REPUBLICA DE MOÇAMBIQUE

ELECTRICIDADE DE MOÇAMBIQUE, EP

ELECTRICIDADE
DE MOÇAMBIQUE, E.P.

BIDDING DOCUMENTS

for

Procurement of
Electrical Lab in Maputo and Chimoio

IPC No: 07-TID-EDM/DACA-2022

Project: Rehabilitation of EDM Training Centers in Maputo and Chimoio

Supply and Installation of Electrical Laboratory in Maputo and Chimoio TC

Purchaser: EDM

Country: Mozambique

Issued on: 01/08/2022

Standard Format for Invitation for Bids

Date: *1st August 2022*
Name of Country: Mozambique

Name of Project: Rehabilitation of EDM Training Centres - Training Instructional Designer

IFB Nº: 07-TID-EDM/DACA-2022

1. EDM has received[1] funds from the Agence Française de Développement (the French Development Agency) towards the cost of Rehabilitation of Training Centres of EDM in Maputo and Chimoio

It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract[2] for Electrical Laboratory in Maputo and Chimoio

2. EDM now invites sealed bids from eligible bidders for the procurement of Electrical Laboratory in Maputo and Chimoio ("the Goods").

3. Interested eligible bidders may obtain further information from and inspect the Bidding Documents at the office of *Direcçao da Academia da EDM, academy@edm.co.mz* and inspect the Bidding Documents between the hours of *8:00 Am to 3:00PM.*

4. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Agence Française de Développement's *Bidding Documents for Procurement of Goods*.

5. Bids must be delivered to the above office[3] on or before *02:00 PM* on *13th of September 2022* and must be accompanied by *bid security*

6. Bids will be opened in public and in the presence of bidders' representatives who choose to attend at *02:05 PM* at the offices of *EDM Academy Directorate, Av. Eduardo Mondlane corner with Av. Amilcar Cabral, 1352, Second Floor, Room 2 (note: Entry from Amilcar Cabral side),*

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[1] Substitute "has applied for," if appropriate.

[2] Substitute "contracts" where bids are called concurrently for multiple contracts. Add a new para. as follows: "Bidders may bid for one or several contracts, as further defined in the bidding documents. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Bid Submission Form."

[3] Substitute the Purchaser's address for bid submission if different from its address for inquiry and issuance of bidding documents.

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS),** the Purchaser, **as specified in the BDS,** issues these Bidding Documents for the Procurement of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Procurement Competition (IPC) are **specified in the BDS**.

1.2 Throughout these Bidding Documents:

(a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) If the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day.

2. Source of Funds

2.1 The Purchaser **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the Agence Française de Développement (hereinafter called "the AFD"), toward the project named **in BDS**. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

3. Corrupt and Fraudulent Practices

3.1 The AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity-subject to ITB 4.3- or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to

have a conflict of interest for the purpose of this bidding process, if the Bidder:

(a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) Receives or has received any direct or indirect subsidy from another Bidder; or

(c) Has the same legal representative as another Bidder; or

(d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or

(g) Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or

(h) Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AFD throughout the procurement process and execution of the contract.

4.3 The AFD's eligibility criteria to bid are described in Section V, Eligibility criteria.

4.4 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the execution of a Bid–Securing Declaration.

4.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the AFD may have their origin in any country in accordance with Section V, Eligibility Criteria.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 - Bidding Procedures

- Section I. Instructions to Bidders (ITB);
- Section II. Bidding Data Sheet (BDS);
- Section III. Evaluation and Qualification Criteria;
- Section IV. Bidding Forms;
- Section V. Eligibility Criteria;
- Section VI. AFD Policy - Corrupt and Fraudulent Practices and Social and Environmental Responsibility;

PART 2 - Supply Requirements

- Section VII. MAPUTO Schedule of Requirements – lot 001
- Section VIII. CHIMOIO Schedule of Requirements – lot 002

PART 3 - Contract

- Section IX. General Conditions of Contract (GCC);
- Section X. Special Conditions of Contract (SCC);
- Section XI. Contract Forms.

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and

specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 14 (fourteen) days prior to the deadline for submission of bids**.** The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid submission Form and the Bidding Forms in accordance with ITB 12;

(b) Completed schedules, in accordance with ITB 12 and 14;

(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

(d) Alternative bids, if permissible, in accordance with ITB 13;

(e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;

(g) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

(h) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(i) Documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(j) Documentary evidence in accordance with ITB 16 and 29, that the Goods and Related Services conform to the Bidding Documents;

(k) Any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules

12.1 The Bid Submission Form, the Bidding Forms and the Statement of Integrity and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.4. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS,** alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in

the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.

14.7 The term CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligibility Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligibility Criteria. Prices shall be entered in the following manner:

(a) <u>For Goods manufactured in the Purchaser's Country</u>:

(i) The price of the Goods quoted CIP named place of destination, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; and

(ii) Any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is

awarded to the Bidder.

(b) For Goods manufactured outside the Purchaser's Country, to be imported:

(i) The price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, **as specified in the BDS**; and

(ii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.

(c) For Goods manufactured outside the Purchaser's Country, already imported:

(i) The price of the Goods, quoted CIP named place of destination, excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(ii) All custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported in the Purchaser's country, payable on the Goods, if the Contract is awarded to the Bidder;

(iii) Any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(d) For Related Services specified in Section VII - Schedule of Requirements:

(i) The price of each item comprising the Related Services (exclusive of any applicable taxes);

(ii) All custom duties, sales and other taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.

16. Documents Establishing the Eligibility and Conformity of the Goods and

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

Related Services

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) That, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) That, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**;

(b) In the case of adjustable price contracts, no adjustment shall be made;

(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those

indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

(b) An irrevocable letter of credit;

(c) A cashier's or certified check; or

(d) Another security **specified in the BDS**;

from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any

extension thereto provided by the Bidder; or

(b) If the successful Bidder fails to:

(i) Sign the Contract in accordance with ITB 41; or

(ii) Furnish a performance security in accordance with ITB 42.

19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or

(b) If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Purchaser may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding,

then the Bid shall be signed by every member of the proposed JV.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) Be addressed to the Purchaser in accordance with ITB 22.1;

(c) Bear the specific identification of this bidding process indicated in ITB 1.1; and

(d) Bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. **When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25. Bid Opening

25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted, in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Bid Submission Form and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening**.** The Purchaser shall neither discuss the merits of any bid nor

reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.

26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29. Determination of Responsiveness

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) If accepted, would:

(i) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonmaterial nonconformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the

Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as **specified in the BDS)**, the Purchaser shall consider the following:

(a) The Bid Price as quoted in accordance with clause 14;

(b) Price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) Price adjustment due to discounts offered in accordance with ITB 14.4;

(d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

(e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;

(f) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria

34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) In the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) In the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;

(d) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified** in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.

34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser's estimate, the Purchaser shall require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the supply requirements and the method and schedule

proposed. If one or several inconsistencies are evidenced, the bid shall be declared non-compliant and rejected.

35. Comparison of Bids

35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid.

36. Qualification of the Bidder

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

40.2 Until a formal Contract is prepared and executed, the notification of

award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the AFD that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The number of the Invitation for Bids is: 007-8
ITB 1.1	The Purchaser is: EDM, Direcçao da Academia
ITB 1.1	The name and identification number of the IPC are: 07-TID-EDM/DACA-2022. The number, identification and names of the lots (contracts) comprising this IPC are: 07-TID-EDM/DACA-2022 - Lot 001 - Electrical Laboratory in Maputo - Lot 002 - Electrical Laboratory in Chimoio
ITB 2.1	The name of the Project is: TENDER No: 07-TID-EDM/DACA-2022 – Procurement for the supply and installation of Electrical Laboratory in Maputo
	B. Contents of Bidding Documents
ITB 7.1	For **clarification of bid purposes** only, the Purchaser's address is: Attention: *Electricidade de Moçambique, Direcção da Academia* Address: *Av. Eduardo Mondlane, corner with Av. Amilcar Cabral* *2 floor, room number 2* City: *Maputo City* ZIP Code: *1103* Country: *Mozambique* Telephone: +258 82 340 0098 Electronic mail address: *academy@edm.co.mz*
ITB 7.1	Web page: www.edm.co.mz

	C. Preparation of Bids
ITB 10.1	The language of the bid is English. All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (k)	The Bidder shall submit the following additional documents in its bid: N/A
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be adjustable.
ITB 14.6	N/A
ITB 14.7	The Incoterms edition is Incoterms 2010. However, the definition of the place and date associated with "delivery" is modified as follows: *(a)* Under "CIP" Incoterms defines "delivery" as the place and date where risk transfers from the seller to the buyer; *(b)* In these Bidding Documents, when using "CIP" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the Goods and Related Services arrive at the named place of destination, and this date should be reflected in the Delivery and Completion Schedule.
ITB 14.8 (b) (i)	Named Place of Destination: Maputo / Mozambique
ITB 15.1	The prices shall be quoted by the bidder in: Euros (€) The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years.
ITB 17.2 (a)	Manufacturer's authorization is not required
ITB 17.2 (b)	After sales service is: required
ITB 18.1	The bid validity period shall be 120 days.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: *if inflation raise or decrease 5% the price will be reviewed accordingly.*
ITB 19.1	*A Bid-Securing* is mandatory in amount of 3000,00 Eur for lot 1, and 2000,00 Eur fro Lot 2, or its equivalent amount in Metical, the validity is not less than 120 Days from submission date

	.
ITB 19.3 (d)	Other types of acceptable securities: none
ITB 19.9	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 10 years.
ITB 20.1	In addition to the original of the bid, the number of copies is: 2, and soft copy in a pen drive (CD not allowed)
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a power of attorney established in the name of the signatory of the bid.
	D. Submission and Opening of Bids
ITB 22.1	For bid submission purposes, the Purchaser's address is: Attention: *Director da Academia* Address: *Av. Eduardo Mondlane, corner with Av. Amilcar Cabral, entry from Av. Amilcar Cabral, 1352* Floor-Room number: *2 floor, room 2,* City: *Maputo City* ZIP Code: *1103* Country: M*ozambique* **The deadline for the submission of bids** is: **Date: 13/September/2022** **Time: 02:00 PM, Maputo time**
ITB 22.1	Bidders shall have the option of submitting their bids electronically. The electronic bidding submission procedures shall be: *Not Applicable*
ITB 25.1	**Opening of Bid** *Electricidade de Moçambique, Direcção da Academia* Address: *Av. Eduardo Mondlane, corner with Av. Amilcar Cabral* *2 floor, room number 2* City: *Maputo City* ZIP Code: *1103* Country: *Mozambique* **Date: 13/September/2022** **Time: 02*:05 PM, Maputo Time***

	If electronic bid submission is permitted in accordance with ITB sub-clause 22.1, the specific bid opening procedures shall be: *Not Applicable* No minimum number of bids is required in order to proceed to bid opening.
	E. Evaluation and Comparison of Bids
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in different currencies into a single currency is: Euro The source of exchange rate shall be: *Banco de Moçambique (Mozambique Central Bank)* The date for the exchange rate shall be 13/September/2022
ITB 33.1	A margin of domestic preference *"shall not"* apply. If domestic preference shall be a bid-evaluation factor, the application methodology shall be specified in Section III, Evaluation and Qualification Criteria.
ITB 34.2	Evaluation will be done for: *If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the highest price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.*
	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%

Section III. Evaluation and Qualification Criteria

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1. Evaluation (ITB 34)

1.1 Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of Bids for Goods may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f)**,** using the following criteria and methodologies.

(a) **Delivery schedule**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements – Delivery Schedule as follows*: 0.05% of the bid price per week.*

1.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, 2. Qualification (ITB 36).

The Purchaser shall:

(a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6;

(b) Take into account:

(i) The lowest-evaluated bid for each lot; and

(ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

2. Qualification (ITB 36)

Legal Qualification

1. The legal qualification is shown by submitting the following documents:

   a) Company Registration
   b) Will not be permitted/accepted bid of companies in the following situations:

   - Witch have members which are part of active EDM staff and responsible for decision make in the bid process
   - Witch have defrauded the state or have been involved in the bankrupt fraudulent of a company
   - Witch are in the bankrupt process
   - Witch are in the litigious situation with EDM
   - Witch are in conflict of interest
   - Witch present more than a bid in the process
   - Project author or who have participate in the technical specification as well as in one or other document part of the bidding documents
   - Members of integrated consortium can participate in the same bid individual or collectively in the author consortium or single company

Economic & Financial Qualification

1. The economic and financial qualification is shown by submitting the following documents:

   a) In the case of a natural person, a Periodic Income Statement; and

   b) In the case of a Company:

      i. Periodic Income Declaration;

      ii. Statement of Tax Compliance; and

      iii. Declaration that no bankruptcy request has been filed.

2. The Tender Documents may also require the bidder to have:
   a) Invoicing in activities similar to the Tender object;
   b) Average annual invoicing in the last three (3) fiscal years of an amount equal or superior to the amount established in the Bidding Documents, limited to between one (1) and three (3) times the estimated cost of the works, goods or services object of the tender;
   c) Social capital no less than the amount established in the Bidding Documents or net worth in the last fiscal year, not exceeding two percent (2%) of the estimated cost of the works, goods or services object of the tender; and
   d) Confirmation of easy access to credits in the amounts specified in the Bidding Documents.
3. Without jeopardise to the procedures established in specific legislation in the case of a concession tender, the social capital or net worth established in the Bidding Documents shall take into consideration the sum of the economic-financial charges that the concessionaire must bear in the first three (3) years of the term of the concession, in accordance with the budget prepared by the Granting Authority, including the value of the price for the granting of the concession during the same period, if any.

Technical Qualification

1. The Technical Qualification is shown by submitting the following documents:
   a) Certificate issued by a public or private legal entity, proving the registration or incorporation in a professional activity compatible with the object of the contract;
   b) Bidder's Statement proving to have adequate and available premises and equipment for the execution of the contract object, with the indication of all the necessary data for its verification;
   c) Bidder's Statement proving the professional and technical team available to carry out the object of the contract, accompanied by the respective curriculum vitae;
   d) Statement issued by a public or private legal entity proving that the bidder has acquired experience in activities with technical characteristics similar to the object of the contract, with the indication of all the necessary data for its verification;
   e) Certificate of academic and professional qualifications of the people responsible for executing the object of the contract, if that is the case;
   f) Certificate of quality issued by a public or private, national or foreign legal entity, or a declaration of commitment of the company to adopt the quality system, approved by the institution responsible for standardization and quality; and
   g) License or equivalent document.

2. The Bidding Documents must establish, in a clear and objective manner, the minimum data to be demonstrated by the bidder to prove the requisites established in this article.

3. The technical qualification must be compatible with the expenses to be borne by the bidder and proportional to the nature and dimension of the object of the contract.

Tax Compliance/Fiscal qualification

The Fiscal Compliance of the bidder is shown by presenting the following documents:

a) Valid Clearance Certificate issued by the Tax Administration;

b) Valid Statement issued by the institution responsible for the national social security system; and

c) Valid Document issued by the National or international Institute of Statistics proving that the company provides regular information, under the terms of the statistical legislation in force.

National Bidder

1. For the purposes of these Regulation, the following are deemed to be National Bidders:
   a) a natural person who holds Mozambican citizenship and who is duly incorporated for the exercise of business activity; and
   b) a legal person that has been established under the terms of Mozambican legislation and whose share capital is more than fifty percent (50%) owned by a Mozambican natural person or Mozambican legal person whose share capital is more than fifty percent (50%) owned by a Mozambican natural person or Mozambican legal person.
2. A natural or legal person incorporated in Mozambique for more than five (5) years with a majority foreign share capital is also considered a National Bidder.

Preference Margin

1. The application of the following margins of preference to domestic competitors is mandatory:

a) Ten percent (10%) of the contract value, before taxes, for public works and services; and

b) Fifteen percent (15%) of the contract value, before taxes, for goods.

2. For the purpose of applying the margin of preference, the National Bidder, defined in Article 27(1), shall observe the provisions established in the Bidding Documents.

3. If the provisions referred to in the previous number have not been observed, the margin of preference shall be applicable to the National Bidder with foreign majority share capital, defined in Article 27(2), according to the provisions of the Bidding Documents.

4. For goods, it is indispensable to present the Declaration Form of the producer to prove the incorporation of national factors, whose value must correspond to at least twenty percent (20%) of the factory door price of the finished product, being the responsibility of the Minister who oversees the area of Finances to adjust the percentage mentioned above.

5. Exceptionally, the Contracting Entity may allow the participation of national bidders, in the types of procurement defined in this Regulation, when the estimated value of the tender is not superior to three (3) times the limit established in Article 69(1), having to expressly state in the Announcement and Bidding Documents, the eligibility of national bidders in the tender.

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the tables below shall not be used in the evaluation of the Bidder's qualifications.

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
1.3	**AFD Eligibility**	Not being ineligible for AFD financing, as described in ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Statement of Integrity (appendix to Bid Submission Form)
1.4	**State-owned Entity**	Meets conditions of ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Termination of a contract[4] did not occur as a result of Supplier default in the past 5 years.	Must meet requirement[2]	Must meet requirements	Must meet requirement[5]	N/A	Form CON-2
2.2	**Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity**	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	**Pending Litigation**	All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

[4] Non-performance shall include all terminations of contracts where (a) non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the supplier. Non-performance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism.

[5] This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the 3 years to demonstrate the current soundness of the Bidder's financial position based on the following criteria: **a) liquidity ratio ≥ 1.1** ((Current Assets) / (Current Liabilities) **≥ 1.1)** **b) indebtedness ratio ≤ 80%** ((Total Liabilities) x 100 / (Total Assets) **≤ 80%)**]	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1, with attachments
3.2	**Average Annual Supplier Turnover**	Minimum average annual supplier turnover of US$ *3,000,000*, calculated as total certified payments received for contracts in progress and/or completed within the last *3* years.	Must meet requirement	Must meet requirement	Must meet twenty-five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			**Compliance Requirements**				**Documentation**
No.	**Subject**	**Requirement**	**Single Entity**	**Joint Venture (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**One Member**	
4. Experience							
4.1	**Similar Experience**	A minimum number of 3 similar[6] contracts specified below that have been satisfactorily and substantially[7] completed as Supplier, or joint venture member[8], between 1st January 2017 and application submission deadline.	Must meet requirement	Must meet requirement[9]	N/A	N/A	Form EXP 4.1
4.2	**Specific Experience**	Availability at the bid submission date in the Purchaser's Country of spare parts and after sales services facilities in operation for at least 6 months for the Goods offered in the Bid[10]	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.1

[6] The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Schedule of Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

[7] Substantial completion shall be based on 80% or more completed under the contract.

[8] For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

[9] In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

[10] An acceptable alternative to meet this requirement is the evidence by the Bidder of one successful experience in the past five (5) years of creating and operating for a period of time exceeding one year an after sales services facility in a foreign country.

3. Domestic Preference (ITB 33)

N/A

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Bid Submission Form

[The Bidder shall prepare his Bid Submission Form on a Letterhead paper specifying his name and address]

Date: _____
IPC No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)

(b) We have no conflict of interest in accordance with ITB 4.2;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods: _____ _____;

(e) The total price of our Bid, excluding any discounts offered in item (f) below is:

i) In case of only one lot, total price of the Bid _____

ii) In case of multiple lots, total price of each lot _____

iii) In case of multiple lots, total price of all lots (sum of all lots) _____

(f) The discounts offered and the methodology for their application are:

i) The discounts offered are: _____

ii) The exact method of calculations to determine the net price after application of discounts is shown below:_____

(g) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;

(i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand and accept that the Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*_____
Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Appendix to Bid Submission Form

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "**Contract**")

To: _____(The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

   2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

   2.2) Having been:

   a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

   b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

   c. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:

   6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

   6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

   6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

   6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

   6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

   6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

   6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[11]: _____

Signature: _____ Dated:

[11] In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Form ELI-1.1:
Bidder Information Form

Date: _____
IPC No. and title: _____
Page _____of _____pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of constitution: *[indicate country of Constitution]*
Bidder's actual or intended year of constitution:
Bidder's legal address [in country of constitution]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ¨ Articles of Constitution (or equivalent documents of association) of the legal entity named above; ¨ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1; ¨ In case of state-owned enterprise or institution, in accordance with ITB 4.3 documents establishing: a) Legal and financial autonomy; b) Operation under commercial law; c) Establishing that the Bidder is not dependent agency of the Purchaser. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI-1.2:
Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____
IPC No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of constitution:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ¨ Articles of Constitution (or equivalent documents of association) of the legal entity named above; ¨ In case of a state-owned enterprise or institution, documents establishing: a) Legal and financial autonomy; b) Operation in accordance with commercial law; and c) Absence of dependent status, in accordance with ITB 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON-2:
Historical Contract Non-Performance, Pending Litigation and Litigation History

(to be completed by the Bidder and by each member of the Bidder's JV)

Bidder's Name: _____
Date: _____
JV Member's Name_____
IPC No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
¨ Contract non-performance did not occur since 1st January *[insert current year number less 5]* specified in Section III, Evaluation and Qualification Criteria, subclause 2.1. ¨ Contract(s) not performed since 1st January *[insert current year number less 5]* specified in Section III, Evaluation and Qualification Criteria, subclause 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Purchaser: *[insert full name]* Address of Purchaser: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements
¨ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, subclause 2.3. ¨ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, subclause 2.3 as indicated below.

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), US$ Equivalent (exchange rate)**
		Contract Identification: _____ Name of Purchaser: _____ Address of Purchaser: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

Form FIN-3.1:
Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
IPC No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _____*years,* _____ (amount in currency, currency, exchange rate*, US$ equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITB 15 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member);

(b) Be independently audited or certified in accordance with local legislation;

(c) Be complete, including all notes to the financial statements;

(d) Correspond to accounting periods already completed and audited.

.. Attached are copies of financial statements[12] for the _____ years required above and complying with the requirements.

[12] If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN-3.2:
Average Annual Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
IPC No. and title: _____
Page _____of _____pages

	Annual turnover data		
Year	**Amount** **Currency**	**Exchange rate**	**US$ equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form EXP-4.1:
Experience

Bidder's Legal Name: _____ Date: _____
JV Member's Legal Name: _____ IPC No.: _____

Page _____ of _____ pages

Similar Contract No. __ /insert specific number] of [total number of contracts] ___ required	**Information**	
Contract Identification	_____	
Award date Completion date	_____ _____	
Role in Contract		
Total contract amount	_____	US$ equivalent_____
If member in a JV, specify participation in total contract amount	_____%	US$ equivalent_____
Purchaser's Name:	_____	
Address: Telephone/fax number: E-mail:	_____ _____ _____ _____	

Form EXP – 4.1 (cont.)
Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
JV Member's Legal Name: _____

Similar Contract No. __ /insert specific number] of [total number of contracts] ___ required	**Information**
Description of the similarity in accordance with Sub-Factor 4.1 or 4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)

Currencies in accordance with ITB Sub-Clause 15

Date:_____

IPC No: _____

Alternative No: _____

Page N° _____ of _____

1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP *[insert named place of destination]* in accordance with ITB 14.8(b)(i)	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(b)(ii)	Total Price per Line item (Col. 5x6)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert sales and other taxes paid or payable per item if Contract is awarded]*	*[insert total price of the line item]*
						Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, Already Imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date:_____
IPC No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	CIP Unit price excluding Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(c)(iii)	Total Price per line item (Col. 5x6)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
								Total Bid Price

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____	(Group A and B bids) Currencies in accordance with ITB Sub-Clause 15	Date:_____ IPC No: _____ Alternative No: _____ Page N° _____ of _____

1	2	3	4	5	6*	7	8
Line Item N°	Description of Goods	Delivery Date at named place of destination	Quantity and physical unit	Unit price CIP	Cost of local labor, raw materials, transportation, insurance and components with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 4 x 5)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert CIP unit price]*	*[Insert cost of local labor, raw material, transportation, insurance and components from within the Purchase's country as a % of the CIP price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
						Total Price	

- Only in case of Domestic Preference applies

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Clause 15

Date:_____
_
IPC No: _____
Alternative No:
_____
Page N° _____ of _____

1	2	3	4	5	6	7	8
Service N°	Description of Services	Country of Origin	Delivery Date at named place of destination	Quantity and physical unit	Unit Price net of duties and applicable taxes, in accordance with ITB 14.8 (d) (i)	Duties and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(d)(ii)	Total Price per Service net of duties and taxes (Col.5 x 6)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at named place of destination]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert duties and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
				Total Bid Price			

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Form of Bid Security (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Invitation for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____*[signature(s)]*

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
Bid No.: *[number of bidding process]*
Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) Have withdrawn our Bid during the period of bid validity specified in the Form of Bid, or any extension thereto provided by us; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
IPC No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us:
[insert name and or brief description of the Goods],

and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:

2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

2.2) Have been:

a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;

b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;

c. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual

obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;

2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

2.6) Are subject to an exclusion decision of the World Bank and are listed on the website http://www.worldbank.org/debarr, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;

2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. AFD Policy - Corrupt and Fraudulent Practices– Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) "it did not engage in any practice likely to influence the contract award process to the Contracting Authority's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;

(b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

(a) Corruption of a Public Officer means:

(i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or

(ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to

act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

(i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

(ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

(iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

(i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

(ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

(i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

(ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

(iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

(i) Comply with and ensure that all their subcontractors or subconsultants comply with

international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

(ii) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

PART 2 – Supply Requirements (MAPUTO and CHIMOIO)

Section VII. Schedule of Requirements for MAPUTO – LOT 001

Contents

1. List of Goods and Delivery Schedule **69**

2. List of Related Services and Completion Schedule **70**

3. Technical Specifications **71**

4. Drawings **74**

5. Inspections and Tests ..... Erro! Marcador não definido.

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Named place of Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date at named place of destination	Latest Delivery Date at named place of destination	Bidder's offered Delivery date at named place of destination [*to be provided by the bidder*]
B	Simulation benches powered by 220V, 50Hz	1		Maputo / Mozambique	60 days	90 days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
C	Installation, commissioning, FAT			Maputo	
D	List of Tools and Accessories			Maputo	
E	Training on operating all equipments	5	Days	Maputo	

1. If applicable

3. Technical Specifications

Note: *Equipment, Installation, commissioning, initial training, user's manual, accessories should be included in the Price*

A. Purpose of the Electrical Lab (Maputo)

The purpose of this lab is to train the participants on generation, transmission and distribution and energy management topics.

- The lab will be composed of simulation benches to support the delivery of the following trainings:
    - Training on Generation (Synchronisation)
        - Generation of Active, Inductive reactive, Capacitive reactive power generation
        - Automatic synchroniser circuits
        - Automatic power factor control
        - Automatic power control
    - Training on Generation (Solar)
        - Testing the optimum alignment of solar modules
        - Recording the characteristics of solar modules
        - Investigating the module's response to shadow formation
        - Investigating how bypass diodes operate
        - Learning about various types of wiring and connection configurations for solar modules
    - Training on Transmission line
        - Simulate transmission line and evaluate
            - Voltage increases on open-circuit lines
            - Voltage drop as a function of line length
            - Voltage drop as a function of cos-phi
            - Capacitive and inductive power losses on a line as a function of U and I
            - Phase shift on a line
        - Transmission Line with Earth-fault Compensation
        - Investigations on three phase cables
        - Combined networks of cables and lines
        - Load-dependent voltage regulation of a power transmission line
        - Overvoltage and undervoltage protection
    - Training on Power transformer
        - Operate transformer (no-load, inductive and capacitive load)
        - Operate in parallel multiphase transformers

        - Determine zero impedance
        - Assess transformer ratio
    - Training on Distribution
        - Registration of currents in normal operating mode
        - Registration of currents in the event of single-, double- or triple-pole short circuit
        - Faults outside the protective domain
        - Three-phase consumers with star and delta connections (R, L, C, RL, RC and RLC loads)
            - Measurement with active and reactive energy meters

        - Determination of the first and second power maxima
        - Determination of the power maximum in the event of an asymmetric load

    - Training on cyber securit
        - Code of conduct for using systems
        - Physical measures
        - Configuring a security LAN router
        - DHCP server
        - Firewall
        - Open VPN
        - Analyzing network protocols
        - Secure Shell (SSH)
        - HTTP(S)
        - Access control / restricting access
        - Authentication / releases
        - Encoding / encryption

B. Description of the equipment (Maputo):

Type	Brand	Quantity	Comments
Simulation benches powered by 220V, 50Hz			
Generation bench to manually synchronise circuits consisting of: - Synchronisation unit - Three-phase synchronous machine	-	**1**	On mobile stand, computer with UPS Software SCADA Viewer
Generation bench to simulate solar power plant with one phase injection into the network consisting of : - Solar module simulation model - Solar module with solar altitude emulator - Load unit - Measuring instrument	-	**1**	On mobile stand, computer with UPS
Transmission Line bench consisting of: - Transmission line model - Earth fault compensation unit - Variable Ohmic load, three-phase - Inductive load, three-phase - Cable transmission line model - Conversion station - Three-phase variable transformer with motor drive - Time Over- / Undervoltage Relay	-	**1**	On mobile stand, computer with UPS Scada software
Transformer simulation bench consisting of: - Multi-function Transformer - Power switch module - Inductive load, three-phase - Capacitive load, three-phase - Variable Ohmic Load 3 phases - Power supply - Measuring Equipment	-	**1**	On mobile stand, computer with UPS Scada software
Distribution bench consisting of: - Double busbar unit, 3 phases in, out feeder - Double busbar unit, 3 phases in coupler - Variable Ohmic Load 3 phases - Reactive power controller - Ohmic load	-	**1**	On mobile stand, computer with UPS Scada software

- Measuring Equipment			
Cyber security module consisting of: - Security LAN Router	**-**	**1**	Interactive Lab Assistant: Industrial Cyber Security

C. Installation, commissioning, FAT (Factory Acceptance Test),

➢ **Installation**

The installation of the equipment must be included in the proposal.

➢ **Commissioning**

A commissioning should be organized at the end of the installation in the presence of EDM and validated by EDM.

➢ **Factory Acceptance Test (FAT)**

There is No Factory Acceptance Test
- Acceptance tests can be carried out remotely / videoconferencing.
- The supplier must provide certificates of conformity of equipment and tools to international standards.

D. Accessories

The list of accessories necessary to run the trainings in good conditions needs to be detailed in the offer.

E. Training

A training needs to be delivered after the installation of the equipment. The supplier will organize a “train the trainer” session for EDM trainers, so EDM could take over the training for their own staff.

➢ **Topics to be covered**
(See above)

➢ **Duration**
1 week

➢ **Language**

Language of delivery will be Portuguese

- **Location**
  Training will take place in Maputo (Mozambique)

- **Training material**

There are 4 documents to be delivered by the suppliers in Portuguese. The Training Materials will be submitted in electronic version (PPT) and 2 paper version, following EDM training course template. This template will be provided by EDM.

1 - Description of the training Course
   i. Title,
   ii. Concerned staff,
   iii. Prerequisites,
   iv. Training objectives,
   v. Training Contents,
   vi. Duration,
   vii. Percentage of theoretical and practice.

2 - Trainer Booklet
   i. Power point presentation with comment,
   ii. Theoretical and practical (hands on) exercises,
   iii. Requirement for theoretical & practical evaluation (Quizz for example)

3 - Participant Booklet
   i. Power point presentation with comment
   ii. Theoretical and practical (hands on) exercises
   iii. Theoretical & practical evaluation document (Quizz for example)

4 - User's manual of the equipment installed in Portuguese

4. Drawings

List of Drawings		
Drawing Nr.	**Drawing Name**	**Purpose**

5. Inspections and Tests

The following inspections and tests shall be performed:

Matériel	Inspection	Test	Condition de validation du test
All equipment	Visual inspection	Looking for apparent damage on the equipment.	No apparent degradation
All equipment	Visual inspection	Check the conformity of the specifications of the equipment and its accessories.	Equipment and accessories in accordance with the specifications.
All equipment	Operating conditions	Testing the functionality of each simulation benche.	Validated tests

Section VIII. Schedule of Requirements
CHIMOIO – Lot 002

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2. List of Related Services and Completion Schedule **70**

3. Technical Specifications **71**

4. Drawings **74**

5. Inspections and Tests ..... Erro! Marcador não definido.

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Named place of Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date at named place of destination	Latest Delivery Date at named place of destination	Bidder's offered Delivery date at named place of destination [*to be provided by the bidder*]
B	Simulation benches powered by 220V, 50Hz	1		Chimoio / Mozambique	60 days	90 days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
C	Installation, commissioning, FAT			Chimoio	
D	List of Tools and Accessories			Chimoio	
E	Training on operating all equipments	5	Days	Chimoio	

1. If applicable

3. Technical Specifications

Note: *Equipment, Installation, commissioning, initial training, user's manual, accessories should be included in the Price*

B. Purpose of the Electrical LAB

The purpose of this lab is to train the participants on generation, transmission and distribution and energy management topics.

- The lab will be composed of simulation benches to support the delivery of the following trainings:
    - Training on Generation (Synchronisation)
        - Generation of Active, Inductive reactive, Capacitive reactive power generation
        - Automatic synchroniser circuits
        - Automatic power factor control
        - Automatic power control
    - Training on Generation (Solar)
        - Testing the optimum alignment of solar modules
        - Recording the characteristics of solar modules
        - Investigating the module's response to shadow formation
        - Investigating how bypass diodes operate
        - Learning about various types of wiring and connection configurations for solar modules
    - Training on Transmission line
        - Simulate transmission line and evaluate
            - Voltage increases on open-circuit lines
            - Voltage drop as a function of line length
            - Voltage drop as a function of cos-phi
            - Capacitive and inductive power losses on a line as a function of U and I
            - Phase shift on a line
        - Transmission Line with Earth-fault Compensation
        - Investigations on three phase cables
        - Combined networks of cables and lines
        - Load-dependent voltage regulation of a power transmission line
        - Overvoltage and undervoltage protection
    - Training on Power transformer
        - Operate transformer (no-load, inductive and capacitive load)
        - Operate in parallel multiphase transformers

        - Determine zero impedance
        - Assess transformer ratio
    - Training on Distribution
        - Registration of currents in normal operating mode
        - Registration of currents in the event of single-, double- or triple-pole short circuit
        - Faults outside the protective domain
        - Three-phase consumers with star and delta connections (R, L, C, RL, RC and RLC loads)
            - Measurement with active and reactive energy meters

        - Determination of the first and second power maxima
        - Determination of the power maximum in the event of an asymmetric load

    - Training on cyber securit
        - Code of conduct for using systems
        - Physical measures
        - Configuring a security LAN router
        - DHCP server
        - Firewall
        - Open VPN
        - Analyzing network protocols
        - Secure Shell (SSH)
        - HTTP(S)
        - Access control / restricting access
        - Authentication / releases
        - Encoding / encryption

B. Description of the equipment:

Type	Brand	Quantity	Comments
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Distribution bench consisting of: - Double busbar unit, 3 phases in, out feeder - Double busbar unit, 3 phases in coupler - Variable Ohmic Load 3 phases - Reactive power controller - Ohmic load	-	**1**	On mobile stand, computer with UPS Scada software

- Measuring Equipment			
Cyber security module consisting of: - Security LAN Router	-	1	Interactive Lab Assistant: Industrial Cyber Security

F. Installation, commissioning, FAT (Factory Acceptance Test),

➢ **Installation**

The installation of the equipment must be included in the proposal.

➢ **Commissioning**

A commissioning should be organized at the end of the installation in the presence of EDM and validated by EDM.

➢ **Factory Acceptance Test (FAT)**

There is No Factory Acceptance Test
- Acceptance tests can be carried out remotely / videoconferencing.
- The supplier must provide certificates of conformity of equipment and tools to international standards.

G. Accessories

The list of accessories necessary to run the trainings in good conditions needs to be detailed in the offer.

H. Training

A training needs to be delivered after the installation of the equipment. The supplier will organize a “train the trainer” session for EDM trainers, so EDM could take over the training for their own staff.

➢ **Topics to be covered**
(See above)

➢ **Duration**
1 week

➢ **Language**

Language of delivery will be Portuguese

- **Location**
  Training will take place in Chimoio (Mozambique)

- **Training material**

There are 4 documents to be delivered by the suppliers in Portuguese. The Training Materials will be submitted in electronic version (PPT) and 2 paper version, following EDM training course template. This template will be provided by EDM.

5 - Description of the training Course
   i. Title,
   ii. Concerned staff,
   iii. Prerequisites,
   iv. Training objectives,
   v. Training Contents,
   vi. Duration,
   vii. Percentage of theoretical and practice.

6 - Trainer Booklet
   i. Power point presentation with comment,
   ii. Theoretical and practical (hands on) exercises,
   iii. Requirement for theoretical & practical evaluation (Quizz for example)

7 - Participant Booklet
   i. Power point presentation with comment
   ii. Theoretical and practical (hands on) exercises
   iii. Theoretical & practical evaluation document (Quizz for example)

8 - User's manual of the equipment installed in Portuguese

4. Drawings

List of Drawings		
Drawing Nr.	**Drawing Name**	**Purpose**

5. Inspections and Tests

The following inspections and tests shall be performed:

Matériel	Inspection	Test	Condition de validation du test
All equipment	Visual inspection	Looking for apparent damage on the equipment.	No apparent degradation
All equipment	Visual inspection	Check the conformity of the specifications of the equipment and its accessories.	Equipment and accessories in accordance with the specifications.
All equipment	Operating conditions	Testing the functionality of each simulation benche.	Validated tests

PART 3 - Contract

Section IX. General Conditions of Contract

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Section IX. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "AFD" means the Agence Française de Développement;

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto;

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;

(e) "Day" means calendar day;

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;

(g) "GCC" means the General Conditions of Contract;

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract;

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC);

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC**;

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract;

(l) "SCC" means the Special Conditions of Contract;

(m) "Subcontractor" means any natural person, private or state entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;

(n) "Supplier" means the natural person, private or state entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement;

(o) "The Project Site," where applicable, means the place named in the **SCC**.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.

4. Interpretation

4.2 If the context so requires it, singular means plural and vice versa.

4.3 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms;

(b) The terms CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.5 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.6 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All Goods and Related Services to be supplied under the Contract and financed by the AFD shall have their origin in any eligible source as specified in the **SCC**. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified

in the **SCC**.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the AFD

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the SCC, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the

Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) The Purchaser or Supplier need to share with the AFD or other institutions participating in the financing of the Contract;

(b) Now or hereafter enters the public domain through no fault of that party;

(c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin;

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser;

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their named place of destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' named place of destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the

packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, and/or at the Goods' named place of destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the

Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage

specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of named place of destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the named place of destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the

purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) The method of shipment or packing;

(c) The place of delivery; and

(d) The Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) If the Supplier fails to perform any other obligation under the Contract; or

(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the AFD that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section X. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: *Mozambique*
GCC 1.1(j)	The Purchaser is: *EDM*
GCC 1.1 (o)	The Project Site(s)/Named Place of Destination(s) is/are: Maputo and Chimoio
GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms. The version edition of Incoterms shall be Incoterms 2010. However, the definition of the place and date associated with "delivery" is modified as follows: (a) Under "CIP" Incoterms defines "delivery" as the place and date where risk transfers from the seller to the buyer. (b) In these Bidding Documents, when using "CIP" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the Goods and Related Services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedule.
GCC 5.1	The governing and communication language shall be English
GCC 7.1	Goods and services from countries under embargo from France, the European Union or the United Nations are not eligible.
GCC 8.1	For **notices**, the Purchaser's address shall be: *Electricidade de Moçambique, Direcção da Academia* Address: *Av. Eduardo Mondlane, corner with Av. Amilcar Cabral* *2 floor, room number 2* City: *Maputo City* ZIP Code: *1103* Country: *Mozambique* Telephone: +258 82 340 0098 Electronic mail address: *academy@edm.co.mz*

GCC 9.1	The governing law shall be the law of*: Mozambique*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: *"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country."]* ***(a) Contract with foreign Supplier:*** GCC 10.2—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 as at present in force. ***(b) Contracts with Supplier national of the Purchaser's country:*** In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
GCC 13.1	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Goods, quantity, the mode of transport, the bill of lading number and date, place of loading, date of shipment, place of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and 3 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 3 copies of nonnegotiable bill of lading; (iii) Copies of the packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate of origin. The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. **For Goods from within the Purchaser's country:** Upon delivery of the Goods to the transporter, the Supplier shall notify

	the Purchaser and mail the following documents to the Purchaser: (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; (iii) Manufacturer's or Supplier's warranty certificate; (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v) certificate of origin. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in EUR in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser; (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid [through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country], upon submission of documents specified in GCC Clause 13; (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in Metical within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. **Payment for Goods and Services supplied from within the Purchaser's country:** Payment for Goods and Services supplied from within the Purchaser's country

	shall be made in Metical, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser; (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13; (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
GCC 16.1	Payment to the Supplier of the amounts due in each currency shall be made into the following bank accounts: *Account Number*: 5293.601.00.1 *Account Designation*: Proj. Reab. E Modern. Cent Formaçao *Currency*: Euros (EUR) *NIB*: 0000.0221.05293601001.24 *IBAN*: MZ59.0000.0221.05293601001.24 *Swift code*: BMOCMZMA
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be *60* days. The interest rate for payments in foreign currency that shall be applied is LIBOR EUR. The interest rate for payments in local currency that shall be applied is LIBOR EUR to MZN
GCC 17.3	The following taxes, duties and fees exemptions apply to the Contract: *N/A*
GCC 18.1	The amount of the Performance Security shall be: 10%
GCC 18.3	The Performance Security shall be in the form of: *a* Bank Guarantee The Performance security shall be denominated in EUR
GCC 18.4	Discharge of the Performance Security shall take place: N/A
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: N/A
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.

GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified named place of destination within the Purchaser's country, defined as the Project Site; transport to such named place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
GCC 25.2	Incidental services to be provided are: Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: as specified in Section VII - Schedule of Requirements
GCC 26.2	The Inspections and tests shall be conducted at: Maputo and Chimoio
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10 %
GCC 28.3	The period of validity of the Warranty shall be: *365* days For purposes of the Warranty, the named place(s) of destination(s) shall be: Maputo and Chimoio In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion,: Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4;
GCC 28.5 and GCC 28.6	The period for repair or replacement shall be: 90 days.

Appendix 1 to Special Conditions of Contract - Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) "it did not engage in any practice likely to influence the contract award process to the Contracting Authority's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;

(b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

(a) Corruption of a Public Officer means:

(i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or

(ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.

(b) A Public Officer shall be construed as meaning:

(i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

(ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

(iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

(i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

(ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

(i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

(ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

(iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

(a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

(b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1	=	adjustment amount payable to the Supplier;
P_0	=	Contract Price (base price);
a	=	fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent;
b	=	estimated percentage of labor component in the Contract Price;
c	=	estimated percentage of material component in the Contract Price;
L_0, L_1	=	labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively;
M_0, M_1	=	material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b= *[insert value of coefficient]*
c= *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment;

(b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid

incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above;

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section XI. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Advance Payment Security **118**

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No. _____***

This is to notify you that your Bid dated _____*[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Contract Price of _____*[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Institution: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made

the *[insert **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the State of {insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) The Letter of Acceptance;

   (b) The Bid Submission Form and Appendix to Bid Submission Form (including the signed Statement of Integrity);

   (c) The Addenda Nos._____ (if any);

   (d) Special Conditions of Contract;

   (e) General Conditions of Contract;

   (f) The Specification (including Schedule of Requirements and Technical Specifications);

   (g) The completed Bidding Forms (including Price Schedules);

   (h) Any other document listed in GCC as forming part of the Contract.

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
In the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
In the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Performance Security (Bank Guarantee)

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

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[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) Has used the advance payment for purposes other than toward delivery of Goods; or

(b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount,

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

has been certified for payment, or on the *[insert date*[13]*]*., whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[13] *Insert the Delivery date of the Goods at the named place of destination stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*