



**MINFIN**



REPUBLIC OF ANGOLA  
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MINISTRY OF FINANCE

**PROCEDURE PROGRAM  
FOR  
PUBLIC TENDER**

**PUBLIC TENDER N.º3/2019**

**Privatization Processes of the Industrial Plants installed in the Special Economic Zone (SEZ)  
Luanda-Bengo**

**[Luanda, February 22, 2019]**

## **PROCEDURE PROGRAM**

Public Tender N.º [3/2019]

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## **1. Purpose of the Procedure**

1.1.1. The purpose of this Procedure is to establish the terms and conditions for the Public Tender for Total Disposal of the following Industrial Plants located in the Luanda-Bengo Special Economic Zone (SEZ), with the characteristics described in Annex A (technical data sheet):

- a) UNIVITRO – Glass Manufacturing Industry, with a reference price of the Kwanza equivalent of USD 8 059 012;
- b) JUNTEX – Mortar Products Industry, with a reference price of the Kwanza equivalent of USD 3 359 266;
- c) CARTON – Carton Packaging Industry, with a reference price of the Kwanza equivalent of USD 9 068 459;
- d) ABSOR – Absorbents Manufacturing Industry, with a reference price of the Kwanza equivalent of USD 13 673 044;
- e) INDUGIDET – Hygiene and Detergent Products Industry, with a reference price of the Kwanza equivalent of USD 18 225 439;
- f) COBERLEN – Blankets Manufacturing Industry, with a reference price of the Kwanza equivalent of USD 5 050 573;
- g) SACIANGO – Cement Packaging Industry, with a reference price of the Kwanza equivalent of USD 10 729 375.

1.1.2. The Industrial Plants will be sold “as is”, that is, in the state of conservation and condition in which they are, with the Technical and Material characteristics included in the datasheets attached to this Tender Program, including the Land Use Deed, the lands on which the industrial plants are installed. Based on the premise that they would have already been inspected in advance by the successful Allottees, no subsequent complain as to their intrinsic or extrinsic qualities shall be entertained.

1.1.3. The Industrial Plants and the lands on which they are located shall be disposed of free from all existing liabilities, and free of any encumbrances or charges.

1.1.4. The Industrial Plants are privatized in individual lots, with each lot corresponding to a plant as set out in paragraph 1.1.1 hereof, located in Luanda-Bengo Special Economic Zone (SEZ). Each lot shall be awarded separately and individually.

## **2. Body Responsible for Conducting the Public Act and Responsible for the Evaluation of Applications and Bids.**

### **2.1. Body Responsible for Conducting the Public Act**

2.1.1. The Body Responsible for Conducting the Public Act is the Institute for the Management of State Assets and Shareholding (IGAPE), in representation of the Ministry of Finance

(MINFIN), under Presidential Order No. 77/18, of July 4, in conformity with delegated powers, pursuant to Article 137 of the Constitution of the Republic of Angola, combined with Presidential Order No. 289/17 of October 13, and the provisions of paragraph 1 (d) of Article 6 of the Organic Statute of the Ministry of Finance, as approved by Presidential Decree No. 31/18 of February 7, and combined with paragraph No. 2 of Article 12 of Law No. 8/03 of April 18, amending the Privatization Law.

Address: N.º 234, Rua Cónego Manuel das Neves, 11th Floor, ENDE Headquarters Building, São Paulo District, Luanda-Angola.

Phone: (+244) 926 334 211

Email: [igape@minfin.gov.ao](mailto:igape@minfin.gov.ao)

Opening hours: 08h00 to 15h30

## **2.2. Body Responsible for the Evaluation of Applications and Bids**

The Body responsible for evaluating applications and evaluating bids is the Negotiations Committee, whose constitution, operations and competence are defined in Law N.º 10/94, of August 31, on Privatizations, in conjunction with Articles 41, 42, and 43 of Law N.º 9/16, of June 16, the Public Contracts Law (PCL).

2.2.1. The outcome of deliberations of the Negotiations Committee are undertaken within the scope of conducting Tenders proceedings in a public act, with interested parties being informed of the same;

2.2.2. Tenderers can object to decisions of the Negotiations Committee and file a hierarchical appeal, under the terms of Article 135 in conjunction with Article 80, both of the Public Contracts Law.

## **3. Applicable Legal Regime**

- 3.1. The present procedure is governed by the provisions of the present Tenders Program, in the Specifications together with its Annexes, as well as by any documents having to do with clarifications and corrections that may be provided and instituted, that may constitute or eventually become an integral part of said documents of the Procedure.
- 3.2. To all instances not especially provided for in the present Tenders Program, and the Specifications together with its Annexes, the regime established in the Privatization Law, the Public Contracts/Procurement Law, and other subsidiary regimes shall apply.

#### **4. FAQs and Obtaining a Copy of Documents related to the Bidding Process**

- 4.1. Under Article 71 of the Public Contracts/Procurement Law, the documents related to the process are available in a virtual format, simply by accessing the internet site [www.igape.co.ao](http://www.igape.co.ao) and downloading same. In the alternative, one can send a request through the electronic address given in section 2.1 of this Tenders Program, where Applicants may obtain copies, as of the date of publication of the notice in the 3rd Series of the Official Gazette, as follows:
- 4.1.1. The acquisition of copies of the procedure documents is free of fees or charges; the services of the Competent Body for Conducting the Public Act shall make copies of the documents in this procedure available in hardcopy or digital file immediately upon request or, in exceptional cases, within a maximum of five (5) days after receipt of the request.
- 4.2. The Competent Body for Conducting the Public Act shall not be liable for any delay that may occur after making available the copies of the documents of this Procedure.
- 4.3. It is incumbent upon the bidders to check the accuracy of the copies made available under the previous numbers.

#### **5. Clarification and rectification of the Procedure documents**

- 5.1. The required clarifications necessary for the clear understanding and interpretation of the documents relating to the present procedure can be requested in writing by the interested Parties until 7 (seven) days prior to the date for submission of the candidacies.
- 5.2. The Negotiations Committee (NC) shall provide written explanations within 5 (five) days of receiving the requests for clarification.
- 5.3. On its own initiative, the Negotiations Committee, may decide to rectify errors or issue statements on omissions in the Procedure documents until the date fixed for the submission of the candidacies in point 14.1.
- 5.4. The clarifications and rectifications referred to in the preceding paragraphs shall form an integral part of the documents of the procedure, taking precedence over them in case of doubts, and shall be immediately publicized by means of notification to all interested Parties or, where applicable, advertised on the electronic platform of the contracting public entity, thus becoming part and parcel of the procedure documents available for consultation.

## **APPLICATION PHASE**

### **6. Applicants**

- 6.1. Any natural or legal person who fulfills the minimum requirements required by this Procedure Program, and who is not barred by any of the situations of incapacity referred to in Articles 53, 55 and 56 of the Public Contracts/Procurement Law, may submit an individual application for the present procedure or join any Association or Group, while filling out the declaration form attached as the model in Annex C.

## **7. Association of Applicants/Joint Applicants**

- 7.1. Associations or groups of natural or legal persons may apply for the present procedure without there existing any legal tie between them or having any legal form of association, under joint liability.
- 7.2. Members of an Association or Group of applicants may not individually or by integrating another applicant association apply, for the same procedure.
- 7.3. All members of an Association or Group of candidates shall cumulatively assume joint and several liability before the Competent Body for Conducting the Public Act for the maintenance of the application and if qualified, for the proposal, the fulfillment of all the obligations related to the procedure, the award of the tender, the signing and execution of the contract.
- 7.4. The entities that constitute the Association or Grouping shall appoint a Representative to carry out any acts relating to this procedure, including the signature of the application and the proposal, in case of qualification, and for that purpose shall generate instruments of mandate, to be issued for each one of the entities that compose it.

## **8. Admission of Foreign Applicants**

- 8.1. Natural or legal persons, whether national or foreign, who are not in any of the situations described in section 6.1 of this Program of Procedure, may apply for this process.
- 8.2. Each application must correspond to a Lot or Industrial Plant, and bidders may apply for several Lots, in which case, an application and tender for each lot shall be submitted.

## **9. Accredited Representatives**

- 9.1. Each Applicant, Association or Group of applicants may have up to two (2) Accredited Representatives.
- 9.2. Proof of the Powers of Representation of the Accredited Representatives shall be sought:
- 9.2.1. In the case of applicants who are Angolan companies, by means of a Power of Attorney that proves their powers to execute on behalf of the Applicant, all acts related to the

Auction (including powers to receive service, represent the Candidate administratively and legally, enter into agreements and waive rights);

9.2.2. In the case of applicants in Association or Grouping of Applicants, the Power of Attorney mentioned in the previous item shall be granted by the Lead Company;

9.2.2.1. Indication of the Lead Company as bearing responsibility for the acts practiced by the Association or Grouping of applicants before the Ministry of Finance.

9.2.2.2. Powers of Attorney granted by the Members to the Lead Company, granting express, irreversible and irrevocable powers to agree to conditions, to commit, to sign any papers, documents and contracting instruments related to the objective of the process, which is the plant disposal;

9.2.2.3. Documents proving the authority of all signatory parties (as at last amendment filed with the appropriate Corporate or Civil Registration entity).

9.2.3. In the case of a single Foreign company, upon presentation of:

9.2.3.1. Instrument of Power of Attorney granted to a representative resident in Angola, which confers powers to:

- i. Execute, on behalf of the Applicant or the Company, all acts related to the Auction;
- ii. Receive notification and represent the Applicant administratively and legally;
- iii. Enter into agreements and waive rights.

9.2.3.2. Documents evidencing the authority of the signatory parties, with the signature(s) duly recognized as authentic by a Notary or other entity, according to the applicable law on documents, recognized by the Angolan Consular representation, and where need be, duly translated into the Portuguese language.

9.3. Each Accredited Representative may only represent a single Candidate.

## **10. Visits to the Industrial Plants**

10.1. Upon acquiring copies of the relevant documents of the procedure, applicants may request the Negotiations Committee, subject to scheduling, to have access to the Industrial plant subject of the present procedure, seeking to be informed of the local conditions that would influence the execution of the site visit, in order to perform the plant recognition and research information necessary for the adequate drafting and submission of their binding Bids, thus subsequently rendering impossible any claims of errors and/or omissions for any additional work not covered in the Bid submission.

10.2. Site visits shall be completed by the date set for submission of applications.



## ELIGIBILITY OF APPLICANTS

### 11. Format for Submission of Applications

- 11.1. Applications shall be submitted in paper format at the address given in item 2.1, with proof of receipt signature or by registered mail with acknowledgment of receipt.
- 11.2. At the time of submission of the candidacies, applicants have the option to present their financial and technical proposals, without prejudice to article 20.4.
- 11.3. The main application documents must be submitted in duplicate, enclosed in an opaque, closed and sealed envelope, on the face of which the word "**Application Documents**" shall be written, and also bearing the name or denomination of the applicant. The duplicates of each of the documents shall also be enclosed in the same envelope.
- 11.4. In another envelope, with the same characteristics as in the previous point, the eligibility documents of the bidder(s) shall be enclosed, on the face of which the word "**Eligibility Documents**" shall be written, indicating the name or the business name of the applicant. The duplicates of each of the documents shall also be enclosed in the same envelope.
- 11.5. The packaging referred to in the preceding paragraphs shall in turn be stored in another opaque, closed and sealed envelope, on the face of which the designation of the procedure is indicated in accordance with the specimen shown in Annex A-1.
- 11.6. Documents containing more than one sheet shall constitute a stapled folder with all pages numbered, bound in such manner as to prevent the separation or addition of sheets, and the first page of each such folder shall make reference to the total number of sheets.
- 11.7. The offer and the documents shall be written in Portuguese language or, if they are not, shall be accompanied by a duly legalized translation, in respect of which the bidder declares to accept the translated version as having precedence over the originals.

### 12. Eligibility Documents

- 12.1. The eligibility documents to be submitted are those required under Article 58 of the Public Procurement Law for such procedures, namely:
  - 12.1.1. Declaration, in accordance with the provisions of Annex B, which includes the Company/Corporate name, Headquarters location, branches network that shall be involved in the execution of the contract, Names of the Members of its Management/Executive Team, the Organizational structure of Management or other

persons with decision making powers, or power to commit, Commercial Register or its equivalent;

- 12.1.2. Business Permit indicating the line of activity of bidders;
  - 12.1.3. Certificate indicating Registration at the Statistical Office;
  - 12.1.4. Original or Certified copy of Social Security Contribution Certificate - Issued by the entity responsible for Social Security Administration;
  - 12.1.5. Original updated Tax Clearance Certificate or authenticated copy - Issued by the Tax Administration Office;
  - 12.1.6. Commitment to provide regular information on the company's financial situation;
  - 12.1.7. Submission of Declaration of “no let or hindrance” by the bidder, in conformity with the sample in Annex C;
  - 12.1.8. Submission of Declaration of authorization for data collection or research of information, in conformity with the sample in Annex D;
  - 12.1.9. Proof of existence of International subsidiary/agency/branch, i.e. Representative Offices outside Angola.
- 12.2. Natural persons shall present the Identity Card, Taxpayer's Card, proof of regularized situation in respect of Social Security contributions, proof of the regular payment of taxes and not indebted to the Angolan State.

### **13. Application Documents**

- 13.1. The application consists of the following documents:
- 13.1.1. Signed Form in which the Applicant indicates his/her name, taxpayer ID number, identity card number and residential address or, in the case of a legal person, his/her Business Registration number, Company name, Head Office location, Names of the Members of Management/Executive Team, Names of the Heads of the Organizational Structure or other persons with decision making powers, or power to commit, as well as the Commercial or equivalent registration, in conformity with the sample in Annex B of the present Program of Tender;
    - 13.1.1.1. Declaration by the Bidder of the unconditional acceptance of the content of the Tender Specifications drawn up in accordance with the sample in Annex E;
    - 13.1.1.2. Declaration of commitment subscribed to by the Bidder;
- 13.2. All application documents shall be written in Portuguese language or, if they are not, shall be accompanied by a duly legalized translation, in respect of which the bidder declares to accept the translated version as having precedence over the original.

- 13.3. In the case of foreign investors, in which the aforementioned documents may only be obtained in their country of origin, such shall expressly mention that they are being issued for the purpose of meeting the requirements in a public tender for privatization in the Republic of Angola.
- 13.4. All other documents shall be submitted in their original form or by certified copy, previously initialed by their Accredited Representatives.
- 13.5. All documents submitted by the bidders shall remain under the custody of the Negotiations Committee for a period of no more than 15 (fifteen) upon disqualification or following signature of the Contract.

#### **14. Deadline for the Submission of Applications**

- 14.1. Applications must be submitted no later than 15h30 on April 11, 2019 at the address and during official hours indicated in Item 2.1. of this Program of Procedure.
- 14.2. Applications that arrive after the deadline will not be considered, with the candidates being responsible for any delays that may occur.

#### **15. Analysis and Evaluation of Applications**

- 15.1. On the business day immediately following the deadline for the submission of applications, the Negotiations Committee shall meet in closed session for the opening of applications.
- 15.2. In the closed session referred to in the preceding paragraph, the Negotiations Committee shall analyze and evaluate the applications in order to verify if they are subject to exclusion for whatsoever reason.
- 15.3. In the case of Applications, for which there are no grounds for exclusion, in accordance with the impediments referred to in Articles 53, 55 and 56 of the Public Contracts Law, the next step of the Negotiations Committee is the verification of all the documents that constitute it, deciding on their acceptance or proposing their exclusion. Subsequently, verification is carried out to establish the fulfillment of the requirements of technical capacity.
- 15.4. Rejected Applications are those which the formal analysis reveals:
  - 15.4.1. That they do not contain all the documents required in this Bid Program;
  - 15.4.2. That they did not respect the established guidelines as to the format and form of submission of applications under this Bid Program;
  - 15.4.3. That they are not written in Portuguese, or that, not being written in Portuguese in their original form, are not accompanied by the respective duly legalized translation;
  - 15.4.4. That they omitted elements required in the Tender Program relative to the execution of the Contract.

15.4.5. That they have been submitted by bidders, or association of bidders, in contravention of the provisions of Article 83 of the Public Contracts/Procurement Law.

15.5. Upon analyzing the documents that constitute the applications, the Negotiations Committee proceeds with assessing each application based on the terms in which the tenderer intends to bid.

15.6. The Negotiations Committee verifies the attributes of each of the proposals and their conformity with the factors and sub-factors as contained in the Tender Documents.

#### **16. Clarification on Applications and Exclusion of Applications**

16.1. The Negotiations Committee may request from the applicants any clarification on the submitted applications that it deems necessary for its analysis and evaluation.

16.2. The explanations provided form an integral part of the applications, provided that they do not contradict the elements contained in the documents that constitute them, do not alter or supplement them, nor aim at making up for omissions that would otherwise determine their exclusion.

16.3. Clarifications provided are notified to all applicants.

16.4. All applications that present any of the causes of exclusion, as described in Article 130 of the Public Procurement Law, are to be rejected.

#### **Preliminary Qualification Report**

16.5. After analyses and assessment of the applications, the Negotiations Committee prepares a Preliminary Qualification Report indicating the rejection of applications, those that failed to qualify, and the qualification of applicants whose submissions cleared the bar of any causes of exclusion.

#### **17. Eligibility of Applicants**

17.1. In order to be eligible, candidates shall comply with all the requirements stipulated in this Program.

17.2. The Negotiations Committee may request from third party entities any information or elements that it deems relevant for demonstrating compliance with the minimum requirements of the information submitted.

#### **18. Pre-Qualification Announcement**

18.1. After the analyses and assessment of the applications, the Negotiations Committee prepares a Preliminary Report based on the merits of the proposals, which includes the draft final decision to be notified to the Applicants, in preparation for the Auction.

18.2. The Preliminary Report may also include reference to the clarifications provided by the candidates pursuant to Article 82 of the Public Contracts/Procurement Law.

18.3. Once the Preliminary Report referred to in the preceding paragraph has been prepared, the Negotiations Committee notifies each applicant of the result of his or her own application, thus giving unsuccessful applicants the opportunity to express their opinions on the decision.

#### **19. Deadline for filing of complaints**

19.1. Complaints regarding the Preliminary Selection Report of the applicants for the Auction must be submitted within five (5) days after the date of notification, at the address and opening hours indicated in item 2.1. of this Call for Tender Program, for consideration by the Negotiations Committee.

#### **20. Qualification Final Report and Notification**

20.1. After compliance with the provisions of the preceding paragraph, the Negotiations Committee shall draft the Elaborate Final Report, in which it shall consider the comments expressed by the complaining applicants, maintaining or modifying the contents and conclusions of the Preliminary Qualification Report.

20.2. In the event that the Report referred to in the previous number involves a modification of the proposal to exclude one or more applications or the proposal to qualify or not to qualify applicants, the Negotiations Committee shall re-notify the Prior Notice in accordance with Paragraph 18, and the provisions of this item shall apply thereafter.

20.3. Once the Final Report has been drawn up, the Negotiations Committee notifies the applicants whose proposals have been selected, serving as an invitation to submit their Financial Proposals and confirmation of their participation in the Auction.

20.4. Qualified persons shall submit their Financial Proposal within 10 (ten) days from the date of notification.

## **PRESENTATION OF THE FINANCIAL PROPOSAL AND DEMONSTRATION OF TECHNICAL CAPABILITIES**

### **21. Format for Presentation of Financial Proposal**

- 21.1. The financial proposal, together with the supporting documents, shall be presented in duplicate, enclosed in an opaque, closed and sealed envelope, on the face of which the word **"Financial Proposal"** shall be written, and also bearing the name or designation of the Tenderer in conformity with the presentation templates, as featured in Annex A-1.
- 21.2. The Tender shall be written in Portuguese or, if it is not, it shall be accompanied by a duly legalized translation, in respect of which the Tenderer declares to accept the translated version as having precedence over the originals.
- 21.3. The bid value inserted in the Financial Proposal must be expressed in the national currency (Kwanzas). In the case of proposals in foreign currency, the bid amount shall be the converted value based on the reference exchange rate on the day of the presentation of the Proposal.
- 21.4. The proposal will remain sealed, only being opened at the Auction Session in the presence of all Tenderers.

### **22. Format for Presentation of Financial Proposal**

- 22.1. The Technical Proposal must be presented in a sealed envelope with the name "Technical Proposal". Within the proposal candidates shall present their area of expertise and the technical resources at their disposal. Likewise, they shall demonstrate relevant experience in carrying out similar activities. They shall present a list of projects [contracts which can best attest to it], as well as the presentation of their work team and its key personnel, and documents proving the experience and trajectory of the candidate (natural or legal person), in the industrial activity and / or in the industry segment in which he / she competes.

### **23. Guarantees**

- 23.1. With the offer, applicants shall present an adequate bank comfort letter or proof of professional risk insurance coverage, aiming at covering at least the basic opening price of the Auction and authorizing the immediate release of 5% of the respective offer value, as a form of guarantee, in case the candidate becomes the Allottee.
- 23.2. In addition to the situations provided for in the preceding paragraph, the deposit guarantee may be provided through the issuance of a certified check in favor of the adjudicating entity in the amount of 2% of the respective offer value.

23.3. Bank guarantees shall mandatorily be in their original form.

#### **24. Signing of the Proposal**

- 24.1. The Proposal shall be signed by the Tenderer or by his/her Representative. Whenever it is signed by the Representative, a document shall be attached, conferring on the latter, powers or authority to that effect;
- 24.2. In the case of an Association or Grouping of Tenderers, the proposal shall be signed by all the entities that comprise it, the Representatives of each one of the Associates, or the Representative, attaching the document that empowers them to do so.

#### **25. Deadline for the Submission of Proposals**

- 25.1. Proposals shall be submitted by 15h30 on May 14, 2019 at the Address and Business hours indicated in Item 2.1. of this Procedure Program.

### **PUBLIC ACT OF THE AUCTION**

#### **26. Formality of the Public Act**

- 26.1. In the public act, the reserve price as defined by the Negotiations Committee, and which had been keeping it confidential until that moment, is divulged.
- 26.2. The Negotiations Committee initiates the public act by stipulating the procedure, the dates of publication of the announcements and the notices regarding the clarifications that would have been provided.
- 26.3. It then reads the List of Bidders on the basis of entry of the envelopes.
- 26.4. Subsequently, envelopes relating to the application documents are opened, with the documents constituting the financial proposal remaining unsealed; thus initiating the Auction.
- 26.5. The Public Act can be attended by any interested party, with interventions restricted only to the Tenderers or their Representatives, provided they are duly accredited and under the following conditions:
- 26.5.1. To submit complaints, whenever any act of violation of the applicable law or of this program is committed during the public act itself;
  - 26.5.2. To submit complaints against the admission of any other tenderer or against their own exclusion or of the entity they represent;
  - 26.5.3. To examine the documentation provided, over a reasonable period of time, to be set by the Commission.

26.6. The deliberations of the Commission, taken within the course of the Public Act, shall be notified to the bidders, during the act itself, with no other form of notification being made, even if the addressees of the said deliberations are not present or represented in said act.

26.7. At any given moment, the Chairperson of the Commission may interrupt the Public Act, immediately fixing the time and date of its continuation, and being bound to justify the reasons for doing so.

## **27. Public Auction Session**

27.1. The Bidding session of the Industrial Plants governed by this Program shall take place under the direction of the Negotiations Committee at a Public Auction Session, which shall include the opening of Tenders and the classification of the Bidders.

27.2. Once the financial proposals have been opened, having remained sealed until the opening of the Auction, these will be sorted on the basis of highest combined score of the financial and technical proposals.

## **28. Awarding Criteria**

28.1. The tender shall be awarded on the basis of the most economically and technically advantageous offer, taking into account the following factors and weights:

28.1.1. Financial Proposal (FP) – 75%

28.1.2. Technical Proposal (TP) - 25%.

28.2. Criteria for evaluating financial proposals: the highest financial proposal (HFP) will be awarded 100 points and the other proposals will be given the score obtained using the following formula:

$$FP = 100 \times VP / HFP$$

Legend: FP – (Financial Proposal score); VP – (Value of the proposal); HFP

– (Value of the highest proposal)

28.3. Regarding the technical component, the elements that show proven experience of the tenderer in the manufacturing industry, and in the sector of the Industrial Unit under consideration, and the technical capacity for the development of the Industrial Unit in Angola, including qualifications of the management team, will be taken into account.

28.4. The Technical Proposal shall be assigned a rating of 0 to 100 points, measured by the following criteria and weights

28.4.1. Experience and general profile of the company in the manufacturing industry: 30%;

28.4.2. Experience and company profile in the Industrial Unit's value chain: 30%;



28.4.3. Academic profile of key personnel - number of workers with industrial qualifications (CP): 20%;

28.4.4. Revenue and volume of industrial production in the last 3 (three) years: 20%.

28.5. The proposals are classified according to their technical proposal score (TP) and financial proposal score (FP) combined according to the following formula:

$$\text{Final score} = \text{FP} * 75\% + \text{TP} * 25\%$$

28.6. The tender of the highest scoring competitor be selected as the winning tender.

28.7. For the industrial unit referred to in point 1.1.1 (a), a proposal by the applicant to maintain the existing workers is taken as a positive weighting, by adding the cost of dismissal of each worker to the value of the financial offer.

28.8. Applicants who apply for the industrial unit referred to in the previous point must be provided with the table of the cost of dismissal of each worker, upon request.

## **29. Publication of Documents**

29.1. The Negotiations Committee shall make the enabling documents available only in the case of the successful bidder.

## **30. Administrative Resources**

30.1. Bidders who participate in the Auction may resort to the analysis and judgment of the documents contained in the final result of the Auction Public Session and qualification of the Successful Bidder.

30.2. The time for filing an appeal will be after the decision declaring the winner of the Auction, at which point, bidders who participated in the Auction may appeal the decision rendered until then by the Negotiations Committee.

30.3. The appeals referred to in this item must be filed within five (5) business days from the date of publication of the decision.

## **APPROVAL OF THE AUCTION, AWARD AND SIGNATURE OF CONTRACT**

### **31. Approval of the Auction and Award of Contract**

- 31.1. Once the Eligibility and Classification conditions have been met by the Competitor declared as winner, the Negotiations Committee shall forward the entire bidding process to the Responsible Body for Conducting the Public Act, for its endorsement and award.

### **32. Causes of Non-Adjudication**

- 32.1. There shall be no award made in instances where one of the following causes below is established:
- 32.1.1. When all proposals would have been excluded;
  - 32.1.2. When no offer matches the established minimum bid price;
  - 32.1.3. Where, for unforeseen circumstances, it becomes necessary to amend fundamental aspects of the tender documents after the deadline for the submission of tenders;
  - 32.1.4. When the Responsible Body for Conducting the Public Act mandates the postponement of the auction for a period of not less than one year;
  - 32.1.5. When the Responsible Body for Conducting the Public Act loses interest in concluding the process, due to the occurrence of supervening circumstances related to the assumptions of the decision to contract.
- 32.2. The decision to cancel the Bid should be substantiated and shall be communicated in writing to all Tenderers.
- 32.3. If no award is made for reasons and grounds referred to in point 30.1.1, 30.1.2 and 30.1.3, a new procedure shall be opened within a maximum period of six months from the date of notification of the decision not to award.
- 32.4. If the grounds for non-awarding are as laid down in point 30.1.4, the Responsible Body for Conducting the Public Act is obliged to set the deadline of the postponement in the notification to Tenderers, and to initiate a new procedure within the prescribed period.

### **33. Termination of Award**

- 33.1. The Award shall be deemed to expire when, for reasons attributable to it, the Allottee:
- 33.1.1. Does not provide on time and under the terms required in this Procedure Program, the final guarantee deposit;

33.1.2. Does not make appearance on the day, the time and place fixed for the granting of the Contract;

33.1.3. In the event of the Allottee being an Association, if its members are not associated under the terms provided for in Paragraph 4 of Article 54 of the Public Contracts Law.

33.2. In the cases provided for in the preceding paragraphs, the Allottee shall forfeit the guarantee deposit provided, in favor of the contracting entity, and the Negotiations Committee shall award the Tender to the next highest bid or hold a new Auction session with the other Tenderers.

#### **34. Contract**

34.1. The Contract shall be put down in writing.

34.2. The costs and expenses incurred in putting the Contract down in writing shall be the responsibility of the Allottee.

#### **35. Draft Contract**

35.1. The Body Responsible for Conducting the Public Act shall approve the Draft Contract and submit it to the Allottee, the contents of which shall comply with the provisions of Article 110 of the Public Procurement Law.

35.2. The Allottee must decide on the Draft Contract within 5 (five) business days after its receipt, with silence being equated to tacit acceptance.

35.3. Objections to the Draft Contract are admissible when it encompasses obligations not contained in the documents that form the basis of this procedure.

35.4. In case of a complaint, the Body Responsible for Conducting the Public Act must provide clarification within 10 (ten) days from the date of receipt of the complaint.

#### **36. Signature and Grant of the Written Contract**

36.1. The Contract shall be concluded within a maximum period of 15 (fifteen) working days, counting from the date of acceptance of the respective draft or arrival at a decision on the complaint over the Draft Contract, there being notification as to the date, time and place of signature of the Contract.

#### **37. Payment of the Bid Value**

37.1.1. Payment of the value of the Allottee's bid shall be made by cash transfer or by Government Bonds or securities guaranteed by the State, within a maximum period of thirty (30) days after the conclusion of the adjudication and signature of the Contract.

37.1.2. The interested Parties shall provide proof of payment of the expected amount, by depositing same in the Single Treasury Account (STU), requesting the corresponding

confirmation through the issuance of the Collection Bill (CB) - Emoluments and Miscellaneous Fees, at the closing price of the Auction session, from the Tax Authorities, in accordance with the provisions of Presidential Decree No. 196/16, of September 23;

37.1.3. In the case of payments with Securities issued or Guaranteed by the State, the interested Parties shall prove payment of the expected amount, by transfer to the Treasury Account, and soliciting for the corresponding proof through the issuance of a Statement from the Securities Exchange Account;

37.1.3.1. In the case of payments made with Securities issued or Guaranteed by the State, these will be valued at their nominal value, unless in the last 3 (three) months the average stock price is below par, in which case the valuation is 90% of that average for securities with a residual maturity of less than or equal to one year and 80% of that average for securities with a residual maturity of more than one year;

The Office of the Competent Body for Conducting the Public Act shall make available copies of the documents of the current procedure, in hardcopy (paper) or digital format (computer file) immediately, or in exceptional cases, within a maximum of 5 (five) days after receipt of the request.

### **38. Counting of Deadlines**

38.1. The deadlines foreseen in the present Program are effective on working days, being suspended on Saturdays, Sundays.

### **39. Competent Jurisdiction**

For all issues arising from this Program, the Civil and Administrative Chamber of the Supreme Court shall be the competent organ to adjudicate.

# ANNEXES

## ANNEX A-1

### Mandatory information to appear on the packaging containing the tender

1 — The financial proposal, together with the documents which instruct it, shall be presented in an opaque, closed and sealed envelope, identified as follows:

FINANCIAL PROPOSAL [insert EPC] [insert name of tender] [name of Tenderer]
TECHNICAL PROPOSAL [insert EPC] [insert name of tender] [name of Tenderer]

2 — The enabling documents shall be presented in an opaque, closed and sealed envelope, identified as follows:

ENABLING DOCUMENTS [insert EPC] [insert name of Tender] [name of Tenderer]
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3 — The APPLICATION documents shall be presented in an opaque, closed and sealed envelope, identified as follows:

APPLICATION DOCUMENTS [insert EPC] [insert name of Tender] [name of Tenderer]
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4 — The wrappings referred to in the previous numbers shall be stored in a similarly opaque, closed and sealed wrapping, identified as follows:

[insert EPC]

[insert name of Tender]

**DO NOT OPEN BEFORE PUBLIC ACT]**

## ANNEX B

### Model of declaration of identification

[name, identification document number and address<sup>1</sup>], as legal representative of ... [firm, Tax ID number and registered office or, in the case of tender groups, firms, Tax ID numbers and registered offices], with branches in [indicate places], attached to the execution of the Contract to be celebrated, is composed of the following corporate bodies:

1. [Indicate bodies and members of the same]

Further it declares that the present Company was constituted on [date], having occurred the following social changes, according to the Social Pact that is annexed to this Declaration:

2. [indicate/insert amendments]

To be true, this Declaration is duly signed and legalized by the members of this Company with powers for this act.

[Place, date and signature]

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<sup>1</sup> Individual indicates the name, taxpayer's number, identity card number, marital status and domicile  
A legal person indicates the name, legal entity number, company name.

## ANNEX C

### Model of declaration of absence of impediments by the Applicant

[name, identification document number and address<sup>2</sup>], as legal representative of ... [firm, Tax ID number and registered office or, in the case of tender groups, firms, Tax ID numbers and registered offices], declares, under a commitment of honor, that:

1. It is not in a state of insolvency, declared by judicial order, in liquidation, dissolution or cessation of business, subject to any means of liquidation of assets or in any analogous situation or have pending proceedings;
2. It has not been the subject of a judgment which has the force of res judicata for any crime affecting its professional conduct if, in the meantime, it has not been rehabilitated, in the case of natural persons or, in the case of legal persons, the offenders have been convicted of those offenses of their governing bodies, directors or managers, and these are in full exercise of their functions;
3. No administrative penalty has been imposed for serious misconduct in professional matters if, in the meantime, it has not been rehabilitated, in the case of natural persons or, in the case of legal persons, they have been applied of that administrative sanction, the members of its administrative, management or management bodies, and these are in the exercise of their functions;
4. Has its legal situation fully regularized;;
5. Has its legal situation fully regularized;
6. Has its situation settled in relation to its tax obligations.

[Place, date and signature]

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<sup>2</sup> Individual indicates the name, taxpayer's number, identity card number, marital status and domicile  
A legal person indicates the name, legal entity number, company name.



**ANNEX D.**

**Information Research Authorization Model**

[name, identification document number and address ], as legal representative of ... [firm, Tax ID number and registered office or, in the case of tender groups, firms, Tax ID numbers and registered offices], we authorize the Negotiation Committee of the public tender for Alienation of the Industrial Unit [Name of the industrial unit], at its discretion, to request and obtain directly from the entities related in the references of the Competitor, to whom [indicate the name of the Competitor] all the information necessary for the evaluation of its experience in that field, for the purposes of qualification in the tender dossier.

[Place, date and signature]



## **Republic of Angola**

### **ANNEX E.**

#### **Model of declaration of acceptance of the specifications**

[name, identification document and address] as legal representative of [firm, tax identification number and headquarters or, in the case of competing groupings, firms, tax identification numbers and head offices], having taken full and perfect knowledge of the specifications relating to the execution of the contract to be concluded following the procedure of Public Tender for Alienation of the Industrial Unit [Name of the industrial unit], declares, under an honorary agreement, that its company undertakes to execute the said contract in accordance with with the contents of the abovementioned tender documents, in respect of which it declares to accept unconditionally all its clauses.

[Place, date and signature]



## **República de Angola**

### **ANNEX F.**

#### **Model of Bank Comfort Letter**

In the name and at the request of [name of Bidder / Successful Bidder], with registered office at [address], legal person number [number], registered at the Commercial Registry Office of [place] under number [number] with the share capital of [full value], the Bank [name], headquartered in [dwelling place], declares to provide for the Angolan Ministry of Finance, located at Largo da Mutamba in Luanda, an autonomous Bank Comfort Letter, irrevocable and the first request, in the amount of [amount in full], corresponding to a minimum coverage of 5% of the value of the financial offer, if the candidate becomes the successful tenderer, as provided for in the Public Tender for Alienation of the Industrial Unit [Name of the industrial unit].

Accordingly, under this Comfort Letter, this Bank is obliged to pay the first request of the Ministry of Finance, without interference by the guarantee and observing the above amount without the Ministry of Finance having to justify the request and without the Bank being able to invoke, for their benefit, any means of defense.

The Bank shall pay the amounts requested by the Ministry of Finance on the day following the request, after which, without payment being made, interest at the highest rate charged by the Bank for active operations shall be charged without prejudice of immediate execution of the debt assumed by the latter.

This autonomous Comfort Charter can not under any circumstances be denounced, remaining in force until its extinction, in accordance with the terms of the Call and the applicable legislation.

The Bank also assures that the commitment assumed herein fully complies with the requirements and determinations of Angolan legislation and, in particular, banking law, and the jurisdiction of the [Identification of the Court of the territorial jurisdiction in question] is competent to settle any questions relating to this warranty, expressly waiving any other.

Finally, the undersigned hereby declare that the Bank and these are regularly authorized to provide such Banking Guarantee, pursuant to the provisions of the Bank's Bylaws.

[Place, date and signature]



## **República de Angola**

### **ANNEX G.**

#### **Model of Guarantee Insurance**

The insurance company [name], with its registered office at [address], registered at the Commercial Registry Office of [Place] under the number [number], with share capital of [value], provides in favor of the Ministry of Finance, located in the Largo da Mutamba in Luanda, and under a surety-bond agreement entered into with [name of the Bidder / Successful Bidder], with registered office at [address], legal entity number [number], enrolled at the Commercial Registry Office of [local], under no. [number], with the share capital of [amount in full], guarantee for the first request, in the amount of [amount], in the value of [amount in full], corresponding to the minimum coverage of 5% of the value of the financial offer, if the applicant becomes the successful bidder, as provided for in the Program of the Public Tender for Alienation of the Industrial Unit [name of the Industrial Unit].

The insurance company undertakes to pay that amount within three working days following the first request of the Ministry of Finance, without the latter having to justify the request and without the latter being able to rely on any means of defense.

The insurance company may not oppose the Ministry of Finance, any exceptions relating to the surety-bond agreement entered into between it and [Name of the Bidder / Successful Bidder].

The present guarantee guarantee, at the first request, can not under any circumstances be revoked or denounced, remaining in force until its extinction or cancellation, under the terms set forth in the Contract and in the applicable legislation.

This surety bond is governed by Angolan legislation, and the jurisdiction of the Provincial Court of [Identification of the Tribunal of the territorial jurisdiction in question] is competent to resolve any issues arising therefrom, expressly renouncing any other.

[Place, date and signature]



## **República de Angola**

### **ANNEX H.**

#### **Model of Financial Proposal Presentation**

**Tender:** Alienação Total da Unidade Industrial [nome da Unidade Industrial]

**To:**

**Ministry of Finance**

**Luanda – Angola**

Dear Sirs,

In addition to our technical proposal and under the terms of the Tender Program and Charge Book published by the Ministry of Finance for the Public Tender for Total Sale of the Industrial Unit [name of the Industrial Unit], we, the undersigned, present the respective bid proposal to the Auction, in full compliance with the requirements mentioned in the Bidding Documents, the details of which are given in the attached document, in the amount of [Indicate the total value in figures] [indicate the total Bid amount in words], hereinafter "Value Total of the Proposal ". The amount referred to is in accordance with the bid base value, as mentioned in the Tender Document.

We undertake, if our proposal is accepted, to make timely payments as mentioned in the tender documents.

Date: [Indicate/Insert day, month and year]

Duly authorized to sign this proposal by [name of the Bidder] and on behalf of the Bidder.

[Name] [Signature]