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CIRCULAR

Dear Sirs,

It is our pleasure to invite you to visit our website www.impresanacional.gov.ao, where you can access, amongst other information, the summary of the contents published in the three series of the *Diário da República*.

It is necessary to avoid any inconvenience that results to our services from the fact that subscriptions to the *Diário da República* are not made in advance;

In order for there not to be any interruption to the supply of the *Diário da República* to our esteemed clients, it is our pleasure to inform that subscriptions for 2021 shall be opened until 15 December 2021, so that regularisation of payments should be made at our services.

1. We inform that the price of subscriptions to the *Diário da República* for 2021, shall be charged at the rates detailed below, subject to Value Added Tax (VAT) in force:

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5. Clients who opt to receive the *Diários da República* of the 3rd Series, by way of e-mail, should indicate the respective electronic address in order to proceed.

Observations:

a) These rates may be changed should there be a devaluation in the national currency or any other factor that may impact on our cost structure;

b) Subscriptions made after 15 December 2020 shall be subject to a 15% charge on top of the prices in force.

SUMMARY

National Assembly

Law nº 41/20:

Of Public Contracts. — Repeal of Law Nº 9/16, of 16 June.

Ministry of Education

Executive Decree Nº 361/20:

Creates the school of General Secondary Teaching, 2nd Cycle, denominated Secondary School Nº 1.162 «21 de Janeiro» located in the Urban District of Maianga, Municipality of Luanda, Province of Luanda, made up of 30 classrooms, 90 classes, 3 shifts and approves the staff of the school established.

NATIONAL ASSEMBLY

Law No 41/20 of 23 December

There is a necessity to adapt normative contents of public procurement to the new socioeconomic reality of the country, requiring and readjusting norms, filling gaps, as well as providing greater effectiveness and efficiency in the training and execution of public contracts;

It is accordingly advisable to provide public and private operators with legislation that is easier, faster, uniform and coherent in its application, ensuring the promotion of the typical principles of the management of public contracts;

Considering that the fulfilment and full application of the Public Contracts Law has faced some constraints in the opening and conducting of public tender procedures for the execution of public works contracts, acquisition, concessions and leasing of movable property and services, the National Assembly approves, by mandate of the people, under the combined provisions of subparagraph b) of article 161 and paragraph 2 of article 165, pursuant to all of the Constitution of the Republic of Angola, the following:

PUBLIC CONTRACT LAW

TITLE I

General Principles

CHAPTER I

General Provisions

ARTICLE 1

(Object)

This Law establishes the Legal Regime in regard to the Formation and Execution of Public Contracts.

ARTICLE 2

(Scope of application)

1. This Law shall be applicable to the formation and execution of contracts pertaining to the contracting of public works, lease or Acquisition of Movable Property and the Acquisition of Services entered into by a Contracting Public Entity, as well as:

a) The undertaking of other contracts to be concluded by Contracting Public Entities that are not subject to a special legal regime;

b) The formation and execution of administrative concession contracts, namely concessions for public works, public services, exploration of the public domain and the formation of contracts whose implementation is carried out through a Public-Private Partnership;

c) Contracts entered into by the bodies of defence, security and internal order, without prejudice to the provisions of subparagraph b) of paragraph 1 of article 7;

d) The formation and execution of contracts entered into by Public Companies and Public Domain Companies, under the terms of this Law, which benefit from operational subsidies or any operations with funds from the General State Budget, whose estimated value is equal to or greater than to that provided for in level 7 of Annex I

e) Commercial contracts arising from financing.

2. The execution of public contracts not regulated

by this Law shall, alternatively, be subject to the provisions set forth in Titles V or VI, according to the specifics of the case.

ARTICLE 3

(General principles)

In the formation and execution of public contracts, the general principles deriving from the Constitution, the procedural regime and administrative activity must be respected, particular with regard to the following:

- a) Legality;
- b) Economy;
- c) Probity;
- d) Formalism;
- e) Pursuing the public interest;
- f) Impartiality;
- g) Proportionality;
- h) Good faith;
- i) Sustainability and responsibility;
- j) Competition;
- k) Publicity;
- l) Transparency;
- m) Equality;
- n) Continuity and regularity.

ARTICLE 4

(Good corporate governance practices in the formation and execution of public contracts)

1. Economic operators participating in the process of formation and/or execution of contracts subject to this Law must observe the principles and rules of corporate governance, namely the regular provision of information, organised accounting, internal

control systems and social, environmental and labor accountability.

2. In contracts that are intended to have a term of more than three years, candidates or competitors must prove, by way of document, in the respective procedure, the adoption of good corporate governance practices compatible with the standards recommended in Angola by the institutions as well as the publication of an annual report on good corporate governance practices or an equivalent document.

ARTICLE 5

(Definitions)

For the purposes of this Law, the following is understood:

a) *Framework Agreement* — contract by which one or more Public Contracting Entities regulate the terms and conditions applicable to contracts to be signed with one or more entities during a certain period of time;

b) *Adjudication* — act by which the body responsible for the decision to contract accepts the only proposal presented or chooses one of the several proposals presented;

c) *Acquisition of Movable property* — a contract whereby a Contracting Public Entity acquires movable property, including goods and moving agents, from a supplier, upon payment of a price;

d) *Procurement of Services* — a contract whereby a Contracting Public Entity obtains a

certain result of manual, intellectual or consulting work, upon payment of a price;

e) *Candidate* — natural or legal person who participates in the qualification phase of a Limited Competition by way of a Prior Qualification, by submitting an application;

f) *Public Domain Exploitation Concession* — Contract through which the public partner transfers to a private individual the management of assets in the public domain whose enjoyment and risks are at its own expense and is responsible for providing benefits to interested parties;

g) *Concession of Public Works* - contract by which the co-contractor, concessionaire, undertakes, before a Contracting Public Entity, to execute or design and execute a public work, in exchange for the exploration of that work, by a certain period of time and, if so stipulated, the right to payment of a price;

h) *Concession of Public Services* - contract by which the co-contractor, concessionaire, undertakes before a Contracting Public Entity, to manage, in its own name and under its responsibility, a public service activity, for a certain period of time, being remunerated directly by the grantor or through all or part of the activity granted;

i) *Competitor* - natural or legal person who participates in any procedure for the formation of a contract, by submitting a proposal;

j) *Limited Tender by Invitation* - public contracting procedure in which the Contracting Public Entity invites several natural or legal persons

to submit a proposal, based on the registration provided for in article 13 of this Law or based on knowledge of their aptitude and recognised credibility for the execution of the intended contract;

k) *Limited Tender by Prior Qualification* - public contracting procedure in which the Contracting Public Entity allows any interested party to participate as a candidate, with the selected candidates being invited to submit a proposal following the assessment of their technical and financial capacity;

l) *Public Tender* - public contracting procedure in which the Contracting Public Entity allows any interested party to participate as a competitor;

m) *Emergency Contracting* - public contracting procedure in which the Contracting Public Entity requests a natural or legal person to present a proposal or invoice to deal with unpredictable situations objectively qualified as emergency, under the terms of this Law;

n) *Simplified Contracting* - public contracting procedure in which the Contracting Public Entity invites a natural or legal person to submit a bid;

o) *Public Works Contract* - contract for any construction or design and construction, reconstruction, expansion, alteration or adaptation, repair, conservation, cleaning, restoration, adaptation, improvement works and demolition of immovable property, to be carried out on behalf of a Contracting Public Entity, upon payment of a price;

p) *Lease of Movable Property* - contract by which a lessor undertakes to provide a Contracting

Public Entity with the temporary enjoyment of movable property, upon consideration, which may take the form of rental, finance lease or lease involving the option to purchase the goods leased;

q) Public-Private Partnership - legal relationship constituted by a contract or union of contracts, through which legal entities or private entities, designated by private partners, partner, in a lasting manner, with a public partner to ensure the development of an activity, tending to the satisfaction of a collective need in which the responsibility for financing, investment, exploration and associated risks rests, in whole or in part, on the private partner;

r) Electronic Dynamic Procedure - public contracting procedure, triggered on the electronic platform, in which the Contracting Public Entity allows any interested party to participate as a competitor, upon presentation of prices;

s) Proposal - document by which the bidder expresses to the Contracting Public Entity its willingness to contract and indicates the conditions under which it is willing to do so.

ARTICLE 6

(Contracting Public Entities)

For the purposes of this Law, Public Contracting Entities are:

a) The President of the Republic, the State's Central and Local Administration Bodies, the National Assembly, the Courts, the Attorney General's Office, the Independent Administrative

Institutions and Entities and Representations of Angola abroad;

b) Local Authorities;

c) Public Institutes;

d) Public Funds;

e) Public Associations;

f) A Public Companies and Companies with a Public Domain, as defined by Law;

g) Public law bodies, considering as such any legal persons that, regardless of their public or private nature, pursue the public interest without a commercial or industrial character and that in their pursuit are controlled or financed by the Angolan State with recourse to allocation of the General State Budget.

ARTICLE 7

(Exclusion of Application)

1. The following are excluded from the scope of this Law, whatever their values:

a) Contracts entered into under the rules of an international organisation to which the Republic of Angola is a party;

b) Contracts that, under the terms of the Law, are declared secret or whose execution must be accompanied by special measures, discretion and security, and those relating to the acquisition of weapons and military and police techniques relating to the defence or security of the State;

c) Contracts for the lease or acquisition of real estate property;

d) Contracts whose training procedure or whose execution is regulated by a special law, with regard to the matters covered by such law;

e) Contracts entered into with a Contractor, supplier of goods or service provider who is himself a Contracting Public Entity, except when in the economic activity carried out by him he submits to the logic of the market and free competition;

f) Contracts for the acquisition of financial services relating to the issue, purchase and sale or transfer of securities or other financial products, as well as the services provided by Banco Nacional de Angola.

2. Contracts entered into by Public Companies and Public Domain Companies that do not fall under paragraph d) of paragraph 1 of article 2 shall be excluded from this Law, except for contracts of administrative concessions, as well as assignments contractual positions or assignments of rights to exploit public service goods.

3. Any of the following legal services are also excluded: a) Representation by lawyer:

i. In an arbitration or conciliation carried out in Angolan territory or before an international arbitration or conciliation body;

ii. In legal proceedings before the courts, public authorities or before international institutions.

b) Legal advice provided in preparation for any of the proceedings referred to in subparagraph a) or when there are concrete indications and a high probability that the issue to which the advice relates

will become the object of such proceedings, provided that the advice is provided by a lawyer .

4. In the formation and execution of the contracts referred to in the preceding paragraphs, the Contracting Public Entities are bound to observe the general principles of this Law and those governing administrative activity, except when this conflicts with the nature or object of the contract.

5. The formation and execution of contracts excluded from the scope of application of this Law, as referred to in the previous numbers, are subject to inspection, audit and supervision of merit, from a cost-benefit perspective, by the Agency responsible for Regulation and Supervision of Public Procurement, and other entities, except when this conflicts with the nature or object of the contract.

CHAPTER II

Ethics in the Formation and Execution of Public Contracts

ARTICLE 8

(Conduct of civil servants)

1. Employees and agents of the Contracting Public Entity involved in the planning, preparation or carrying out of public procurement procedures or in the execution of public contracts, as well as the members of the Evaluation Committee, must:

a) Carry out their functions in an impartial manner;

b) Act in the public interest and in accordance with the objectives, rules and procedures determined in this Law;

c) Avoid conflicts of interest, as well as the appearance of conflicts of interest, in the exercise of their functions;

d) Avoid the practice, participation or support of fraudulent or subsumable acts in crimes of active or passive corruption;

e) Comply with the laws, regulations and rules relating to the conduct of public servants and the General Regime of Impediments and Incompatibilities in force for the Public Administration;

f) Keep secrecy, treating as confidential all information obtained under the procedure of which they become aware, except as otherwise provided by law.

2. The persons referred to in the preceding paragraph who have any patrimonial interest, direct or indirect, in the formation and execution of public contracts must immediately inform the competent body for the decision to contract, and must refrain from participate in any way in such proceedings, taking part in discussions or deliberations..

3. Any of the persons referred to in paragraph 1, during the exercise of their functions, are prohibited from:

a) Participating in any way, directly or indirectly, in public procurement procedures or in challenging proceedings relating to these procedures, in which you have a financial or other interest, by you or through your spouse, child or any other relative or affine in a straight line or up to the third degree of the collateral line, a person with

whom he lives in a de facto union or in a common economy or of which he is a partner or commercial associate;

b) Performing or fail to perform any act with the purpose or expectation of obtaining any undue payment, offer, favour or advantage, for himself or for any other person or entity;

3. Influencing or seeking to influence any action or deliberation of the Evaluation Committee or the decision of any member thereof, for the purpose or with the expectation of obtaining any undue payment, offer, favour or advantage for itself or for any other person or entity;

a) Requesting or receiving, directly or indirectly, any improper payment, offer, favour or advantage, for himself or for any other person or entity;

b) Search for or negotiate any work or contract with a person or entity interested in the procedure.

4. The provisions of subparagraph e) of the previous number are also applicable during the twelve months following the end of their duties..

5. Any of the persons referred to in paragraph 1 must, annually, declare, in the form prescribed by a specific normative act of the President of the Republic, their income and those of the members of their household, as well as their investments, assets and offers substantial benefits or benefits which could result in a conflict of interest in relation to their functions.

6. The declarations provided for in the previous number are confidential, cannot be publicly

disclosed and must be used strictly with a view to monitoring compliance with the provisions of this article.

7. Without prejudice to the civil and criminal liability that may apply, the violation of the obligations provided for in this article subjects the offender to disciplinary proceedings, under the terms of the law.

ARTICLE 9

(Conduct of interested parties)

1. Those interested in public procurement procedures may not get involved, participate or support:

a) Corrupt practices, such as offering any equity advantages, with a view to unduly influencing deliberations or decisions to be taken in the procedure;

b) Fraudulent practices, such as the intentional declaration of false or erroneous facts, with the aim of obtaining favourable resolutions or decisions in contracting procedures or in the context of the execution of a contract;

c) Restrictive practices of competition, translated into any acts of collusion or simulation between interested parties, at any time during the procedure, with a view to, inter alia, artificially establishing the bid prices, preventing the participation of other interested parties in the procedure or, by in any other way, prevent, distort or restrict competition;

d) Criminal practices, such as threats to people or entities, with a view to coercing them to participate or otherwise, in hiring procedures;

e) Any other ethically or socially objectionable practices.

2. The Contracting Public Entity that is aware of any of the practices provided for in the previous article must:

a) Exclude the proposal submitted by the interested party in the contracting procedure, notifying him of the exact reasons for the exclusion;

b) Inform the Agency responsible for the Regulation and Supervision of Public Procurement, of the illegal practice committed and the exclusion operated. Without prejudice to other civil, administrative or criminal proceedings that may take place, interested parties who engage in any of the practices provided for in this article may also be prevented from participating, for a period of one to three years, in other public procurement procedures and are subject to the payment of a fine, based on the following criteria.

3. Without prejudice to other civil, administrative or criminal proceedings that may take place, interested parties who engage in any of the practices provided for in this article may also be prevented from participating, for a period of one to three years, in other public procurement procedures and are subject to the payment of a fine, based on the following criteria:

a) Seriousness of the offence;

b) Degree of guilt of the offender;

c) Damages caused to the public interest;

d) Repeated character of the transgression;

e) Economic and financial situation of the offender.

4. The application of the sanction provided for in paragraph 3 must be preceded by a prior hearing, with notification to the concerned party, so that, within eight days, it presents the factual grounds for ascertaining the material truth.

5. The instruction and decision of the proceedings for the application of the impediment provided for in the preceding paragraph, as well as the promotion of the inclusion of the sanctioned entity in the list referred to in paragraph 2 of article 57, is the competence of the Body responsible for the Regulation and Supervision of Public Procurement..

6. The decision of the Agency responsible for the Regulation and Supervision of Public Procurement may be appealed to in court.

7. Legal acts or transactions essentially or principally directed, by artificial or fraudulent means and with abuse of legal forms, intended to violate the provisions of this article, are ineffective.

ARTICLE 10

(Reporting of unlawful practices)

1. Anyone who, in any way, becomes aware of the occurrence, attempt or imminence of occurrence of any of the illegal practices provided for in articles 8 and 9 shall immediately communicate the fact to the competent body for the decision to contract, to the Body responsible for the Regulation and Supervision of Public Procurement and any

2. Other supervisory or inspection bodies in matters of public procurement.

3. Reports made in good faith, even of facts that

may turn out to be false, cannot be subject to any administrative or other sanction provided for by law.

3. Without prejudice to the provisions of the previous number, false accusations made with intent or serious negligence are punishable under the terms of the law..

4. Whenever any participation proves unfounded, the Contracting Public Entity must, as soon as it becomes aware of the falsehood of the denunciation, restore the situation that would exist if the denunciation had not occurred.

CHAPTER III

Agency Responsible for Regulation and Supervision of Public Procurement, Contracting Public Portal, Registration and Certification of Suppliers

ARTICLE 11

(Agency responsible for Regulation and Supervision of Public Procurement)

1. The operation, regulation, inspection, observation, auditing and supervision of the public procurement system are ensured by the body responsible for the Regulation and Supervision of Public Procurement.

2. The rules on the organisation, activity and functioning of the body responsible for the Regulation and Supervision of Public Procurement are defined in a specific normative act of the President of the Republic.

ARTICLE 12

(Public Procurement Portal and National System of Electronic Public Procurement)

1. The Public Procurement Portal is the privileged means for centralising and disseminating information regarding the Public Procurement System.
2. The National Electronic Public Procurement System aims to ensure the dematerialisation of Public Procurement by carrying out the process of training and execution of public contracts, through Electronic Platforms, which can be developed and managed by the State.
3. The rules for the functioning, management and use of the National Electronic Public Procurement System by the public procurement market players, as well as the rules regarding the way of interconnection of these with the Public Procurement Portal are regulated in a specific normative act of the President of the Republic.

ARTICLE 13

(Registration and certification of suppliers)

1. The supplier registry is a centralised system for collecting and maintaining information on Contractors, suppliers of goods and service providers that enter into contracts with any Contracting Public Entities..
2. Within the scope of the registration referred to in the preceding paragraph, the certification of Contractors, suppliers of goods and service providers, in relation to whom there is confirmation

of their suitability and professional qualifications, for the purposes of the provisions of no. 8 of article 59.

3. The rules applicable to the registration and certification of suppliers are defined in a specific normative act of the President of the Republic.

CHAPTER IV

Administrative Proceedings

ARTICLE 14

(Applicable regime)

The administrative proceeding of acts carried out in the context of the formation and execution of public contracts is governed by this chapter and, alternatively, by the provisions of the Rules of Administrative Procedure..

ARTICLE 15

(Proceeding acts and nature)

Any acts performed by the Contracting Public Entity within the scope of the procedures covered by this Law that may harm the legally protected interests of individuals are susceptible to administrative challenge.

1. For the purposes of the preceding paragraph, any procedural documents provided for in article 45 are subject to direct challenge..
2. The complaints made in the public act, as well as the hierarchical appeals filed against the deliberations of the Evaluation Committee that decides on those complaints, are of a compulsory nature.
3. Administrative proceedings not covered by the provisions of the previous number are optional.

ARTICLE 16

(Period of Proceedings)

Administrative proceedings must be presented within five days of notification of the act to be challenged, unless another deadline is stipulated in this Law.

ARTICLE 17

(Presentation of proceedings)

1. Complaints must be addressed to the author of the act to be challenged..
2. Hierarchical appeals and inappropriate hierarchical appeals must be filed, respectively, to the hierarchical superior of the author of the act or to the body that exercises supervisory powers over that act.
3. The interested party must expose, in the complaint or in the request for the filing of the hierarchical appeal or even the improper hierarchical appeal, all the grounds for the objection, and may attach the documents it deems appropriate..
4. Hierarchical resources and inappropriate hierarchical resources are presented to the Contracting Public Entity, in paper format or through the respective electronic platform, always accompanied by a duplicate for the Agency responsible for the Regulation and Supervision of Public Procurement.
5. The bodies to which a hierarchical appeal or an inappropriate hierarchical appeal is directed must inform the respective decision to the body

responsible for the Regulation and Supervision of Public Procurement on the merits or dismissal of the challenge presented

ARTICLE 18

(Effects of proceedings)

1. The presentation of the administrative proceedings has no suspensive effect.
2. As long as the administrative proceedings have not been decided or the deadline for the respective decision has not expired, it cannot proceed with, as the case may be, with:
 - a) Qualification decision;
 - b) Electronic auction;
 - c) Negotiation;
 - d) The adjudication decision; e) Conclusion of the contract.

ARTICLE 19

(Counter-stakeholder audience)

When the administrative objection has as its object the qualification decision or the award decision, the competent body must, within five days after the respective presentation, notify the candidates or competitors so that, if they wish, they may comment, within a period of five days, about the request and its grounds.

ARTICLE 20

(Decision proceedings)

1. Administrative proceedings must be decided within a period of five days from the date of their submission, silence being equivalent to their acceptance.

2. If there is a hearing of counter-interested parties, the deadline for the decision shall be counted from the end of the period established for that hearing.

3. Interested entities that, in bad faith, resort to administrative challenges, making any stage of the procedure inoperative, shall be prevented from participating in any public procurement procedures, for a period of up to three years, fixed in function, appointed on the seriousness of their conduct, the estimated value of the contract and the damages caused by them therewith. 4. The competence to instruct and decide the processes of application of the impediment provided for in the previous number of the Agency responsible for the Regulation and Supervision of Public Procurement.

ARTICLE 21

(Legal Recourse)

Decisions rendered on administrative challenges are subject to litigation, under the terms of the law.

TITLE II

Types and Choice of Procedures

CHAPTER I

Types of Procedures and Choice of Procedure as a Function of Estimated Contract Value

ARTICLE 22

(Contract formation procedures)

1. Without prejudice to the special contracting rules provided for in Chapter VI of Title III, for the formation of contracts subject to this Law, Contracting Public Entities must adopt one of the following types of procedures:

- a) Public tender;
- b) Limited Tender by Previous Qualification;
- c) Limited Tender by Invitation;
- d) Simplified Contracting;
- e) Electronic Dynamic Procedure;
- f) Emergency Contracting Procedure.

2. In any of the procedures foreseen in the previous number, the Contracting Public Entities may choose to include a phase of negotiation of proposals..

3. The procedures described in subparagraphs a) to d) of paragraph 1 may, if technically feasible, include an Electronic Auction phase.

ARTICLE 23

(Estimated value of contract)

1. Without prejudice to the material criteria for choosing the Simplified Contracting procedure and the Emergency Contracting procedure, provided for in articles 27 to 31, the choice of the type of procedure is made according to the estimated value of the contract.

2. For the purposes of this Law, the estimated value of the contract is understood to be the base price, which corresponds to the maximum amount that the Contracting Public Entity is willing to pay in return for the execution of the contract to be entered into.

3. The estimated value of the contract is calculated based on the economic value of all the services covered by the contract to be signed..

4. a lower value has not been fixed in the specifications, the base price corresponds to the lower of the following values:

a) The maximum value of the contract to be signed allowed by the choice of procedure, when this is adopted, pursuant to the provisions of paragraphs 2 and 3 of the following article;

b) The limit of competence, established by law or by delegation, to authorise the expense inherent in the contract to be entered into.

5. The determination of the estimated value of the contract must be based on objective criteria, using, mainly, the reference prices of the service to be provided or the good to be provided, practiced in the Republic of Angola, from.

6. In addition, and without prejudice to ensuring competition, if there are no prices in the country for the service to be provided or for the good to be provided, the setting of the contract value may be a basis with reference to the average unit costs of services of the same type, based on the costs practiced in the domestic and international market.

ARTICLE 24

(Choice of the type of procedure based on the estimated value)

1. The adoption of the Tender procedure is mandatory. Public or Limited Tender by Prior Qualification, regardless of the estimated value of the contract, except as provided in the following numbers.

2. The choice of the Limited Invitation Tender procedure only allows the execution of contracts with an estimated value lower than level 5 of the Table of Value Limits contained in Annex I of this Law.

3. The choice of the Simplified Contracting procedure only allows the execution of contracts with an estimated value equal to or less than level 1 of the Value Limits Table contained in Annex I of this Law.

4. The choice of the Electronic Dynamic Procedure allows the signing of contracts with estimated values provided for in article 150,

5. In public procurement procedures aimed at signing a

concession contract, the Public Tender or the Limited Tender by Prior Qualification must be adopted, regardless of the base value of the estimated investment.

ARTICLE 25

(Batch division)

When services of the same type, capable of being the object of a single contract, are divided into several lots, each corresponding to a separate contract, the value to be met, for the purposes of choosing the procedure applicable to the formation of the contract for each batch, it is the sum of the estimated values of the various batches.

CHAPTER II

Choice of Simplified Contracting Procedure, based on Material Criteria and the Emergency Contracting Procedure

ARTICLE 26

(General Rule)

The choice of the Simplified Contracting procedure and the Emergency Contracting procedure, in

accordance with the provisions of this chapter, allows the execution of contracts of any value.

ARTICLE 27

(Choice of the Simplified Contracting procedure regardless of the object of the contract to be signed)

1. Whatever the object of the contract to be signed, the Simplified Contract procedure may be adopted when:

a) For reasons of technical or artistic aptitude, or relating to the protection of exclusive rights or copyright, the contract may only be executed by a single Contractor, supplier or service provider, as the case may be;

b) In a previous Public Tender, Limited Tender by Prior Qualification or Limited Tender by Invitation, no proposal has been awarded or no interested party has presented itself as a competitor or candidate and provided that the specifications and, in the case of the Limited Tender by Prior Qualification, the minimum technical and financial capacity requirements have not been substantially changed;

c) In case of early termination of a contract concluded following a Public Procurement procedure, for reasons attributable to the co-contractor, the execution of the contract being incomplete;

d) In the case of contracts for public works contracts, provision of services, acquisitions or leases of movable property to be carried out under

a Framework Agreement entered into with only one entity;

e) In cases of external financing, when as a result of negotiations, it is not possible to promote competitive procedures between the various eligible companies, and there are limitations imposed by the financing entity as to the entity to be contracted, for the formation and execution of commercial contracts subject to this Law.

2. In the case provided for in subparagraph c) of the preceding paragraph, the contract may be awarded to the bidder who submitted the bid ranked second, provided that the price of this bid does not exceed by more than 10% the price of the bid awarded first and the same guarantees are offered.

3. In the situations referred to in subparagraph e) of paragraph 1 of this article, the conclusion of the contract must be preceded by prior consultation, whenever recourse to more than one entity is possible and compatible with the grounds invoked for the adoption of this procedure.

ARTICLE 28

(Choice of the Simplified Contracting procedure for the formation of lease or acquisition contracts of movable property)

Without prejudice to the provisions of the previous article, the Simplified Contracting procedure may be adopted for the formation of lease contracts or the Acquisition of Movable Property, when:

a) In the case of leasing or acquiring goods or equipment intended for the partial replacement or increase of goods or equipment in current use of

the Contracting Public Entity, provided that the contract is entered into with the previous lessor or supplier and the change of this required the lease or Acquisition of Movable Goods or equipment with different technical characteristics, causing incompatibilities or disproportionate technical difficulties of use and maintenance;

b) It relates to acquiring goods quoted on raw material exchanges;

c) It relates to acquiring goods or equipment under particularly more advantageous market conditions, arising, in particular, from the liquidation of stocks due to the closure of commercial activity or others, bankruptcy, insolvency or forced sale.

ARTICLE 29

(Choice of the Simplified Contracting procedure for the formation of Service Procurement contracts)

Without prejudice to the provisions of article 27, the Simplified Contracting procedure may be adopted for the formation of Service Acquisition contracts, when:

a) These are new services consisting in the repetition of similar services that are the subject of a contract previously signed with the same service provider, following a Public Tender or a Limited Tender by Prior Qualification, provided that the previous contract has been concluded for less than 3 years and that the possibility of adopting a Simplified Contracting procedure has been indicated in the notice or in the tender program;

b) These are complementary services to those included in a contract previously signed with the same service provider, following a Public Tender or a Tender Limited by Previous Qualification, which, due to unforeseen circumstances, have become necessary for the execution of the services of the initial contract, provided that the complementary services cannot be, technically or economically, separated from those, without serious inconvenience for the Entity Contracting Public;

c) As far as services of an intellectual nature are concerned, namely consultancy services, the nature of the respective services does not allow the elaboration of contractual specifications that are sufficiently precise for the presentation of the qualitative attributes of the necessary proposals setting the criterion for awarding the economically most advantageous tender.

ARTICLE 30

(Choice of the Simplified Contracting procedure for the formation of public works contracts)

Without prejudice to the provisions of article 27, the Simplified Contracting procedure may be adopted for the formation of public works contracts, in the case of new works consisting in the repetition of similar works that are the subject of a previously signed contract with the same Contractor, following a Public Tender or a Limited Tender by Prior Qualification, provided that the previous contract was signed less than 3 years ago and that the possibility of adopting a Simplified Contract procedure has been indicated in the notice or in the contest program.

ARTICLE 31

(Emergency Contracting)

1. To the extent strictly necessary and for reasons of emergency, resulting from unforeseen events not attributable to the Contracting Public Entity, Emergency Contracting procedure shall be adopted when the deadline

or formalities foreseen for the other public contracting procedures cannot be proven to be fulfilled.

b) For the purposes of the previous number, the following are considered emergency situations, among others:

- c) Disasters;
- d) Calamity;
- e) Ravines;
- f) Cyber attacks;
- g) Landslides;
- h) Floods;
- i) Endemic, epidemic or pandemic outbreaks;
- j) Storms;
- k) Landslide.

TITLE III

Contract Formation

CHAPTER I

Common Provisions

SECTION I

Start of Procedure

ARTICLE 32

(Decision to hire)

1. Public contracting procedures begin with the decision to contract, issued by the competent body to authorise the expense inherent in the contract to be signed..

2. The Contracting Public Entity can only take the decision to contract when the amount is entered in its budget, unless it is stated in the announcement, invitation or program of the procedure that the award is dependent on the approval of the corresponding budget entry..

3. The decision to contract is obligatorily communicated by the Contracting Public Entity to the Agency responsible for the Regulation and Supervision of Public Procurement, based on the model in Annex II of this Law.

ARTICLE 33

(Decision of choice of procedure)

1.The decision to choose the public procurement procedure to be specifically adopted is the responsibility of the competent body for the decision to contract.

2.The decision referred to in the previous number is always grounded, even if by reference to studies or reports that have been carried out for this purpose.

ARTICLE 34

(Delegation of competences)

1. Without prejudice to the provisions of paragraph 2 of article 44, the competence to perform any acts provided for in this Law may be delegated or sub-delegated.

2. The resolution or termination of contracts, entered into under the regime of the previous number, does not presuppose a new authorisation by the delegating body, unless expressly indicated otherwise.

1. The delegate has the duty to inform the delegating body in writing about the reasons and grounds for the act performed under the preceding paragraph.

ARTICLE 35

(Association of Contracting Public Entities)

1. Contracting Public Entities may join together with a view to establishing a contract or a framework agreement, the execution of which is in the interest of all or which all may benefit.

2. Under the terms of the previous number, the Contracting Public Entities must designate which of them represents the association, through the execution of a protocol.

3. It is incumbent upon the association's representative to conduct the contracting procedure that may be chosen, being tacitly entrusted with all the necessary powers for this purpose..

4. Decisions to hire, choose the procedure, qualify the candidates and award must, however, be taken jointly by the competent body of each of the associated Contracting Public Entities, unless expressly delegated by the association's representative, all or of some of these powers, in accordance with the applicable rules.

SECTION II

Expense Authorisation

ARTICLE 36

(Competency to authorise the expense)

1. The competence to authorise the expense inherent to the formation and execution of contracts covered by the scope of application of this Law is determined in a specific normative act of the President of the Republic.

2. Exceptions from the previous number are sovereign bodies, local authorities, independent administrative entities, whose competence to authorise the expenditure must be defined, in accordance with the respective Organic Laws or Statutes..

ARTICLE 37

(Competency to authorise the expense of insurance contracts)

1. In exceptional cases where it is considered convenient to enter into insurance contracts whose acquisition is not legally mandatory, the respective expense requires prior authorisation from the President of the Republic or to whom he delegates, upon proposal of the competent body to authorise the expense.

2. The provisions of the previous number do not apply to expenses with the purchase of insurance:

a) Which, by imposition of local laws or of the holder of the right to insure, have to be carried out abroad;

b) Of cultural goods.

ARTICLE 38

(Competence to authorise expenditure in cases of Simplified Contracting procedures adopted according to material criteria and within the scope of the Emergency Contracting procedure)

The competence to authorise the expense inherent to the formation and execution of contracts entered into following the Simplified Contracting procedures adopted according to the material criteria and the Emergency Contracting procedure is determined in a specific normative act of the President of the Republic and the bodies referred to in no. 2 of article 36

ARTICLE 39

(Expenditure unit)

1. For the purposes of this section, the expense to be considered is the total cost of carrying out the respective contract, even if the price has to be settled and paid in instalments in accordance with the respective contractual clauses or with the legal and regulatory provisions applicable.
2. It is prohibited to split the expense in order to defraud the provisions of the previous number.

ARTICLE 40

(Change of authorised expense amount)

1. The competence established under the terms of the previous articles is maintained for expenses arising from alterations, variants, price revisions and additional contracts, provided that the respective total cost does not exceed 15% of the initial competence limit.

2. When the percentage limit established in the previous number is exceeded, the authorisation to increase the expense is the responsibility of the body that, under the terms of the previous articles, has the power to authorise the expense for its total amount, including the increases.

3. Without prejudice to the provisions of the preceding paragraphs, it is prohibited to enter into addenda resulting from work in excess of contracts in progress or completed, the value of which exceeds the amount imposed by the annual rules for the execution of the State Budget in force.

ARTICLE 41

(Economic year)

1. Without prejudice to the provisions of paragraph 3, expenses relating to contracts that give rise to a budgetary charge in more than one economic year or in a year other than the year in which it was carried out cannot be incurred without prior authorisation granted by Joint Executive Decree of the Head of the Ministerial Department responsible for Public Finance and of the Head of the Ministerial Department of Guardianship, unless the following conditions are met, cumulatively:

- a) Result of legally approved multi-year plans or programs;
- b) The term of execution of the contract does not exceed 3 years.

2. The Joint Executive Decrees and the contracts referred to in the previous number must set the maximum limit of the charge corresponding to each economic year.

3. Within the sixty days prior to the end of the economic year, contracts may be entered into that imply the incurrence of expenditure at the beginning of the immediate economic year, provided that the following conditions are met, cumulatively:

- a) The expense is certain and indispensable;
- b) The charges incurred do not exceed the amount of two-twelfths of the amount allocated to expenses of the same nature in the budget of the year in which the contract is signed.

4. Any charge resulting from the application of the provision in the previous number can only be assumed as long as it is declared by the competent body of the Ministerial Department responsible for Public Finance, that the amount to support that expense has been included in the applicable budget project.

5. The declaration referred to in the previous number supplies the legally required compliance information and complies with the condition that the charge will be borne by the corresponding budget amount for the immediate financial year.

6. The provisions of paragraphs 3 to 5 of this article do not apply to expenses resulting from alterations, variants, price revisions and additional contracts, provided that the new charges are in line with the budget in force on the date on which the Entity Contracting Public order the alteration or variant to be carried out, approve the price revision or enter into the contract adds.

SECTION III

Evaluation Committee

ARTICLE 42

(Constitution and impediments)

1. Without prejudice to the provisions of articles 144, 148 and 151, public contracting procedures are conducted by an Evaluation Committee, consisting of three or five permanent members, one of which presides, and two alternate members.

2. The members of the Evaluation Committee are appointed by order of the competent body for the decision to hire.

3. The members of the Evaluation Committee must have experience in public procurement in Angola and qualifications that meet the requirements and guidelines issued by the Executive or the Body responsible for Regulation and Supervision of Public Procurement.

4. The members of an Evaluation Committee cannot be appointed upon which the situations provided for in article 8 occur.

5. Any person who is nominated as a member of an Evaluation Committee and who finds himself in one of the situations provided for in the preceding paragraph must immediately inform the competent body of the decision to contract about the existence of the impediment.

6. Failure to comply with the duty provided for in the preceding paragraph subjects the offender to disciplinary proceedings under the law, and the sanction may include the impediment to future participation in any other evaluation committees.

7. By way of a specific normative act of the President of the Republic, an administrative model for the constitution of specialised technical services in public procurement procedures can be created.

ARTICLE 43

(Operation)

1. The members of the Evaluation Committee begin their duties on the date indicated in the order that determines their constitution.

2. The members of the Evaluation Committee carry out their activities with independence and impartiality..

3. The Evaluation Committee works when the majority of its effective members are present..

4.The deliberations of the Evaluation Committee are taken by the majority of votes of the members present, with no abstentions.

5. The Evaluation Committee may designate, from among its members or from among the staff of the services of the Contracting Public Entity, a secretary who is responsible, inter alia, for drawing up the minutes.

6.Whenever necessary, the competent body for the decision to hire may appoint experts or consultants to support the Evaluation Committee in the exercise of its functions, and they may participate, but without the right to vote, in Committee meetings.

7. In deliberations in which there is a losing vote of any of the members, the reasons justifying their disagreement must be included in the respective minutes, in the form of a declaration of vote.

ARTICLE 44

(competence)

1. The Evaluation Committee has the responsibility, namely to:

a) Provide the necessary clarifications for a good understanding of the parts of the procedure

b) Receive applications and proposals;

c) Conduct the public act of the competition, practicing, within its scope, the acts of admission, conditional admission and non-admission of proposals;

d) Appraise applications and proposals;

e) Prepare the analysis and evaluation reports of applications and proposals;

f) Propose to the competent body for the decision to hire, the practice of acts of exclusion of candidacies and proposals, qualification of candidates and award of proposals.

2. In addition to other powers assigned to it by this Law, the Evaluation Committee is also responsible for exercising the powers delegated to it by the competent body for the decision to contract, although the decisions referred to in paragraph f) of the previous issue.

3. The Evaluation Committee must take note of the parts of the procedure before exercising any of the powers provided for in paragraph 1.

SECTION IV

Procedure Parts

ARTICLE 45

(Types of parts)

1. The parts of the procedures are as follows:

- a) In the Public Tender - the notice, the tender program and the specifications;
- b) In the Limited Tender by Prior Qualification - the announcement, the tender program, the specifications and the invitation to submit proposals;
- c) In the Limited Tender by Invitation - the invitation to submit proposals and the specifications;
- d) In the Simplified Contracting procedure - the invitation to submit proposals and the specifications;
- e) In the Electronic Dynamic Procedure - the advertisement.
- f) In the Emergency Contracting Procedure - the emergency request.

2. Consulting Services, the tender program and the specifications are replaced by the Terms of Reference.

3. In the special tender procedure for design works, the tender program and the specifications are replaced by the Terms of Reference, pursuant to article 158.o

4. The parts of the procedures referred to in the previous numbers are approved by the competent body for the decision to contract.

5. The provisions of the contest program prevail over any non-conforming indications contained in the announcement or invitation, in the Contest Limited by Previous Qualification.

6. The emergency request pursuant to the provisions of subparagraph f) of paragraph 1 may consist of a mere setting of technical specifications or a reference to other essential aspects such as price, object of obligations, quality, quantity or term.

ARTICLE 46

(Contest program)

The tender program has the nature of an administrative regulation and defines the terms to which the entire procedure follows until the conclusion of the contract.

ARTICLE 47

(Specifications)

1. The specifications are the part of the procedure that contains the legal clauses, including those relating to matters of a technical and financial nature, which must be included in the contract to be signed.

2. The standard terms of reference for the most frequent categories of contracts are approved by specific normative act of the President of the Republic or whoever he delegates.

3. In cases of obvious simplicity of the services that constitute the object of the contract to be concluded, the clauses of the contract documents may consist of a mere fixing of technical specifications or a reference to other essential aspects of the performance of the contract, such as the price or the term..

4. In the procedures for the formation and execution of contracts to be carried out through Public-Private

Partnerships, the Contracting Public Entity may prescribe the conditions for any authorisations from the financing entity to intervene in the management of the contract in defining the specialty projects, the constructive details essential for an exact and detailed definition of the work, the finishing maps and, when they exist, the drilling plans and the geological profiles.

4. If there is no geological study of the terrain, the main characteristics of the same must be defined by the Contracting Public Entity.

5. In case of non-conformity between the written pieces and the drawn pieces, the drawn ones prevail.

6. In exceptional, duly substantiated cases, in which the successful tenderer must assume, under the terms of the contract documents, the obligations of result relating to the use of the work to be carried out or in which the technical complexity of the construction process of the work to be carried out requires, in Due to the technical nature of the bidders, their special connection to the design thereof, the Contracting Public Entity may provide, as an aspect of the execution of the contract to be entered into, the preparation of the execution project, in which case the specifications must be integrated only by a base program.

ARTICLE 48

(Invitation)

The invitation is part of the procedure through which the Contracting Public Entity requests the submission of proposals to qualified candidates, in the case of the Limited Tender by Prior

Qualification, or to the entities chosen by it, in the case of the Limited Tender by Invitation or the Simplified Contracting procedure.

ARTICLE 49

(Project in public works contracts and concessions)

1. Without prejudice to the provisions of paragraph 3 of article 47, in the case of public works contracts and concessions, the specifications include a project consisting of written and drawn pieces necessary for a correct definition of the work and execution of the works, namely those relating to its location, the volume and type of works, the estimated value of the contract, the nature of the land, the general layout and other construction and technical details.

2. For the purposes of the preceding paragraph, the written pieces contain, in addition to other reputed elements necessary, the following:

a) The descriptive memory;

b) The measurement map, containing the forecast of the quantities and quality of work necessary for the execution of the work;

c) The work program, with an indication of the execution period and any intermediate deadlines;

d) Environmental impact studies, pursuant to applicable legislation;;

e) Environmental impact studies, pursuant to applicable legislation.

3. For the purposes of paragraph 1, the drawings contain, in addition to other elements considered necessary taking into account the nature of the work in question, the location plan, plans,

elevations, sections, elements eliminate certain companies or products, and it is also prohibited to use trademarks, patents, or types of trademarks, or to indicate a specific origin or production, except when it is impossible to describe the specifications, in which case it is permitted the use of those, accompanied by the expression "or equivalent".

ARTICLE 50

(Technical specifications)

1. The technical specifications are contained in the specifications and are fixed in order to allow the participation of competitors under equal conditions and the promotion of competition.

2. The technical specifications define the characteristics required of a product, namely the levels of quality or use, safety, dimensions, including the requirements applicable to the product in terms of terminology, symbols, tests and methods testing, packaging, marking and labelling and that allow the objective to characterise a material, a product or a good to be supplied in a way that corresponds to the use for which it is intended by the Contracting Public Entity.

3. The technical specifications can be completed by a prototype of the material or element, which must be expressly identified in the parts of the procedure.

4. Technical specifications can be defined by reference to national or foreign standards.

1. Technical specifications are defined by reference to:

a) National technical specifications for the design and use of products, if any;

b) Other documents, namely and in order of preference, to national standards that transpose already accepted international standards, other internal standards or conditions of national technical approval or any other standard.

2. Without prejudice to the provisions of paragraph 1 and subparagraph d) of paragraph 2 of article 53, it is not allowed to set technical specifications that mention products of a given manufacture or provenance or mention particular manufacturing processes whose effect is to favour or

situations of serious non-compliance by the specific company.

ARTICLE 51

(Clarifications and rectifications of the parts of the procedure)

1. The clarifications necessary for the proper understanding and interpretation of the parts of the procedure must be requested by the interested parties, in writing, by the end of the first third of the deadline set for the submission of applications or proposals, as the case may be, and must be provided in writing, until the end of the second third of the same period.

2. The competent body for the decision to contract may also, on its own initiative, until the end of the second third of the deadline set for the submission of candidacies or proposals, as the case may be, proceed to rectify the elements or data contained in the documents of the procedure.

3. When the clarifications or rectifications provided for in the preceding paragraphs are communicated

beyond the deadline established for that purpose, the deadline set for the submission of applications or proposals, as the case may be, must be extended, at least, for an equivalent period. lens to the verified delay.

4. The clarifications and rectifications referred to in the preceding paragraphs must be immediately attached to the parts of the procedure that are available for consultation and, when this is used, made available on the electronic platform of the Contracting Public Entity, all interested parties who have acquired or downloaded them be promptly notified of that fact..

5. The clarifications and rectifications referred to in the previous numbers become an integral part of the parts of the procedure, prevailing over these in case of divergence.

ARTICLE 52

(Project errors and omissions in procedures for the formation of works contracts or the Concession of Public Works)

1. By the end of the half-term set for the submission of proposals in the procedure for the formation of works contracts or the Concession of Public Works, interested parties must submit to the competent body for the decision to contract a list in which they identify, expressly and unequivocally, the errors and omissions of the project that concern the forecast of the type or quantity of work necessary for the full execution of the work and that result from a difference between the existing local conditions and those foreseen in the project or between the data in which it is based and the reality.

2. All errors and omissions of the project that the interested parties are exempt from the provisions of the previous number, acting with the due diligence objectively required in view of the deadline

for the presentation of proposals and other concrete circumstances, they can only detect in the contract execution phase.

3. The submission by any interested party of the list referred to in paragraph 1 suspends the period established for the submission of proposals from the end of half of that period until the publication of the decision provided for in paragraph 5 or, in the absence of an express decision , until the end of the same period.

4. The lists with the identification of errors and omissions detected by the interested parties must be made available to all those who have purchased the parts of the procedure.

5. Until the end of the period established for the submission of proposals, the competent body for the decision to contract must pronounce itself on the errors and omissions identified by the interested parties, considering as rejected all those that are not expressly accepted by it.

6. The decision provided for in the previous number must be notified to all interested parties who have acquired the parts of the procedure.

SECTION V

Rules of Participation

ARTICLE 53

(Promotion of the Angolan business community)

1. The parts of the procedure must contain rules aimed at promoting the preferential hiring of national natural or legal persons who are Micro, Small or Medium Enterprises, under Angolan law, under the terms defined by the Legal Framework for Support to Micro, Small and Medium Enterprises, according to the specific territorial circumscription, as well as prioritising national production.

2. For the purposes of the provisions of the previous number:

a) With regard to the negotiation phase, the tender program or the call for proposals may establish rules of preference for access to this phase by bidders who are natural or legal nationals;

b) With regard to the award, when the award criterion is the lowest price, the tender program or the call for proposals may establish a margin of preference for the prices proposed by bidders who are national natural or legal persons, which cannot exceed 10% of the price proposed by them;

c) With regard to the award, when the award criterion is that of the economically most advantageous tender, the tender program or the call for tenders may establish an increase in the overall score attributed to tenders from bidders who whether national natural or legal persons, which cannot exceed 10% of that score;

d) With regard to prioritising national production, the tender program or the call for proposals may, in cases where the criterion for awarding the most economically advantageous tender is adopted, contain rules that provide for the

attribution of points higher than goods produced, extracted or cultivated in Angola;

e) With regard to the procedures for the formation of contracts in which the bidder intends to use subcontractors, the tender program or the call for proposals may impose that a minimum percentage of the value of the subcontracted services be reserved to national natural or legal persons.

3. In the cases provided for in subparagraphs b), c) and d) of the preceding paragraph, the rules of preference may also be established for the benefit of bids from national competitors of States that are part of the common market of Southern Africa, COMESA or SADC or headquartered in these territories or in favour of goods produced, extracted or cultivated in those States.

4. For the purposes of the preceding paragraphs, national natural or legal persons are defined as such in the legislation in force, on the Promotion of National Entrepreneurs.

ARTICLE 54

(Foreign candidates and competitors)

1. Foreign natural or legal persons may only apply for or submit proposals in procedures for the formation of contracts whose estimated value is equal to or greater than that set out in Annex III of this Law, as well as in Simplified Contracting procedures, when adopted under the terms provided for in articles 27 to 30

2. Foreign natural or legal persons may also apply for or submit proposals in procedures for the

formation of contracts whose estimated value is lower than that established in the previous number, when, due to the technical specificity of the services covered by the contract, it is reasonably foreseeable that no national natural or legal person can carry it out properly..

3. Foreign natural or legal persons may also participate in design contests, unless the Contracting Public Entity expressly restricts such participation in the Terms of Reference.

4. For the purposes of the preceding paragraphs, foreign natural or legal persons are understood to be those not covered by the scope of application of the Legislation on the Promotion of National Entrepreneurs.

ARTICLE 55

(Associations)

1. Can be candidates or competitors, associations of natural or legal persons, whatever the activity they carry out, without any legal form of association between them.. 2. Members of an association that is a candidate or competitor cannot, individually or as part of another association, be candidates or competitors in the same procedure.

3. All members of an association are jointly responsible for maintaining the respective proposal or, when applicable, the respective application.

4. In case of award, all members of the association must join, prior to the conclusion of the contract, in the legal form provided for in the tender program.

ARTICLE 56

(Impediments)

1. Candidates or competitors cannot be accepted or integrate any candidate or competitor association, entities that:

a) Are the object of a boycott by international and regional organisations of which Angola is a part, namely the United Nations (UN), the International Monetary Fund (IMF), the International Bank for Reconstruction and Development (IBRD), the African Union (AU), the Southern African Development Community (SADC), the Central African Economic Community (ECAC) and the African Development Bank (ADB));

b) Are in a state of insolvency or bankruptcy, declared by court decision, in a phase of liquidation, dissolution or cessation of activity, subject to any preventive means of liquidation of assets or in any similar situation or have the respective process pending;

c) Have been convicted by a final and unappealable sentence, for a crime affecting their professional honour, if, in the meantime, their rehabilitation has not occurred, in the case of natural persons or, in the case of legal persons, the holders of their governing bodies of administration, direction or management have been convicted of those crimes, and they are in effective functions until the sanction is complied with;

d) Have been subject to the application of an administrative penalty for serious professional misconduct, if, in the meantime, their rehabilitation

has not occurred, in the case of persons or, in the case of legal persons, have been subject to the application of that administrative sanction, the holders of their administrative, management or management bodies, and these are in effective functions, until compliance with the sanction that was applied to them;

e) Have, in any capacity, provided, directly or indirectly, advice or technical support in the preparation and preparation of the parts of the procedure, likely to distort the normal conditions of competition;

f) They are included in the list drawn up by the Agency responsible for the Regulation and Supervision of Public Procurement referred to in the following article..

2. The candidate or competitor who finds himself in one of the situations referred to in subparagraphs c), d) and f) of paragraph 1 may prove that the measures taken by him are sufficient to demonstrate his suitability for the performance of the contract and not affectation of the interests that justify those impediments, notwithstanding the abstract existence of a cause of exclusion, namely through:

a) Demonstration that you have compensated or taken measures to compensate for any damages caused by the criminal offence or serious misconduct;

b) Full clarification of facts and circumstances through active collaboration with competent authorities;

c) Adoption of technical, organisational and personnel measures that are sufficiently concrete and adequate to avoid other criminal offences or serious misconduct.

3. Based on the elements referred to in the preceding paragraph, as well as the seriousness and specific circumstances of the offence or misconduct, the Contracting Public Entity may decide not to reveal the impediment, with the exception of unappealable court decisions.

ARTICLE 57

(List of non-complying companies)

1. The Contracting Public Entities shall send, annually or whenever necessary and requested, to the Agency responsible for the Regulation and Supervision of Public Procurement, a detailed report indicating the Contractors, suppliers of goods or service providers, natural or legal persons who have incurred in serious or repeated non-compliance with contractual obligations resulting in the early termination of the contract or the imposition of fines in a percentage greater than 20% of the contract value..

2. After evaluating the seriousness of the facts contained in the reports submitted by the Contracting Public Entities, the Body responsible for the Regulation and Supervision of the

Public Procurement draws up a list of natural or legal persons who have incurred the situation provided for in the preceding paragraph, and discloses it through the Public Procurement Portal

and the State Suppliers Registry, for the purposes of paragraph f) of no. 1 of the previous article.

3. It is incumbent upon the Body responsible for the Regulation and Supervision of Public Procurement to keep the list referred to in the previous number up-to-date, removing any natural or legal person from it three years after its inclusion in it..

4. The list referred to in paragraph 2 also includes the natural or legal persons to whom the sanction provided for in paragraph 3 of article 9 has been applied, throughout the duration of the sanction.

5. An aggravating circumstance takes place, for inclusion in the list provided for in this article, the recurrence of which in the withdrawal of the proposal within the period established for its maintenance, including the eventual automatic renewal.

6. After repairing the damage caused to the Contracting Public Entity, the Agency responsible for the Regulation and Supervision of Public Procurement may remove the company from the list of non-complying companies, provided that the repair is through the return of the amounts or full provision of the services whose non-compliance motivated its integration in the list of non-complying companies and application of a fine provided for in this Law.

ARTICLE 58

(Professional qualifications)

1. In the case of a procedure for the formation of a works contract or the Concession of Public Works, only companies holding a public works Contractor

license of category or subcategory indicated in the advertisement and in the program can participate as candidates or competitors. of the competition or, when applicable, in the call for proposals, of the class corresponding to the value of the proposal.

2. In the case of a procedure for the formation of a Service Acquisition or Public Service Concession contract, only holders of specific professional qualifications or authorisations or members of certain professional organisations to carry out the activity may participate as candidates or competitors. object of the contract.

SECTION VI

Proposal

ARTICLE 59

(Qualification documents)

1. With the notification of award, the successful tenderer must, within a period not exceeding fifteen days and upon request of the competent body for the decision to contract, submit the following qualification documents:

a) Proof of regularisation of social security contributions in Angola;

b) Proof of regularisation of the tax situation before the Angolan State.

2. Along with the bid, the bidder must present only the professional qualification, pursuant to article 58, as well as the Declaration, in which the bidder indicates his name, taxpayer number, identity card number and address or, in the case of a legal person, the respective identification number,

corporate name, registered office, names of members of its administrative, management or management bodies and other persons with powers to oblige it, in addition to the commercial registration or equivalent thereof.

3. If the competitor is a foreigner, the documents referred to in the previous numbers must have proof of the situations provided for in them in relation to the State of which he is a national.

4. When, in the State in which the competitor is a national, the documents referred to in subparagraph b) of paragraph 1 and in paragraph 2 are not issued, the bidder must attach, in its place, a declaration on honour, rendered before a notary, judicial or administrative authority or any other competent authority, certifying that the documents in question are not issued in that State.

5. The declaration referred to in the previous number must be written in Portuguese.

6. The documents provided for in subparagraph b) of paragraph 1 and paragraph 2 must be written in the Portuguese language or, if they are not written due to their origin, they must be accompanied by a duly legalised translation, to which the competitor declares to accept the prevalence, for all purposes, over the respective originals.

7. All qualification documents that, due to their own origin, are issued abroad must be recognised, under the terms of the applicable law, by the Consulate of Angola in the country where these documents are issued.

8. The provisions of the preceding paragraphs do not apply to natural or legal persons who are certified under the provisions of paragraph 2 of article 13, provided that the information on which this certification is based allows for proof of compliance of each of the obligations referred to in article 58.

9. For the purposes of the provisions of the previous number, the competitor must present, as the only qualification document, the document proving his certification.

10. Without prejudice to the previous number, at the award stage, the Contracting Public Entity must consult the Public Procurement Portal for the validity of the qualification documents.

11. Exceptionally, it is allowed to award proposals submitted by Micro, Small and Medium Enterprises that do not have the documents referred to in paragraph b) of paragraph 1 of this article.

ARTICLE 60

(Documents that constitute the proposal)

1. The proposal consists of the following documents;

a) Bidder's declaration of unconditional acceptance of the content of the specifications, drawn up in accordance with the model contained in the tender program or in the call for proposals;

b) Other documents relating to the performance of the contract, if required, in the tender program or in the invitation to tender.

2. In the case of procedures for the formation of works contracts or the Concession of Public Works, the proposal is also made up of the following documents:

a) List of unit prices for all types of work foreseen in the execution of project;

b) Work schedule including work plans, labour plan, equipment plan and equipment rental list;

c) Justification and descriptive memory of the work execution process;

d) financial schedule;

e) Declaration of commitment by which the competitor assumes full responsibility for the fulfilment of all obligations inherent to the execution of the contract, in case the competitor intends to resort to subcontracts;

f) List of Subcontractors, in the case provided for in the previous paragraph, when the provisions of subparagraph e) of paragraph 2 of article 53 apply;

g) Previous study, in the cases provided for in paragraph 6 of article 49 paragraph 1 must be signed by the bidder or by the representative who has powers to oblige him..

4. When the proposal is presented by a competing association, the declaration referred to in subparagraph a) of paragraph 1 must be signed by the common representative of the members that comprise it, in which case the instruments of mandate must be attached to the declaration, issued by each of its members, or, if there is no common representative, must be signed by all its members or their respective representatives.

5. Without prejudice to the provisions of subparagraph g) of paragraph 1 of article 68, all documents comprising the proposal must be written in Portuguese.

ARTICLE 61

(Variant proposals)

1. The proposals that present alternative conditions in relation to one or more clauses of the specifications are variants, under the terms expressly admitted by this.

2. The submission of variant proposals, when admitted by the tender program or by the invitation, does not exempt bidders from submitting a base proposal in accordance with the provisions of the tender specifications.

3. The aspects of the specifications for which alternatives are allowed for the purpose of submitting variant proposals must correspond to factors or sub-factors of densification of the criterion for awarding the most economically advantageous proposal.

4. The exclusion of the base proposal necessarily implies the exclusion of the variant proposals presented by the same bidder.

5. In cases where the tender program or the invitation does not allow the submission of variant proposals, each competitor may only submit one proposal.

ARTICLE 62

(Indication of Price)

1. The price of the bid shall always indicated in full, which is served in case of divergence with the one expressed in figures.
2. All legally applicable taxes, fees and charges are included in the bid price.
3. Whenever several prices are indicated in the proposal, in case of divergence between them, partial prices prevail, unitary or not, more broken down.
4. The proposals presented in the procedures for the formation of works contracts or the Concession of Public Works must contain the partial prices of the various works to be carried out.

ARTICLE 63

(Paper submission method)

1. In the event that the Contracting Public Entity chooses to submit the proposals on paper, the documents constituting the proposal must be presented in an opaque and closed envelope whose face must be written the word "Proposal" and the name or the competitor's name.
2. In the envelope referred to in the previous number, a duplicate of each of the documents that constitute the proposal must be included.
3. In case of submission of variant proposals, each one of them must be presented in an opaque, closed and sealed envelope, on the face of which must be written "Variant Proposal" and the name or

denomination of the bidder, and the provisions of No 2.

4. The envelopes referred to in the previous number must, in turn, be kept in another opaque envelope, closed and sealed, on whose face the designation of the procedure is identified.
5. The tender program or the call for proposals may establish that the documents, when formed by more than one sheet, constitute indecomposable fascicle or fascicles with all numbered pages, created by a process that prevents the separation or addition of sheets , the first written page of each issue must mention the total number of pages.
6. The delivery of the envelope referred to in paragraph 4 of this article may be done in person or by registered mail with acknowledgment of receipt, and, in any case, its reception must take place within the period established for the submission of proposals.

ARTICLE 64

(Method of submitting proposals in electronic form)

1. The Contracting Public Entity may impose, under the terms provided for in e) of paragraph 2 of article 132, that the proposals be presented on an electronic platform, provided that this ensures that they can only be opened after the end of the deadline for submission.
2. In the case provided for in the previous number, all proposals must be presented on the electronic platform indicated by the Contracting Public Entity.

3. The documents that make up the proposal are gathered in a separate file, identified with the words “Proposal”.

4. The date and time of receipt of the proposals are registered by the platform, and a receipt proving that receipt is given to the bidders.

5. The terms that must comply with the presentation and reception of proposals, pursuant to the provisions of the preceding paragraphs, are defined by specific normative act of the President of the Republic.

6. When, by its nature, any document constituting the proposal cannot be presented in accordance with the provisions of paragraph 1, it is enclosed in an opaque envelope, closed and sealed and delivered to the Contracting Public Entity, in compliance with the following:

a) The procedure and the Contracting Public Entity are identified on the face of the envelope.;

b) Delivery can be made in person or by registered mail with acknowledgment of receipt, and, in any case, its receipt must occur within the deadline set for the submission of proposals.

ARTICLE 65

(Deadline for submission of proposals)

1. The Public Contracting Entity shall place in the announcement and in the tender program or invitation, the date and time when the deadline for the submission of proposals ends, which must take into account the time necessary for its preparation, depending on the nature, the characteristics,

volume and complexity of the services that are the object of the contract to be signed.

2. The deadline for the submission of proposals is reasonably fixed, between twenty to one hundred and twenty days, in order to allow for their preparation under adequate conditions and with effective competition.

3. Without prejudice to the provisions of paragraph 3 of article 51, the deadline for the submission of proposals may only be extended, in duly substantiated cases, by decision of the competent body for the decision to contract.

4. In the procedures for the formation and execution of contracts to be implemented through Public-Private Partnerships, depending on their complexity, the Contracting Public Entity may set deadlines longer than those established in paragraph 2 of this article.

ARTICLE 66

(Deadline for maintenance of proposal)

1. Without prejudice to the possibility of setting a different deadline in the tender program or in the invitation to submit proposals, bidders are obliged to maintain their proposals for a period of sixty days from the date of the beginning of the public act.

2. The period for maintaining the proposals is considered automatically extended, for an equal period, if the bidders do not request otherwise..

CHAPTER II

Public Tender

SECTION I

Tender Items

ARTICLE 67

(Contest announcement)

1. The notice of the Public Tender is published in the *Diário da República*, in the III Series, and in the Public Contracting Portal, being prepared in accordance with the model in Annex IV of this Law, as well as in a newspaper with wide circulation in the country. Publicity will still be given to the competition through the posting of notices at the offices of the Local Administration Bodies of the State.

2. Publication of the advertisement in a newspaper of wide circulation in the country may only include the summary of the most important elements contained in the annex referred to in the previous number, provided that the date of submission for publication in the *Diário da República* is indicated..

3. Among the elements referred to in the preceding paragraph must include the address or, when applicable, the website or electronic platform of the Contracting Public Entity where the parts of the procedure are available.

4. Whenever, under the terms of the provisions of article 54, the participation of foreign natural or legal persons is admitted, the announcement made pursuant to paragraph 2 of this article is also

replicated in means that, demonstrably, take the information to international markets.

ARTICLE 68

(Tender program)

1. The Public Tender program shall indicate:

- a) Identification of tender;
- b) The Contracting Public Entity and the body that authorised expenditure;
- c) The manner, place and deadline for submitting the documents that constitute the proposals, under the terms of Articles 63 or 64;
- d) The date and time limit for submission of proposals, pursuant to the provisions of article 65;
- e) The qualification documents, pursuant to the provisions of article 59;
- f) The documents that constitute the proposals, pursuant to the provisions of article 60;
- g) The documents that constitute the proposals that can be written in a foreign language, mentioning the admissible languages;
- h) The possibility of submitting variant proposals and the maximum number of variants allowed;
- i) If variant proposals are accepted, which clauses in the specifications may be subject to variation and under what terms they must be evaluated, pursuant to article 61;
- j) The period of obligation to maintain the proposals, if different from that provided for in paragraph 1 of article 66;

k) The value of the guarantee provided for in article 100, when required, as well as the models relating to its provision;

l) The date, time and place of the beginning of the public act of the tender;

m) Whether or not the proposals submitted are subject to negotiation and, if so, which are the factors or sub-factors of the award criterion on which the negotiation focuses, as well as whether the case provided for in subparagraph a) or subparagraph b is applicable) of article 87;

n) If an electronic auction takes place, the rules and other information on its functioning, pursuant to the provisions of article 90;

o) If the adoption of a negotiation phase or an electronic auction is foreseen, if it is open to all bidders whose bids are not excluded or restricted to bidders whose bids were ranked in the first places and, in the latter case, what number of proposals to select;

p) The award criterion, as well as when the criterion of the economically most advantageous proposal is adopted, the explanation of the factors and any sub-factors that materialise it, the respective weighting and other elements necessary for the attribution of points to the proposals, materialised in a grid of evaluation.

2. The tender items must be available for consultation by those interested in the service indicated in the advertisement, within the respective working hours and until the end of the period established for the submission of proposals..

3. The tender documents must also be available for consultation on the Contracting Public Entity's electronic platform, when this is used in the procedure.

ARTICLE 69

(Consultation and supply of tender parts)

1.The tender items must be available for consultation by those interested in the service indicated in the advertisement, within the respective working hours and until the end of the period established for the submission of proposals.

2.The tender documents must also be available for consultation on the Contracting Public Entity's electronic platform, when this is used in the procedure.

3.The supply of parts may incur cost or be free of charge. 4.The downloading of the tender documents available on the electronic platform depends on the authentication of the interested party.

5.Provided that this is requested in good time, and upon payment of the respective shipping costs, the contest pieces must be sent or delivered to interested parties as soon as the request is receive.

6.The President of the Republic or whoever he delegates defines, through a specific normative act, the maximum fees to be charged by the Contracting Public Entities for the supply and download of the tender items.

7. The acquisition of the parts of the tender does not, under any circumstances, constitute a condition of participation in the tender.

SECTION II

Public act of the Tender

ARTICLE 70

(Public act)

1. Immediately after the deadline for the submission of proposals, the Evaluation Committee shall, in a public act, open the envelopes referred to in article 63 or, in the event that the Contracting Public Entity has opted for receiving electronic proposals, to their decryption, downloading and opening as referred to in article 64.
2. For justified reasons, the public act of the tender may take place within ten days following the one indicated in the previous number, on a date to be determined by the Contracting Public Entity.
3. The change in the date of the public act must be immediately communicated to the interested parties who proceed with the acquisition of the pieces of the competition and publicised by the means that the Contracting Public Entity deems most convenient, and a copy of the act of the change decision.

ARTICLE 71

(Session of the public act)

1. The session of the public act is continuous, comprising the number of meetings necessary to fulfil all its formalities.
2. The Evaluation Committee may, when deemed necessary, meet in a private session.
3. The Evaluation Committee is limited, during the public act, to making a formal analysis of the

documents that constitute the proposals provided for in article 60

ARTICLE 72

(General rules)

1. Any interested party may attend the public act, and only competitors and their representatives may intervene, as long as they are duly accredited.
2. Os Competitors or their representatives may, in the public act:
 - a) Examine all documents submitted, during a reasonable period to be determined by the Evaluation Committee;
 - b) Ask for clarification;
 - c) Submit complaints whenever, in the act itself, any infringement of the precepts of this Law, other applicable legislation or the program of the contest is committed;
 - d) Submit complaints against the admission of any other proposal;
 - e) File complaints against the non-admission of their proposal;
 - f) Submit mandatory hierarchical appeal of the deliberations of the Evaluation Committee.
3. When the documents have been submitted electronically, the Evaluation Committee guarantees, for the purposes of paragraph a) of the previous number, that competitors have access to them during the public act, either electronically or by reproduction on paper support.
4. Competitors' complaints may consist of a statement dictated for the official record or a written petition.

5. Complaints are decided in the public act, and the Evaluation Committee may meet in a private session.

6. A record is drawn up from the public act, which is signed by all effective members of the Evaluation Committee, and may also be signed by the competitors or their representatives who were present at the meeting.

ARTICLE 73

(Opening of the public act)

The President of the Evaluation Committee shall start the session of the public act with the following formalities:

- a) Identification of the tender and reference to the respective notice;
- b) Reading the list of bidders, organised in order of entry of the respective proposals;
- c) Opening of the external envelopes, in the order referred to in the previous paragraph, or, if applicable, opening, in the same order, the corresponding electronic files, keeping inviolable the documents or electronic files, as the case may be, constituting of the proposals

ARTICLE 74

(Non admission of competitors)

1. Competitors are not admitted:

- a) Whose proposals have not been received within the prescribed period;
- b) Who do not comply with the formalities relating to the way in which proposals are

presented, pursuant to the provisions of article 63 or 64.

2. Once the resolutions referred to in the previous numbers have been taken, the Chairman of the Evaluation Committee proceeds by reading the list of admitted competitors, and those not admitted, indicating, in the latter case, the respective grounds.

3. Once the formalities foreseen in the previous numbers have been complied with, the Evaluation Committee deliberates on any complaints presented by the competitors in relation to this stage of the public act.

ARTICLE 75

(Opening of proposals)

1. The session of the public act continues with the opening of the envelopes or the downloading of the electronic files containing the proposals of the admitted competitors.

2. After opening the envelopes or downloading the electronic files, bidders may jointly sign all proposals.

3. If the proposals have been submitted on paper, all the originals of the documents that constitute them must be initialed or signed by at least two members of the Evaluation Committee.

4. Once the formalities foreseen in the previous numbers have been complied with, the Evaluation Committee will deliberate on any complaints presented by the competitors in relation to this stage of the public act.

ARTICLE 76

(Analysis of proposals)

Once the provisions of the previous articles have been complied with, the Evaluation Committee proceeds, if necessary, in a reserved session, to formally examine the documents that constitute the proposals, deciding on their admission or exclusion.

ARTICLE 77

(Non admission of proposals)

1. Proposals shall not be accepted:

a) That are not made up of all the documents required

by law or in the tender program;

b) That do not comply with the provisions of articles 63 or 64, or in specific rules of the tender program regarding the way of submitting proposals.

2. The President of the Evaluation Committee then proceeds to read the list of accepted and non-accepted proposals, indicating, in the latter case, the respective grounds.

3. The Evaluation Committee deliberates on any complaints presented by competitors regarding the admission or non-admission of proposals.

4. Once the provisions of the preceding paragraphs have been complied with, the Chairman of the Evaluation Committee closes the public act, in compliance with the provisions of paragraph 6 of article 72.

ARTICLE 78

(Hierarchical resource)

1. From the deliberations of the Evaluation Committee on the complaints made in the public act, the interested party may appeal to the Head of the competent Ministerial Department, when the contract is intended to be entered into by the State or to the highest body of the Contracting Public Entity, in the other cases, to be filed within a period of five days from the date of delivery of the minutes of the public act.

2. The appeal is considered to have been granted if the appellant is not notified of the decision within a period of five days after its receipt by the competent authority to decide.

3. If the appeal is granted, all acts and operations necessary to restore the legality and to the satisfaction of the appellant's legitimate rights and interests.

4. The provisions of articles 17, 18 and 21 are subsidiarily applicable to hierarchical resources

5. The provisions of paragraphs 4 and 5 of article 17 are not applicable to the resources provided for in the preceding paragraphs.

SECTION III

Analysis and Evaluation of Proposals

ARTICLE 79

(Analysis of proposals)

Once the public act is concluded, the Evaluation Committee submits to the analysis of the proposals in order to verify that they suffer from some cause of exclusion.

ARTICLE 80

(Clarification about the proposals)

1. The Evaluation Committee may ask the bidders for any clarification on the submitted proposals that it deems necessary for their analysis and evaluation.
2. The analysis of the proposals focuses on the various attributes, intended for their evaluation, or that omit other elements required in the tender program relating to the execution of the contract, in violation of the provisions of subparagraph c) of paragraph 1 of article 60.
3. The clarifications provided are notified to all competitors.

ARTICLE 81

(Causes for exclusion of proposals)

1. Proposals shall be excluded that:
 - a) Are presented by competitors in violation of the provisions of paragraph 2 of article 55;

ARTICLE 82

(Evaluation of proposals and adjudication criteria)

1. Proposals for which there are no grounds for exclusion are evaluated in accordance with the award criteria established in the tender program.
2. The award criteria can be:
 - a) That of the economically most advantageous tender, which may take into account objective factors such as:
 - i. Quality namely technical value, accessibility, design for all users, social,

environmental and innovative characteristics and supply conditions;

ii. After-sales service and technical assistance and delivery conditions, namely the delivery date, the delivery or execution process and the time for providing assistance;

iii. Environmental or social sustainability of the mode of execution of the contract, in particular with regard to the time of transport and availability of the product or service, in particular in the case of perishable products, and the designation of origin or geographical indication, in this case of certified products;

iv. Number of new jobs to be created by the end of the contract.

b) The one with the lowest price.

3. Without prejudice to the provisions of subparagraphs c) to e) of paragraph 2 of article 53, the factors and any sub-factors that fulfil the criterion of the most economically advantageous tender cannot relate, directly or indirectly, to the situation, qualities, characteristics or other elements of fact relating to competitors.

4. Contracting Public Entities may define, in the tender program or in the invitation, the situations in which the price or cost of a proposal is considered abnormally low, taking into account the percentage deviation from the average of the prices of the proposals to be admitted, or other criteria considered adequate.

5. The Contracting Public Entity must justify the need to fix the abnormally low price or cost, as well as the criteria that presided over such fixing,

namely the average prices obtained in the preliminary consultation of the market, if any.

6. The Evaluation Committee must justify the decision to exclude a proposal with this justification, previously requesting the respective bidder to provide clarifications, in writing and within an adequate period, regarding the relevant constituent elements of the proposal.

7. In the analysis of the clarifications provided by the competitor under the terms of the previous number, inherent justifications may be taken into account, namely:

a) The economy of the construction, manufacturing or service provision process;

b) Are presented by competitors or members of competing associations in relation to which any of the situations provided for in article 56 occur;

c) Are presented as variants, when these are not accepted by the competition tender or are presented in a number greater than the maximum allowed by it;

d) Are presented as variants, when the base proposal is not presented or excluded;

e) Are constituted by false documents or in which the competitors provide false declarations;

f) Prove contractually unacceptable, for violating the specifications;

g) Show a price higher than the base price;

h) Violate applicable legal or regulatory provisions;

i) Present an abnormally low total price, whose

justifying clarifications have not been presented or do not allow the presented price to be objectively justified, when the award criterion is the lowest price;

j) Reveal the existence of strong evidence of acts, agreements, practices or information likely to distort the competition rules;

k) Are submitted by competitors in violation of the rules referred to in paragraph 2 of article 68, provided that the tender program expressly predicted it.

2. For the purpose of the provisions of subparagraph i) of the previous number, the bidder must provide explanations justifying the price proposed by him, when the Evaluation Committee considers, in a reasoned manner, that it is abnormally low.

3. The Evaluation Committee may request the bidders to, within a maximum period of five days, proceed with the filling of irregularities in their bids caused by non-essential formalities that are in need of supply, including the presentation of documents that limit themselves to proving previous facts or qualities at the date of submission of the proposal or application, and provided that such supply does not affect competition and equal treatment.

4. The Evaluation Committee's requests made under the terms of this article, as well as the respective answers, may be made available on an electronic platform used by the Contracting Public Entity, and all bidders must be immediately notified of this fact.

a) To the technical solutions adopted or to the exceptionally favourable conditions that the competitor has proven to have for the performance of the service object of the contract to be signed;

b) The originality of the work, goods or services proposed;

c) The specific working conditions that the competitor benefits from;

d) The possibility of obtaining State aid by the competitor, provided that it is legally granted;

e) Verification of the decomposition of the respective price, by means of documents proving the unit prices incorporated therein, namely payrolls and declarations from suppliers, which certify the conformity of the prices presented and demonstrate their economic rationality;

f) Compliance with the obligations arising from legislation on environmental, social and labor matters, referred to in paragraph 1 of article 4.

ARTICLE 83

(Preliminary report)

1. After the proposal's analysis and evaluation, the Evaluation Committee prepares a reasoned report in which it proposes, if necessary, the exclusion of proposals, ordering the remaining ones for the purposes of adjudication.

2. Without prejudice to the provisions of the previous number, in the Electronic Dynamic Procedure, the minutes of the auction is equivalent to the preliminary report.

ARTICLE 84

(Prior hearing)

1. On preparation of the preliminary report, the Committee of Evaluation sends it to all competitors, setting a deadline, up to five days, for them to comment, in writing, under the right to a prior hearing

2. Once the minutes of the Auction are generated, pursuant to paragraph 2 of the previous article, in the Electronic Dynamic Procedure, a prior hearing shall only take place, in the manner and period provided for in the preceding paragraph, if any objection is manifested during the closing of the auction.

ARTICLE 85

(Final report)

1. Once the provisions of the previous article have been complied with, the Evaluation Committee prepares a final, reasoned report, in which it considers the observations of the competitors made in the prior hearing, maintaining or modifying the content and conclusions of the preliminary report, and may also propose the exclusion of any proposal, if there is, at this stage, any cause of exclusion from it.

2. In the case provided for in the final part of the preceding paragraph, as well as when the final report results in a change in the ordering of the proposals contained in the preliminary report, the Evaluation Committee shall hold a new prior hearing, as provided for in the previous article, applying then the provisions of this article.

3. The final report is sent to the competent body for the decision to contract for approval purposes.

4. When only one proposal has been submitted, the Evaluation Committee will analyse it and, in the event that no cause for exclusion is detected, it prepares the award proposal for approval by the competent body for the decision to contract, not there being room for the preparation of the preliminary report and the final report or the prior hearing.

ARTICLE 86

(Procedure sequence)

1. If the tender program does not provide for the adoption of a negotiation phase or an electronic auction, the competent body for the decision to contract shall consider the content and conclusions of the final report for the purpose of awarding the contract, applying the provisions of article 96 and thereafter.

2. In case the tender program foresees the adoption of a negotiation phase or an electronic auction, the competent body for the decision to contract shall consider the content and conclusions of the final report for the purposes of its selection for negotiation or for the auction, applying the provisions, respectively, in article 87 and following or in article 90 and thereafter.

SECTION IV

(Negotiation of proposals)

ARTICLE 87

(Selection of proposals for negotiation)

If the tender includes a phase of negotiation of proposals, the following are selected for this negotiation, according to the provisions of the tender program:

a) All proposals that do not suffer from any cause of exclusion;

b) Only the proposals ranked in the first places, in a number corresponding to the one established in the tender program, unless the number of proposals not excluded is lower.

ARTICLE 88

(Negotiation)

1. The Evaluation Committee notifies bidders whose proposals have been selected for negotiation, at least three days in advance, of the date, time and place of the first negotiation session, scheduling the remaining sessions, under the terms that are convenient.

2. In the notification referred to in the previous number, the Evaluation Committee indicates the format to be followed in the negotiations, namely if they take place separately or together with the different competitors and if they take place partially or totally by electronic means.

1. Competitors are represented at the negotiation sessions by their legal representatives or by the common representatives of the competing associations, if applicable, and may be accompanied by technicians appointed by them.

2. Proposals that are not changed in the negotiation session, as well as those delivered by competitors who do not attend the session, are considered, for

the purposes of appraisal, under the terms in which they were initially presented.

3. A minute is drawn up for each negotiation session, signed by all the intervening parties, mentioning the eventual refusal of any of the competitors' representatives to sign it.

4. The minutes and any other information or communications, written or oral, provided by the competitors to the Evaluation Committee are kept confidential during the negotiation phase.

ARTICLE 89

(Subsequent processing)

1. Once the negotiations are closed, the Evaluation Committee prepares a preliminary report of the negotiation, ordering, in a reasoned manner, the proposals for the award, and may also propose the exclusion of any proposal if there is, at this stage, any cause of exclusion from the same.

2. When a negotiation phase restricted to competitors whose proposals are ranked in the first places is adopted, the Evaluation Committee must also propose, in that preliminary report, the exclusion of final proposals whose overall score is lower than that of the respective proposals initials.

3. Once the preliminary negotiation report has been prepared, the provisions of articles 84 and 85 shall apply, following the procedure provided for in article 96 et seq.

SECTION V

Electronic Auction

ARTICLE 90

(Electronic Auction)

1. The Contracting Public Entity may, if technically feasible, use an electronic auction.

2. The electronic auction consists of an interactive process based on an electronic device designed to allow competitors to progressively improve their proposals, after being evaluated, obtaining the classification of these through automatic processing.

3. The Contracting Public Entity may only use an electronic auction as long as the award criterion adopted is the lowest price.

4. The Contracting Public Entity may not use the electronic auction in an abusive manner or in such a way as to prevent, restrict or distort competition.

ARTICLE 91

(Indications relating to electronic auction)

When the Contracting Public Entity decides to use an electronic auction, the tender program must indicate the following:

a) The conditions under which competitors can propose new prices, namely the minimum differences required between bids;

b) Other operating rules for the electronic auction;

c) Information relating to the electronic device to be used and the modalities and technical specifications for connecting competitors to it.

ARTICLE 92

(Invitation)

1. All competitors are simultaneously invited by the Contracting Public Entity, by electronic means, to participate in the electronic auction.
2. The invitation provided for in the previous number must indicate the following:
 - a) Ordering of the invited bidder's proposal;
 - b) The date and time of the auction start;
 - c) The auction closing mode.

ARTICLE 93

(Electronic Auction rules)

1. The electronic auction cannot start before at least three days have elapsed from the date of sending the invitations.
2. The electronic device used must make it possible to permanently inform all competitors about the new proposed prices and the ordering of all proposals.

ARTICLE 94

(Confidentiality)

During the electronic auction, the Contracting Public Entity may not disclose, directly or indirectly, the identity of the competitors participating in it.

ARTICLE 95

(Electronic auction closing mode)

1. The Contracting Public Entity may close the electronic auction in the following cases:
 - a) On the date and time previously set in the invitation to participate in the electronic auction;

b) When, after the maximum period counted from the reception of the last bid, it does not receive new prices corresponding to the minimum differences required between bids.

2. The maximum period referred to in paragraph b) of the previous number must be established in the invitation to participate in the electronic auction.

SECTION VI

Adjudication

ARTICLE 96

(Notification of adjudication decision)

1. The adjudication decision, taken pursuant to the provisions of article 86, shall be notified to the successful tenderer, determining that he shall provide, within a period of ten days, the guarantee, the value of which is expressly indicated in that notification.
2. The adjudication shall be notified to the other bidders as soon as the provision of the guarantee is proved, with the deadline, place and time being indicated for public consultation of the entire tender process or, in the if this has been processed on an electronic platform, they will be provided with electronic access to it.
3. The period provided for in paragraph 1 may, for duly substantiated reasons, be extended for up to five days.
4. If the provision of the security is not due, pursuant to article 99, with the notification of the award, the draft of the contract, approved by the competent body for the decision to contract, shall

also be sent to the successful tenderer. at the same time the provisions of paragraph 2.

5. Exceptionally, whenever duly substantiated, the guarantee may be provided after the signing of the contract, within the deadlines provided for in this article, only producing effects after the presentation of proof of the provision of said guarantee.

ARTICLE 97

(Publication of adjudication)

1. The adjudication of proposals for the conclusion of contracts with a value equal to or greater than level 5 of Annex I of this Law must be communicated to the Agency responsible for the Regulation and Supervision of Public Procurement, for the purposes of publication on the Public Procurement Portal and for other purposes legally provided for.

2. The information referred to in the previous number must be provided using the model contained in Annex V of this Law.

ARTICLE 98

(Causes of non adjudication)

1. There shall be no award in the following cases:

- a) When no proposal has been submitted;
- b) When all proposals have been excluded;
- c) When, due to unforeseen circumstances, it is necessary to change fundamental aspects of the tender pieces after the deadline for submission of proposals has expired;

d) When the interest of the Contracting Public Entity imposes the postponement of the tender for a period of not less than one year;

e) When the Contracting Public Entity loses interest in entering into the contract, due to the occurrence of supervening circumstances relating to the assumptions of the decision to contract.

f) In the cases referred to in paragraph 6 of article 82, the Contracting Public Entity considers that all prices presented are unacceptable.

2. The decision not to award, as well as the respective grounds, must be notified, in writing, to all bidders.

3. In the case of subparagraph c) of paragraph 1, it is mandatory to initiate a new procedure within a maximum period of six months from the date of notification of the decision not to award the award.

4. In the case of paragraph d) of paragraph 1, in the notification referred to in paragraph 2, the Contracting Public Entity sets the deadline for the postponement, being obliged to initiate a new procedure at the end of this deadline.

SECTION VII

Security deposit

ARTICLE 99

(Function and obligation of deposit)

1. The successful tenderer must guarantee, through the provision of a guarantee, the exact and punctual fulfilment of the obligations assumed with the conclusion of the contract.

2. The provision of the guarantee referred to in paragraph 1 is mandatory in cases of award of proposals for the conclusion of contracts with a value equal to or greater than level 5 of Annex I of this Law.

3. The competent body for the decision to contract may also require the provision of the security referred to in paragraph 1, in the case of award of a proposal for the conclusion of contracts whose amount is lower than the amount provided for in the preceding paragraph, provided that it has been previously awarded indicated in the invitation or program of procedure.

ARTICLE 100

(Amount of deposit)

1. The value of the guarantee is fixed at a minimum of 5% and a maximum of 15% of the contract price, by the Contracting Public Entity.

2. When, in contracts that do not involve the payment of a price by the Contracting Public Entity, the provision of a guarantee is required, the value of this cannot exceed 5% of the amount corresponding to the immediate economic utility of the contract for the Contracting Public Entity.

3. When the contract provides for renewals, the value of the guarantee is based on the price of its initial period of validity and each renewal must be subject to the provision of a new guarantee, which will have as reference the price of each of the respective periods of validity.

4. In the case of contracts with a duration of more than five years, the reference value for the

application of the percentages referred to in paragraph 1 is limited to the first third of the duration of the contract.

5. In the absence of fixing, the value of the bond provided for in paragraph 1 is 5% of the contract price.

ARTICLE 101

(How the bond is provided)

1. The bond shall be provided in cash, certified check, bonds issued or guaranteed by the State, bank guarantee or bond insurance.

2. The tender program or the invitation to submit proposals must contain the models referring to the provision of the guarantee by bank guarantee or guarantee insurance.

3. The bond, in any of the forms provided for in this article, is made at any banking institution or insurance company, and the purpose for which it is intended must be specified, in favour of the body responsible for the Regulation and Supervision of Public Procurement, to whom it is incumbent to exercise the function of trustee, being able to capitalise.

ARTICLE 102

(Non provision of bond)

1. The adjudication lapses if, due to a fact attributable to it, the successful bidder fails to provide, in time and under the terms established in the previous articles, the security required.

2. In the case provided for in the previous number, the competent body for the decision to contract

shall award the proposal ordered in a subsequent place.

ARTICLE 103

(Activation of bond)

1. The Contracting Public Entity may invoke the guarantee without the need for a prior court or arbitration decision.

2. The partial or total activation of the security implies the renewal of the respective value, within 15 days after notification by the Contracting Public Entity for this purpose.

ARTICLE 104

(Supplementary deposits for advances)

1. The Contracting Public Entity may only make price advances on account of contractual services to be carried out by the successful tenderer when:

- a) The value of advance payments does not exceed 15% of the total price of the contract;
- b) The successful tenderer provides a deposit equal to the advance payment.

2. The Contracting Public Entity may, exceptionally, make advance payments that do not comply with the provisions of subparagraph a) of the preceding paragraph when this is provided for in the execution rules of the State General Budget.

ARTICLE 105

(Return of bond)

1. Within a period of ninety days, counting from the fulfilment, by the successful tenderer, of all

contractual obligations, the Contracting Public Entity shall return all the guarantees that have been provided by the Contracting Party.

2. The delay in returning the security gives the bidder the right to demand from the Contracting Public Entity interest on the amount of security withheld, calculated at the annual rate of 2%, from the day following the end of the period referred to in the preceding paragraph.

SECTION VIII

Celebration of Contract

ARTICLE 106

(Reduction of contract in writing)

- 1. Except in the cases provided for in the following article, the contract must be in writing.
- 2. The expenses and charges inherent in the reduction of the contract in writing are the responsibility of the successful tenderer, unless otherwise stated in the tender program.

ARTICLE 107

(Lack of enforceability and waiver of written contract reduction)

- 1. Unless expressly provided for in the tender program, the reduction of the contract in writing is not required:
 - a) In the case of a contract for the lease or acquisition of Movable Goods and for the acquisition of Services, the price of which does not exceed level 1 of the Table of Value Limits contained in Annex I of this Law;

b) In the case of a public works contract whose price does not exceed level 2 of the Table of Value Limits contained in Annex I of this Law;

2. The reduction of the contract in writing may be waived by the competent body for the decision to contract, by reasoned decision, when;

a) The internal or external public security justifies it;

b) For reasons of urgent urgency resulting from unforeseeable events by the Contracting Public Entity, it is necessary to immediately execute the contract. In the cases provided for in the previous numbers, it is understood that the contract results from the combination of the specifications with the content of the awarded proposal.

ARTICLE 108

(Content of contract)

1. The contract must contain, under penalty of annulment, the following:

a) The identification of the parties and their respective representatives, as well as the title in which they intervene;

b) Indication of the act of adjudication and of the act of approval of the draft of the contract;

c) Description of the object of the contract;

d) The contract price;

e) The period of execution of the main services covered by the contract;

f) The reference to the security provided or to be provided by the successful tenderer when required, pursuant to article 99.

2. The following documents shall always part of the contract, regardless of its reduction in writing:

a) Clarifications and rectifications relating to the specifications;

b) The specifications;

c) The adjudicated proposal;

d) Clarifications on the adjudicated proposal provided by the successful tenderer.

3. Whenever the Contracting Public Entity deems it convenient, the clauses of the contract may also include a reproduction of the specifications completed by all the elements resulting from the remaining documents referred to in the previous number.

4. The Contracting Public Entity may expressly exclude from the contract any elements contained in the awarded proposal that relate to aspects of the performance of the contract not regulated by the specifications and which are not considered strictly necessary for such execution.

5. In case of divergence between the documents referred to in paragraph 2, the prevalence is determined by the order in which they are indicated in that paragraph.

6. In case of divergence between the documents referred to in paragraph 2 and the clauses of the contract, the former shall prevail.

ARTICLE 109

(Approval of the draft of the contract)

1. The draft of the contract is approved by the competent body for the decision to contract after

proof of the provision of the guarantee by the successful tenderer.

2. Once the draft of the contract to be signed has been approved, it is sent to the successful tenderer by the competent body for the decision to contract.

ARTICLE 110

(Acceptance of the contract draft)

The draft of the contract to be signed is considered accepted by the successful tenderer when there is express acceptance or when there is no claim within five days of its notification.

ARTICLE 111

(Complaint of the draft contract)

1. Complaints in the draft of the contract can only be based on the forecast of obligations that contravene or do not appear in the documents that make up the contract, pursuant to the provisions of paragraph 2 of article 108.

2. Within ten days of receiving the complaint, the body that approved the draft of the contract will notify the successful tenderer of its decision, silence being equivalent to the rejection of the complaint.

ARTICLE 112

(Deadline for signing the contract)

1. The contract must be signed within fifteen days from the date of acceptance of the respective draft or of the decision on the claim provided for in the previous article.

1. The competent body for the decision to contract must notify the successful tenderer, at least five

days in advance, of the date, time and place where the signing of the contract must take place.

ARTICLE 113

(Representation at contract signing)

1. On signing the contract, the representation of the Contracting Public Entity provided for in subparagraph a) of article 6 is the responsibility of the competent body for the decision to contract.

2. In the case of the Contracting Public Entities referred to in subparagraphs b) to f) of article 6, representation in the signature of the contract is the responsibility of the body designated in the respective Organic Diploma or in the respective statutes.

3. In cases where the competent body, under the terms of the previous numbers, is a collegiate body, the representation in the signing of the contract is the responsibility of the President of that body.

4. The competence provided for in the previous numbers may be delegated under the general terms.

ARTICLE 114

(Expiry of the adjudication)

Without prejudice to the case provided for in point number 1 of article 102, the award also lapses if, for reasons attributable to it, the successful bidder does not appear on the day, at the time and at the place set for the signing of the contract, as well as, in the case of the successful tenderer being an association, if its members have not been associated, under the terms foreseen in paragraph

- 4 of article 55, except for reasons of force majeure.
2. The adjudication lapses, also if, for reasons attributable to it, the successful tenderer does not present the qualification documents within the period established in the procedure program, as well as when the other rules established in paragraphs 4 are not complied with , 5 and 6 of article 59.
3. In the cases provided for in the preceding paragraphs, the successful tenderer loses the security provided in favour of the Contracting Public Entity, and the competent body for the decision to contract shall award the bid ordered in a subsequent place.
4. If, for reasons attributable to it, the Contracting Public Entity does not sign the contract within the period provided for in paragraph 1 of article 112, the successful tenderer may withdraw from his bid, and the latter shall release the security deposit that the latter has provided, without prejudice to the right to be indemnified for all expenses and other charges that it has been proven to have incurred in preparing the proposal and with the provision of the guarantee.
5. The adjudication also lapses when the successful bidder has not presented any qualification document or has wrongfully made false statements, without prejudice to reporting to the competent entity for the purposes of criminal proceedings.
6. Without prejudice to other causes of expiry provided for in this Law or resulting from other applicable legislation, it shall also determine the expiry of the award the supervening occurrence of

circumstances that make it impossible to conclude signing of the contract, namely the natural or legal impossibility, extinction of the Contracting Public Entity or of the successful tenderer due to its insolvency or bankruptcy.

7. When the causes of forfeiture of the award referred to in the preceding paragraph concern the successful tenderer, the Contracting Public Entity shall award the bid ordered in a subsequent place.

8. The successful tenderer must indemnify the Contracting Public Entity, under the general terms of pre- contractual liability, for the damages it has wrongfully caused..

CHAPTER III

Limited Competition by Previous Qualification

SECTION I

General Provisions

ARTICLE 115

(Applicable regime)

The Tender Limited by Prior Qualification is governed, with the necessary adaptations, by the provisions that regulate the Public Tender, in everything that is not specifically provided for in the following article.

ARTICLE 116

(Procedure phases)

1. The Competition Limited by Prior Qualification shall be developed in two phases:

- a) Presentation of applications and qualification of candidates

b) Presentation, analysis and evaluation of proposals and award.

2. The phase foreseen in subparagraph a) of the previous number is public in nature, in which all interested parties may participate by submitting an application.

3. In the phase provided for in subparagraph b) of paragraph 1, only qualified candidates may participate who are invited by the Contracting Public Entity to submit a proposal.

ARTICLE 117

(Announcement)

1. The notice of the Limited Tender by Prior Qualification is published in the *Diário da República*, in the III Series, and in the Public Contracting Portal, prepared in accordance with the model in Annex VI of this Law, as well as in a major newspaper. circulation in the country, and publicity can also be given to the competition through the posting of notices at the offices of the Local Administration Bodies of the State.

2. The provisions of paragraphs 2 to 4 of article 67 are applicable to the Limited Tender by Prior Qualification.

ARTICLE 118

(Competition program)

1. The Prior Limited Tender program shall indicate:

a) Identification of the tender;

b) The Contracting Public Entity, the body that took the decision to contract and, in the event that this was taken in the use of delegation or sub-

delegation of competence, the quality in which it decided, with mention of the delegation or sub-delegation decisions and the place of the respective publication;

c) The method of presentation of the candidatures, pursuant to the provisions of article 124;

d) The documents intended for qualification, which constitute the applications, required under the terms of the provisions of articles 120 and 121;

e) The minimum technical and financial capacity requirements to be met by the candidates;

f) If, after the invitation to qualified candidates, the proposals submitted are or are not subject to negotiation and, if so, which factors or sub-factors of the award criteria on which the negotiation focuses, as well as whether the the case provided for in subparagraph a) or subparagraph b) of article 87;

g) If an electronic auction is held and, if so, the rules and other information regarding its operation, in accordance with the provisions of article 91;

h) If the adoption of a negotiation phase or an electronic auction is foreseen, if it is open to all bidders whose bids are not excluded or restricted to bidders whose bids were ranked in the first places and, in this last case, what number of proposals to select;

i) The adjudication criterion, as well as, when the criterion of the most economically advantageous proposal is adopted, the explanation of the factors and any sub-factors that materialise it, the

respective weighting and other elements necessary for the attribution of points to the proposals, materialised in an evaluation grid;

j) The value of the guarantee provided for in article 100, when required, as well as the models relating to its provision.

2. The tender program may also contain any specific rules on the procedure of Limited Tender by Prior Qualification deemed convenient by the Contracting Public Entity, provided that they do not have the effect of preventing, restricting or distorting competition.

ARTICLE 119

(Other rules applicable to Limited Contest pieces by Previous Qualification)

1. The provisions of article 69 are applicable to the procedure of Limited Tender by Prior Qualification

2. Simultaneously with the Limited Tender by Prior Qualification program, the Contracting Public Entity makes available to interested parties the specifications for the procedure.

ARTICLE 120

(Technical capacity)

1. The minimum technical capacity requirements to be fixed in the tender program must be adequate to the object of the contract to be signed, describing situations, qualities, characteristics or other elements of fact relating to the candidates, namely, in terms of curricular experience, of human, technical, functional or other resources, organisational capacity or environmental management.

2. Unless otherwise provided by law, the Contracting Public Entity may not establish any minimum technical capacity requirements that prove to be discriminatory or likely to impede, restrict or distort competition.

3. In order to meet the minimum technical capacity requirements, the tender program may require the submission of any documents suitable for this purpose, namely:

a) Candidates' CVs;

b) List of works carried out, supplies of goods or services rendered, including relevant references, such as amounts, dates and recipients, to be proven, if necessary, by declaration of the latter;

c) Description of the candidates' technical equipment; d) List of human resources, namely technicians working in the candidate companies, including relevant references, such as their educational and professional qualifications;

d) Description of the processes and methods adopted

by the candidates, namely for the purposes of quality assurance regarding the execution of the contract;

e) Certificates issued by official or independent entities.

4. The candidate may always, under his/her responsibility, submit other documents, as an alternative to those required in the competition program, if he/she considers that they are also demonstrative of the fulfilment of a certain minimum requirement of technical capacity.

ARTICLE 121

(Financial capacity)

1. The minimum financial capacity requirements to be established in the tender program must be adequate to the object of the contract to be signed, referring to the estimated capacity of the candidates to mobilise the foreseeable financial resources necessary for the full fulfilment of the contractual obligations.

2. The provisions of paragraphs 2 and 4 of the previous article shall be applicable to the assessment of financial capacity.

3. In order to meet the minimum financial capacity requirements, the tender program may require the presentation of any appropriate documents for this purpose, namely:

a) Balance sheets, income statements or any other documents of an accounting or financial nature that demonstrate the candidates' equity, economic or financial situation;

b) Documents of a fiscal nature;

c) Relevant bank statements to certify, namely the applicant's credit risks.

ARTICLE 122

(Fulfilment of minimum requirements by candidate associations)

Unless the program of the competition provides differently, if the candidate is an association, it is considered that he meets the minimum requirements of technical capacity and financial

capacity, provided that, in relation to each requirement:

a) One of its members fills it in individually;

b) Some of its members complete it jointly, when this is possible due to the nature of the requirement.

SECTION II

Presentation of Applications and Qualification of Candidates

ARTICLE 123

(Application documents)

1. The application consists of documents capable of proving compliance with the minimum requirements of technical capacity and financial capacity required by the tender program, pursuant to paragraph 3 of article 120 and paragraph 3 of article 121.

2. The application is also made up of a declaration in which the candidate indicates his name, taxpayer number, identity card number and address or, in the case of a legal person, the respective identification number, name company, registered office, names of members of its administrative, management or management bodies and other persons with powers to compel it, as well as the commercial register or equivalent.

3. The declaration referred to in the previous number must be signed by the candidate or by the representative who has the power to oblige him.

4. When the candidacy is presented by an association, the declaration referred to in paragraph 2 of this article must be signed by the common representative of the members that comprise it, in

which case the instruments of mandate must be attached to the declaration issued by each of its members or, in the absence of a common representative, must be signed by all its members or their respective representatives.

5. The documents that constitute the application must be presented in Portuguese, without prejudice to the provisions of the following numbers.

6. Documents that, as they are authored by third parties, are not written in Portuguese, must be accompanied by a duly legalised translation in relation to which the candidate declares to accept the prevalence, for all purposes, over the respective originals.

7. The tender program may allow some of the documents constituting the applications to be written in a foreign language, indicating the accepted languages.

8. The Evaluation Committee can always demand from the candidates the presentation of the originals of any documents of the applications whose reproduction has been presented in electronic format, in case of well- founded doubt about its content or authenticity.

ARTICLE 124

(Method of submission of applications)

1. The contest program determines that applications are submitted through one of the following means:

a) In person, by protocol, at the address of the Contracting Public Entity indicated in the program;

b) By registered letter, with acknowledgment of reception;

c) By e-mail, with acknowledgments of receipt and reading;

d) By electronic platform used by the Contracting Public Entity, with the issuance of a receipt proving the date and time of receipt.

2. In case the tender program determines that the candidatures must be presented in paper form, the documents that constitute them must be presented in an opaque, closed and sealed envelope, in whose face the designation of the procedure is identified.

3. In the envelope referred to in the previous number, a duplicate of each of the documents that constitute the application must be included.

4. The receipt of the envelope referred to in paragraph 2, whether it has been presented in person or by registered mail, must, in any case, take place within the period established for the submission of applications.

5. In case the tender program determines that the candidatures are presented in an electronic platform, the rules that must obey their presentation and reception are defined by specific normative act of the President of the Republic.

ARTICLE 125

(Deadline for submission of applications)

1. The Contracting Public Entity fixes, in the notice and in the tender program, the date and time when the deadline for the submission of applications ends, which takes into account the time necessary

for its preparation, depending on the capacity requirements technical and financial requirements.

2. Without prejudice to the provisions of paragraph 3 of article 51, the deadline for the submission of proposals may only be extended in duly substantiated cases, by decision of the competent body for the decision to contract

ARTICLE 126

(Opening and analysis of applications)

1. Immediately after the deadline for submitting applications, the Evaluation Committee meets, in a reserved session, to open them.
2. For justified reasons, applications may be opened within ten days following the date indicated in the previous number.
3. In the session referred to in paragraph 1, the Evaluation Committee will analyse the applications in order to verify if they have any cause for exclusion.

ARTICLE 127

(Clarifications about the applications)

1. The Evaluation Committee may ask applicants for any clarification on the submitted applications that it deems necessary for their analysis and evaluation.
2. Clarifications provided by candidates form an integral part of their candidatures, as long as they do not contradict the elements contained in the documents that constitute them, do not alter or complete them, nor do they aim to make up for omissions that determine the respective exclusion.

3. The clarifications provided are notified to all candidates.

ARTICLE 128

(Causes of exclusion of applications)

Applications shall be excluded if they:

- a) Have not been received within the prescribed period;
- b) Do not comply with formalities relating to their mode of presentation, pursuant to provisions of article 124, as well as paragraphs 6 and 7 of article 123;
- c) Are not constituted by any or some of the documents required by law or in the tender program, except as provided for in paragraph 4 of article 120;
- d) Are presented by candidates in violation of the provisions of paragraph 2 of article 55;
- e) Are presented by candidates or members of candidate associations in relation to which any of the situations provided for in article 56 occur;
- f) Are constituted by false documents or in which the candidates provide false declarations;
- g) Are submitted by candidates in violation of the rules referred to in paragraph 2 of article 118, provided that the program of the tender expressly provides for it;
- h) Contain any reference indicating any of the contractual conditions to be included in the proposal.

ARTICLE 129

(Assessment of applications)

1. Also in a reserved session, the candidatures for which there are no causes of exclusion are evaluated in order to verifying the compliance with the minimum technical capacity and financial capacity requirements.
2. All candidates who meet the minimum technical and financial capacity requirements set out in the tender program are qualified.
3. Fulfilment of the minimum requirements referred to in the previous number is proven through an assessment of the elements contained in the documents constituting the application.
4. The Evaluation Committee may request from third parties any information it deems relevant for demonstrating compliance with the minimum technical and financial capacity requirements.

ARTICLE 130

(Preliminary Qualification Report, Prior Hearing and final qualification report)

1. After analysing and evaluating the applications, the Evaluation Committee prepares a preliminary qualification report, in which it proposes the exclusion of applications, if applicable, as well as the qualification or non-qualification of each of the candidates whose applications do not suffer from any cause of exclusion.
2. The Evaluation Committee sends the report provided for in the previous number to all the candidates, setting a deadline, not less than five

days, for them to give their opinion, in writing, under the right to a prior hearing.

3. Once the provisions of the previous number have been complied with, the Evaluation Committee prepares a reasoned final report, in which it considers the observations of the candidates made in the preliminary hearing, maintaining or modifying the content and conclusions of the preliminary qualification report.
4. In the event that the report provided for in the previous number implies a change in the proposal to exclude one or more candidacies or in the proposal for qualification or non-qualification of one or more candidates, the Evaluation Committee will hold a new prior hearing, under the terms provided for in the previous article, then applying the provisions of this article.
5. The final qualification report is sent to the competent body for the decision to hire, for the purpose of its approval.
6. When only one application has been submitted, the Evaluation Committee will analyse and evaluate it and, if no cause for exclusion is detected and if the minimum requirements of technical capacity and financial capacity are met, prepares the qualification proposal for approval by the competent body for the decision to hire, with no place for the preparation of preliminary and final qualification reports, nor for the prior hearing.

ARTICLE 131

(Eligibility decision)

1. The competent body for the decision to hire will consider the content and conclusions of the final report for the purpose of qualifying the candidates.
2. The qualification decision is notified to all candidates, being applicable the provisions of articles 14 et seq.

SECTION III

Submission of proposals and adjudication

ARTICLE 132

(Invitation for presenting proposals)

1. Upon notification of the qualification decision, the competent body for the decision to hire simultaneously sends to qualified candidates an invitation to submit proposals.
2. The invitation for proposals shall indicate:
 - a) Identification of the tender;
 - b) Reference to the tender notice;
 - c) The method of presentation of the proposals, pursuant to the provisions of article 63 or article 64;
 - d) When proposals must be submitted on paper, the address and designation of the service for receiving them, with a mention of the respective opening hours;
 - e) When proposals must be submitted electronically, the electronic platform used by the Contracting Public Entity for this purpose;
 - f) The date and time limit for the submission of proposals, pursuant to the provisions of article 65;

g) The qualification documents, pursuant to the provisions of article 59;

h) The documents that constitute the proposals, pursuant to the provisions of article 60;

i) The documents that constitute the proposals that may be written in a foreign language, mentioning the admissible languages

j) Whether the submission of variant proposals is admissible and the maximum number of variant proposals admitted;

k) If variant proposals are accepted, which clauses in the specifications may be subject to variation and under what terms they must be evaluated, under the terms set out in article 61;

l) The term of the obligation to maintain the proposals, when different from that provided for in paragraph 1 of article 66;

m) The date, time and place of the beginning of the public act of the competition.

3. In the absence of the specifications referred to in subparagraphs j) and k) of the previous number, the submission of variant proposals is not permitted.

4. The invitation to submit proposals may also contain any specific rules on the subsequent processing of the procedure, deemed convenient by the Contracting Public Entity, provided that they do not have the effect of preventing, restricting or distorting competition.

ARTICLE 133

(Subsequent processing)

To the public act of opening of the proposals and to the subsequent processing until the conclusion of

the contract, the provisions of articles 70 to 114 shall apply, with the necessary adaptations

CHAPTER IV

Limited Tender by Invitation

ARTICLE 134

(Applicable regime)

The Tender Limited by Invitation is governed, with the necessary adaptations, by the provisions that regulate the Public Tender in everything that is not incompatible with the provisions of the following articles.

ARTICLE 135

(Procedure phases)

The Limited Invitation Tender procedure includes the following phases:

- a) Sending the invitation to competitors;
- b) Presentation, analysis and evaluation of proposals;
- c) Negotiation of proposals, if the Contracting Public Entity has provided for in the invitation;
- d) Adjudication.

ARTICLE 136

(Invitation)

1. The invitation to submit proposals is made to at least three entities, through any written means, and is also registered on the Public Contracting Portal.
2. The entities to be invited are selected on the basis of the register records provided for in article 13 or on the basis of their knowledge of their

aptitude and credibility for carrying out the intended contract.

3. The call for proposal shall indicate: a) Identification of the tender;

b) The Contracting Public Entity, the body that took the decision to contract and, in the event that this was taken in the use of delegation or sub-delegation of competence, the quality in which it decided, with mention of the delegation or sub-delegation decisions and the place of the respective publication;

c) The way in which proposals are presented, in accordance with the provisions of the following article;

d) The date and time limit for the submission of proposals, pursuant to the provisions of article 138;

e) The qualification documents, pursuant to the provisions of article 59;

f) The documents that constitute the proposals, pursuant to the provisions of article 60;

g) The term of the obligation to maintain the proposals, when different from that provided for in paragraph 1 of article 66;

h) Whether or not the proposals submitted are subject to negotiation and, if so, which factors or sub-factors of the award criterion on which the negotiation focuses, as well as the terms and rules to which it complies, as well as whether the case provided for in the paragraph is applicable. paragraph a) or paragraph b) of article 87;

i) The adjudication criterion, as well as, when the criterion of the most economically advantageous proposal is adopted, the explanation of the factors and any sub-factors that materialise it, the respective weighting and other elements necessary for the attribution of points to the proposals, materialised in an evaluation grid;

j) The value of the guarantee provided for in article 100, when required, as well as the models relating to its provision.

1. The invitation for proposals may also contain any specific rules on the procedure, deemed convenient by the Contracting Public Entity, namely regarding the submission of variant proposals, the presentation of documents in a foreign language or the adoption of electronic auctions, provided that they do not have the effect of preventing, restricting or distorting competition. 5. The invitation must be accompanied by the specifications, being sent simultaneously to all natural or

legal persons to be invited..

ARTICLE 137

(Mode of proposals submission)

1. The invitation to submit proposals determines that they are submitted through one of the following means:

a) In person, by protocol, at the address of the Contracting Public Entity indicated in the invitation;

b) By registered letter, with receipt;
acknowledgment of

c) By e-mail, with acknowledgments of receipt and reading.

2. In the event that the invitation to submit proposals determines that they must be submitted in paper form, all the qualification documents and all the documents that constitute the proposals to which articles 59 and 60 are retained, respectively, can be enclosed in a single, opaque, closed and sealed envelope, whose face is identified with the designation of the procedure.

1. In the envelope referred to in the previous number, a duplicate of each of the documents that constitute the proposal must be included.

2. The receipt of the envelope referred to in paragraph 2, whether it has been presented in person or by registered mail, must, in any case, take place within the period established for the submission of proposals.

ARTICLE 138

(Deadline for proposals submission)

The deadline for proposals submission cannot be less than six days from the date of sending the invitation.

ARTICLE 139

(Clarifications and rectifications of the parts of the procedure)

1. The clarifications and rectifications provided for in article 51 may be carried out up to the day before the deadline for the submission of proposals.

2. In case of non-compliance with the provisions of the previous number, the deadline for submitting

proposals must be extended for a period equivalent to the delay verified.

ARTICLE 140

(Subsequent processing)

1. On the business day immediately following the end of the deadline for submitting proposals, the Evaluation Committee meets, in a reserved session, for the opening of the proposals.
2. The subsequent processing until the conclusion of the contract the provisions of articles 79 to 114 apply.

CHAPTER V

Simplified Contracting Procedure and the Emergency Contracting Procedure

ARTICLE 141

(Applicable regime)

The Simplified Contracting procedure is governed, with the necessary adaptations, by the provisions that regulate the Limited Tender by Invitation in everything that is not incompatible with the provisions of the following articles.

ARTICLE 142

(Invitation)

1. The invitation to submit the proposal is sent by any written means, and registration must be carried out on the Public Contracting Portal.
2. The invitation to submit the proposal may indicate only:
 - a) Identification of the procedure;
 - b) The Contracting Public Entity and the body that

took the decision to contract;

c) The method of presentation of the proposal, which

may be freely chosen by the Contracting Public

Entity;

d) The deadline for submission of the proposal, freely

defined by the Contracting Public Entity;

e) The qualification documents, pursuant to the provisions of article 59;

f) The documents that constitute the proposal, pursuant to the provisions of article 60;

g) The value of the guarantee provided for in article 100, when required, as well as the models relating to its provision.

3. The invitation must be accompanied by the specifications, both of which may be combined in a single document.

ARTICLE 143

(Impediment to the invitation)

1. They cannot be invited to submit proposals to entities to which they have already been awarded, in the current and previous financial year, following the procedures of Simplified Contracting adopted pursuant to the provisions of paragraph 3 of article 24, proposals for the execution of services of the same type or identical to those of the contract to be signed, whose accumulated value is greater than that contained in level 1 of the Table of Limits of Values contained in Annex I of this Law.

2. The provisions of the previous number do not remove the possibility of the company being able to participate in the procedure of Public Tender or Limited Tender by Prior Qualification to be triggered by the Public Entity Contractor for the execution of said services.

ARTICLE 144

(Exemption from the Evaluation Committee)

The competent body for the decision to contract may dispense the constitution of an Evaluation Committee, it being incumbent upon the services of the Contracting Public Entity to request clarification on the proposal presented and submit to that the draft of the adjudication decision.

ARTICLE 145

(Negotiation)

1. The services of the Contracting Public Entity or, when it exists, the Evaluation Committee may negotiate the proposal presented in order to better adapt it to the underlying needs of the intended contract.

2. If, under the terms of the previous number, there is room for negotiation, the format, terms and deadlines are freely determined by the Contracting Public Entity.

ARTICLE 146

(Subsequent processing)

Except when there is a reason for exclusion from the proposal presented, there is no place to prepare the preliminary and final reports or to hold a prior hearing.

ARTICLE 147

(Adjudication based on invoice)

In cases provided for in paragraph 3 of article 47, the award may consist of a mere approval of an invoice or equivalent document, with express reference to the commitment note.

ARTICLE 148

(Phases of the Emergency Contracting procedure)

1. The procedure consists of sending the emergency request, negotiation, if applicable, and adjudication.

2. For the purposes of this procedure, the following shall also be considered:

a) The constitution of the Evaluation Committee may be waived;

b) The qualification documents can be reduced to those that prove the legal existence of the natural or legal person;

c) The reduction of the contract in writing may be waived, and the execution must be accompanied by delivery terms or measurement records

d) It is mandatory to publish, on the Public Contracting Portal, the Training Report and execution of the contract formed based on the Emergency Contracting procedure, 15 days after the award.

CHAPTER VI

Electronic Dynamic Procedure

ARTICLE 149

(Eligibility of interested parties and stages of the procedure)

1. The interested party is considered eligible to participate in the Electronic Dynamic Procedure, duly Registered or Certified, on the Public Contracting Portal, as a supplier to the State.
2. This procedure is applicable to the acquisition of standardised goods and services, through an electronic catalogue, which must detail the essential and indispensable technical specifications of the goods and services.
3. The procedure is developed through the following phases:
 - a) Publication of the auction announcement;
 - b) Auction;
 - c) Adjudication.

ARTICLE 150

(Deadlines for holding the auction)

4. The auction cannot be started before the minimum periods indicated in the previous numbers have elapsed.

ARTICLE 151

(Exemption from the Evaluation Committee)

1. In the Electronic Dynamic Procedure, the Evaluation Committee is waived, and the body that takes the decision to hire is responsible for appointing the Auction Manager.

2. The Auction Manager is responsible for performing the following acts on the electronic platform:
 - a) Schedule the auction;
 - b) *Provide technical clarifications to competitors, when necessary;*
 - c) *Execute the auction;*
 - d) *Propose the adjudication.*

CHAPTER VII

Special Contracting Rules

SECTION I

Tender for Conception Works

ARTICLE 152

(Tender for Conception Works)

1. The tender for conception works is the procedure that allows the Contracting Public Entity to select one or more design works, idealised in the fields of art, land use planning, urban planning, architecture, civil engineering or of data processing:
2. When the Contracting Public Entity intends to acquire the service of drawing up the plan or project for the development of the design work referred to in the previous number, it must adopt for this purpose:
 - a) A Limited Invitation Tender, when two or more Conception works have been selected;
 - b) A Simplified Contracting procedure, when only one design work has been selected.

ARTICLE 153

(Type of contest for Conception work)

1. The tender for design works follows the modality of Public Tender or Limited Tender by Prior Qualification. 2. The tender for conception works follows the modality of Limited Competition by Prior Qualification when the nature or complexity of its object requires the evaluation of the technical capacity of the candidates, namely prior experience recognised in specific domains.
3. When the competition mode is chosen Limited by Previous Qualification, the minimum technical capacity requirements must be adequate to the nature of the intended design work and must be fixed in a non- discriminatory manner.

ARTICLE 154

(Start of tender for conception)

1. The tender for conception shall begin with the decision to select one or more design works, which is up to the competent body, by law or by delegation, for the decision to authorise the expense related to the prizes or payments that the contestants have right, and this decision may be implicit in the latter..
2. When the conception tender does not involve the payment of prizes to competitors, the decision to select one or more design works is a matter for the body of the Contracting Public Entity that is competent for this purpose, under the terms of the respective organic law.

ARTICLE 155

(Decision to choose the modality of the conception tender)

1. The decision to choose the modality of the conception competition is up to the competent body for the decision provided for in the previous article.
2. The decision to choose the modality of the Contest Limited by Previous Qualification must be substantiated.

ARTICLE 156

(Association of Contracting Public Entities)

Contracting Public Entities may join with a view to adopting a competition for conception works, the provisions of article 55 being applicable, with the necessary adaptations.

ARTICLE 157

(Announcement of the contest for conception)

1. The tender for conception works is published in the *Diário da República*, in Series III, through an advertisement, in accordance with the model prepared by the Agency responsible for the Regulation and Supervision of Public Procurement and approved by specific normative act of the President of the Republic or by whom he delegates.
2. The notice referred to in the preceding paragraph or a summary of its most important elements must be subsequently disclosed by any means deemed convenient, namely through its publication on the Public Procurement Portal, on an electronic platform used by the Contracting Public Entity or in a wide-ranging newspaper circulation in the country,

as well as, in the case of works of conception with local relevance, through its publication in notices in the respective province, municipality or commune.

3. Whenever, under the terms of the provisions of paragraph 3 of article 54, the participation of foreign natural or legal persons is admitted, the announcement or summary prepared under the terms provided for in the preceding paragraph shall also be advertised in media that demonstrably bring information to international markets.

ARTICLE 158

(Terms of reference)

1. In tenders for conception works, a document, called Terms of Reference, which states:

a) Identification of the competition, as well as the respective chosen modality;

b) A description, as complete as possible, of the characteristics, particularities, references and any other requirements of an aesthetic, functional or technical nature that the conception works presented must comply with;

c) The Contracting Public Entity;

d) The body that took the decision to select one or more design works and, if this was taken using delegation or sub-delegation of competence, the quality in which it decided, with mention of the delegation or sub-delegation decisions sub-delegation and place of publication;

e) The specific professional qualifications that the competitors must hold, if applicable;

f) The documents that materialise the conception work to be presented;

g) The deadline and place for submitting the documents referred to in the preceding paragraph;

h) The selection criteria, explaining the factors and possible sub-factors that densify it;

i) The global amount of any participation prizes to be awarded to competitors whose conception works are not excluded;

j) The number of conception works submitted to be selected

k) The value of the consecration prize to be awarded to each of the selected competitors.

When the Contest modality is adopted Limited by Previous Qualification, the Terms of Reference also indicate:

a) The minimum technical capacity requirements that candidates must meet;

b) Documents intended for the qualification of candidates;

c) The deadline and place for the submission of candidacies.

3. The Terms of Reference may also contain any specific rules on the competition for conception works deemed convenient by the Contracting Public Entity, provided that they do not have the effect of preventing, restricting or distorting competition, as well as being accompanied any additional documents necessary for the full description referred to in subparagraph b) of paragraph 1 or indicate the entity and the place where these documents can be obtained directly by the

interested parties.

4. The Terms of Reference may also provide for the obligation to present the conception works by e-mail or other means of electronic data transmission, in which case they must define the terms to which such presentation must comply. to ensure their anonymity and security.

5. The rules of the Terms of Reference shall prevail over any indications contained in the advertisements that do not comply with them.

6. The provisions of article 51 shall apply, with the necessary adaptations, to the Terms of Reference.

ARTICLE 159

(Evaluation committee)

1. The Evaluation Committee appointed by the competent body for the decision provided for in article 154 is composed, in an odd number, of a minimum of three effective members, one of which presides and two alternates.

2. When, in the Terms of Reference, bidders are required to hold specific professional qualifications, the majority of the members of the Assessment must hold the same qualification.

3. The provisions of article 43 apply to the functioning of the Evaluation Committee.

4. The deliberations of the Evaluation Committee on the ordering of the conception works presented or on their exclusion for failure to comply with the description referred to in paragraph b) of paragraph 1 of the previous article are binding on the Entity Contracting Public, and cannot, in any case, be

changed after the identity of the competitors is known.

ARTICLE 160

(Anonymity)

1. In the contest for conception works, whatever the modality adopted, the identity of the contesting authors of the submitted conception works can only be known and revealed after the final report of the contest has been drawn up.

2. The Contracting Public Entity, the Evaluation Committee and the competitors must perform or refrain from performing, as the case may be, all the acts necessary to comply with the provisions of the previous number.

ARTICLE 161

(Presentation of conception works)

Each competitor can submit several design works.

ARTICLE 162

(Setting deadlines for submitting documents)

The deadline for submission of the documents intended for qualification, when the chosen modality is the Limited

Competition by Previous Qualification, as well as the deadline for the submission of documents that material- design works, are freely fixed by the Contracting Public Entity, taking into account the time necessary for the respective preparation, depending on the nature, characteristics and complexity inherent to the tender in question.

ARTICLE 163

(Rules of Public Tender)

1. When the modality chosen is the Public Tender, the documents that materialise each of the design works

must be enclosed in an envelope opaque, closed and sealed, on the face of which only the word “Work” and the name of the competition must be written.

2. In an envelope with the characteristics indicated in the previous number, a document with the identification and contact details of the competitor must be enclosed, on the face of which only the word “Competitor” and the name of the tender must be written.

3. The envelopes referred to in the previous numbers are enclosed in another, equally opaque, closed and sealed, which is called the “External envelope”, indicating only the designation of the tender and the contracting authority.

4. The documents that materialise the design works, as well as all the envelopes referred to in the previous numbers, must be prepared and presented in such a way that the total and absolute anonymity of the competitors is ensured, and may not contain any element that allows, in a way directly or indirectly, identify the author or authors.

5. The outer casing can be delivered directly or sent by registered mail, without any indication of the sender, and in any case, the respective reception must take place within the deadline and at the place set for the presentation of the design works.

6. The reception of the outer wrappings must be registered, noting the date and time when they are received and, in the case of direct delivery, only a receipt proving such delivery must be given to the holder.

7. After the term set for the presentation of the design works, the Evaluation Committee assigns a number to each of the external envelopes, opens them and writes that same number on the respective envelopes referred to in paragraphs 1 and 2.

8. The Evaluation Committee then proceeds to open the envelopes containing the documents that materialise the conception works presented by the competitors, proceeding with their assessment and preparing a final report, signed by all its members, in which it must indicate, reasonably, the following:

a) The ordering of the conception works presented in accordance with the selection criteria established in the Terms of Reference;

b) The exclusion of conception works:

i. Whose envelopes have been presented after the term set forth in the Terms of Reference;

ii. Whose documents that materialise them or the envelopes referred to in paragraphs 1 to 3 contain any element that allows, directly or indirectly, to identify the author or authors;

iii. That do not comply with the description referred to in subparagraph b) of paragraph 1 of article 158.

9. The Evaluation Committee may only open the envelopes referred to in paragraph 2 after the provisions of the preceding paragraph have been fully complied with

10. In case the Terms of Reference establish the obligation to present the conception works by e-mail or other means of electronic data transmission, the provisions of the previous numbers it is applicable with the necessary adaptations.

ARTICLE 164

(Limited Competition Rules by Previous Qualification)

1. When the chosen modality is the Contest Limited by Previous Qualification, the documents intended for qualification must be enclosed in an opaque, closed and sealed envelope, on the face of which only the word «Candidature» must be written, the name or company name of the candidate, the name of the competition and the Contracting Public Entity.

2. The envelope referred to in the previous number may be delivered directly or sent by registered mail, and in any case, its reception must take place within the deadline and at the place set for the submission of applications..

3. The receipt of the envelopes must be registered, noting the date and time when they are received and, in the case of direct delivery, the identity of the persons who made it, with a receipt proving this being given to them delivery.

4. After the deadline set for the submission of candidacies, the Evaluation Committee will assess them, qualifying the candidates who, having

presented their respective candidacies in a timely manner, meet the minimum technical capacity requirements set out in the Terms of reference.

5. Once the qualification has been completed, the Evaluation Committee sends the qualified candidates, simultaneously, an invitation for the presentation of the conception work in accordance with the rules established in the Terms of Reference.

6. Once the provisions of the previous number have been complied with, the conception contest continues its terms in accordance with the provisions of the previous article.

7. The final report of the competition must also indicate, in a reasoned manner, which candidates to exclude, either for not meeting the minimum technical capacity requirements required in the Terms of Reference, or for having submitted the respective applications after the end of the deadline set for this purpose.

8. If the Terms of Reference provide for the mandatory presentation of the conception works by email or other means of electronic data transmission, the provisions of the preceding paragraphs it is applicable with the necessary adaptations.

ARTICLE 165

(Selection decision and awards)

1. The competent body for the decision provided for in article 154, selects one or more works of conception according to the number established in the Terms of Reference of the tender, in accordance

with the content and conclusions of the final report, namely with the binding resolutions taken by the Evaluation Committee. 2. The selection decision must also include the attribution

of the consecration awards to the selected competitors, as well as the attribution of any participation awards.

3. The selection decision referred to in the previous numbers must be notified simultaneously to all competitors and, when the chosen modality is the Competition Limited by Previous Qualification, also to excluded candidates.

4. The consecration awards are of a pecuniary nature, the amount of each being predetermined in the Terms of Reference.

5. Participation awards may be pecuniary in nature or consist of an honourable mention, and in the first case, the Terms of Reference must indicate the global amount.

ARTICLE 166

(Expiry of selection decision)

1. When the Terms of Reference for the conception competition require competitors to hold specific professional qualifications, the selected competitors must submit supporting documents within five days of notification of the selection decision.

2. The selection decision lapses if the selected bidder does not present the documents referred to in the previous number within the period established therein.

3. In the case provided for in the previous number,

the competent body for the decision must select the design work ordered in the following place.

ARTICLE 167

(Prevalence)

The rules contained in this chapter relating to the conception competition prevail over any provisions of the Terms of Reference and respective complementary documents that do not comply with them.

SECTION II

Framework Agreements

SUBSECTION I

Signing of Framework Agreements

ARTICLE 168

(Framework Agreements)

Contracting Public Entities may enter into Framework Agreements to regulate future contractual relations by establishing in advance the respective terms and conditions.

ARTICLE 169

(Modality of Framework Agreements)

1. The Framework Agreements may be entered into with one or more Contractors, suppliers of goods or service providers

2. A Framework Agreement entered into with a single Contractor, supplier of goods or service provider shall specify all aspects of the performance of contracts to be concluded under it that are submitted to competition by the specifications of that agreement.

3. A Framework Agreement entered into with various Contractors, suppliers of goods or service providers. cannot specify all aspects of the performance of contracts to be concluded under it that are subject to competition in the terms of reference of that agreement.

4. In the case provided for in the preceding paragraph, the aspects not specified in the Framework Agreement are defined within the scope of the procedure for the formation of contracts to be signed under this Framework Agreement.

5. Contracting Public Entities cannot appeal the signing of Framework Agreements, in any of the modes referred to in the preceding paragraphs, in an abusive manner or in order to prevent, restrict or distort competition.

ARTICLE 170

(Formation procedure for Framework Agreements)

1. For the formation of a Framework Agreement, the procedures set out in sub-paragraphs a), b) and c) of paragraph 1 of article 22 are adopted.

2. If, under the terms provided for in the previous number, for the formation of a Framework Agreement, the procedure of Limited Tender by Invitation is chosen, contracts may only be signed under it while the sum of the respective prices is below the applicable threshold pursuant to the provisions of paragraph 2 of article 24

3. The program of the procedure for the formation of Framework Agreements in the modality provided for in paragraph 3 of the previous article must

indicate the number of proposals to be awarded, which cannot be less than three.

ARTICLE 171

(Maximum term of validity of the Framework Agreements)

The term of validity of the Framework Agreements is two years, which may be extended, as provided for in the specifications, and may not exceed four years.

ARTICLE 172

(Regulation)

The definition of the categories of goods, services and works that may be the subject of Framework Agreements, as well as the regulation of the terms of their formation and implementation, are determined by specific normative act of the President of the Republic.

3. The invitation shall indicate the deadline and method of submission of proposals, as well as the terms or aspects referred to in the previous number and, when applicable, the evaluation grid of the factors and sub-factors that densified the criteria for award provided for in the program of the procedure for the formation of the Framework Agreement.

SUBSECTION II

Signing of Contracts Under Framework Agreements

ARTICLE 173

(General rules)

1. Only parties to that Framework Agreement may conclude contracts under a Framework Agreement.

2. The conclusion of contracts under Framework Agreements may not result in substantial changes to the conditions enshrined in the latter.

3. The co-contractors of the Framework Agreements undertake to submit a proposal for the conclusion of contracts under it whenever they are invited to do so by the Contracting Public Entity, within the scope of the procedures referred to in the following articles.

4. Unless otherwise stated in the terms of reference of the Framework Agreement, Contracting Public Entities are not obliged to enter into contracts under it

ARTICLE 174

(Contracts under the Framework Agreement entered into with a single entity)

1. For the formation of a contract under a Framework Agreement signed with a single entity, the Contracting Public Entity shall adopt the Contracting procedure Simplified, following, with the necessary adaptations, the provisions of articles 141 and sequent, except for the provisions of the following numbers.

2. The content of the contracts concluded under the Framework Agreement must correspond to the contractual conditions established herein, and the drawing up of a specification is not necessary.

3. If this is expressly provided for in the terms of reference of the Framework Agreement, the Contracting Public Entity may merely requisition the goods, services or works, without the need to write

down the contract concluded under the Framework Agreement.

4. If this proves necessary, the Contracting Public Entity may request, in writing, the co-contractor of the Framework Agreement to detail, also in writing, aspects included in its proposal.

ARTICLE 175

(Contracts under the Framework Agreement entered into with various entities)

1. For the formation of a contract under a Framework Agreement signed with several entities, the Contracting Public Entity shall adopt the procedure of Limited Tender by Invitation, following, with the necessary adaptations, the provisions of articles 134 and sequent, except as provided in the following numbers.

2. The invitation to be addressed to the co-contractors of the Framework Agreement requires the submission of limited proposals:

a) The terms of the Framework Agreement to be implemented, developed or complemented by virtue of the particularities of the need whose satisfaction is intended with the conclusion of the contract;

b) Aspects of the execution of the contract to be signed submitted to competition in the terms of reference of the Framework Agreement.

SECTION III

Reserved Contracts and Social Services

ARTICLE 176

(Reserved contracts)

The Contracting Public Entity may reserve the possibility of being a candidate or competitor to entities whose main objective is the social and professional integration of people with disabilities, minority groups and/or in extinction, provided that they have at least 10% of the workers, duly recognised, under the terms of the law.

ARTICLE 177

(Contracts reserved for certain services)

1. As Contracting Public Entities may launch procedures for the formation of reserved contracts when health services, social services, educational services and cultural services that are included in Annex VII of this Law are in question.

2. Candidates or competitors for the procedures referred to in the previous number may be any organisations that meet, cumulatively, the following requirements:

a) Have as their object the pursuit of a public service mission linked to the provision of the services referred to in the preceding paragraph;

b) Base their management structure on participatory principles that require the active involvement of workers, users or interested parties;

c) Not having entered into, in the last two years, with the same Contracting Public Entity, any contract covered by this section.

2. The announcement or invitation for proposals must refer to this article..

TITLE IV

Purchasing Centres

CHAPTER I

General Provisions

ARTICLE 178

(Purchasing Centres)

1. As Contracting Public Entities may set up Purchasing Centres to centralise the contracting of public works contracts, the leasing and Acquisition of Movable Goods and the Acquisition of Services.

2. The entities referred to in the previous number may also set up Purchasing Centres exclusively intended for a specific sector of activity.

3. The form of constitution, organisation and operation of the Purchasing Centres are defined in a specific normative act of the President of the Republic.

ARTICLE 179

(Main activities of the Purchasing Centres)

1. The Purchasing Centres are intended, namely, to:

a) Adjudicate proposals for the execution of public works contracts, the supply of movable property and the Acquisition of Services, at the request and on behalf of the Contracting Public Entities;

b) Lease or acquire goods or acquire services intended for Public Contracting Entities, namely in

order to promote the grouping of orders;

c) Sign Framework Agreements, designated public procurement contracts, which have as their object the subsequent signing of contracts for public works, leasing or Acquisition of Movable Goods or the Acquisition of Services.

2. For the purposes of carrying out the activities provided for in the preceding paragraph, the Purchasing Centres are subject to the provisions of this Law.

3. In the cases provided for in subparagraphs a) and b) of paragraph 1, the expenses inherent in the formation procedure of each contract to be signed in concrete are the responsibility of the Beneficiary Public Contracting Entity, unless expressly provided otherwise.

ARTICLE 180

(Guiding principals)

In the exercise of their activities, in addition to respecting the rules on training and execution of public contracts, the Purchasing Centres are also guided by the following principles:

a) Segregation of contracting, purchasing and payment functions;

b) Use of electronic purchasing tools with electronic catalog and automated ordering features;

c) Adoption of electronic purchasing practices based on the action of highly qualified negotiators and specialists, with a view to reducing costs;

d) Preference for the acquisition of goods and services that promote the protection of national industry and the environment;

e) Promotion of competition.

CHAPTER II

Constitution and Management of Purchasing Centres

ARTICLE 181

(Constitutive Acts)

1. The constitutive acts of Public Purchasing Centres regulate, namely, the following matters:

a) Objective scope, namely the activities to be developed, the type or types of contracts covered and, if applicable, identification of the sector of activity for which it is intended;

b) Subjective scope, namely the covered entities;

c) Mandatory or optional nature of the use of the Purchase Central by the covered entities.

2. The constitutive acts of Purchasing Centres may also provide criteria for remuneration of services provided, namely in contractual relations with third parties who are not covered entities, considering the appropriate performance indicators, such as the volume of purchases or savings generated.

3. The State can create General Purchasing Centres or intended only for a specific sector of activity and designed to satisfy special and differentiated needs.

ARTICLE 182

(Feasibility and economic-financial rationality)

The creation of Purchasing Centres is always preceded by a study that focuses on the need, economic and financial feasibility, and advantages,

namely from the perspective of quality and efficiency gains, of the creation of Purchase Central, as well as its compliance with the applicable legal regime.

ARTICLE 183

(Third party management)

1. The management entities of Purchasing Centres may assign the management of some of its activities to a third party, regardless of its public or private nature if this is expressly provided in the respective constitutive acts.

2. The third party referred to in the previous number must offer guarantees of suitability, technical qualification, and adequate financial capacity to the management activities of the concerned Purchase Central.

3. The formation and execution of the management contracts provided for in paragraph 1 in this article, are subject to this Law.

ARTICLE 184

(Management contracts with third parties)

The management contract entered for the purposes set out in the previous article is reduced to writing and regulates, namely, the following matters:

- a) Services specifically covered by the object of the management contract;
- b) Guarantee of continuity and quality in the execution of the services by the third party;
- c) Definition of ancillary activities that the third party may pursue and their terms;

d) Third party compensation criteria and payment method;

e) Duration of contract.

TITLE V

Execution of the Work Contract of Public Works

CHAPTER I

General Provisions

ARTICLE 185

(Concept)

1. It is understood as Public Works Contract, the onerous contract that has as its object the execution or conception and execution of a Public Work.

2. For the purposes of the previous number, it is understood as Public Work any construction work, conception and construction, reconstruction, enlargement, modification, repairs, preservation, cleaning, restoration, adaptation, improvement, and demolition of real estate, performed on behalf of a public works owner.

3. For the purposes of this legal regime, it is understood as the Public Work Owner:

- a) Any of the Public Contracting Entities listed in article 6;
- b) Any legal persons that, regardless of its public or private nature, enter these contracts in the exercise of materially administrative functions.

ARTICLE 186

(Contract parties)

1. The Owner and the Contractor are parties to the Public Works Contract.
2. The Owner of the Work is the legal person who orders it to be executed or, in case they are more than one, the one to whom the assets belong or who oversees their administration, under the terms established in paragraph 3 of the previous article.
3. Whenever, in this Law, reference is made to the decisions and deliberations of the Owner, it is understood that they are taken by the body that, according to the law or the respective statutes, is competent for the purpose or, in case of omission in the law and in the statutes, by the highest body management body.

ARTICLE 187

(Representation of the parties)

1. During contract execution, the Owner is represented by the Construction Inspection Director and the Contractor by the Technical Director of the Work, except for matters in which, by force of law or contractual stipulation, another representation is established.
2. Without prejudice to other limitations provided for in the contract, the Construction Inspection Director does not have powers of representation in matters of modification, termination, or revocation of the contract.
3. The Contractor undertakes, under reservation of acceptance by the Owner, to entrust the technical direction of the project to a technician with the

minimum qualification and experience as indicated in the respective specifications.

4. The technical director of the contract must assiduously follow the work and be present at the construction site, whenever, for such, it is called.
5. Hiring the Designer implies full availability to provide technical assistance to the Contractor and to the inspector for the duration of the contract's execution.

ARTICLE 188

(Obstructions)

1. Employees, agents, or other holders of public office are not allowed the intervention, in any capacity, direct or indirect, in the inspection of the project, if they have personal interest, directly or through an intermediary, singular or collective, in view of the respective Contractor or in a company in which it participates, its partner or supplier.
2. It is applicable to inspection of the execution of the contract, the rules about impediments, excuse, suspicion, and ethics, provided for in articles 8, 9, and 10.

CHAPTER II

Types of Contracts

SECTION I

General Provision

ARTICLE 189

(Types of Contract and Contractor Retribution Modes)

1. According to the stipulated payment method, Public Works Contracts can be:

- a) By global price;
- b) By price series;
- c) By percentage.

2. It is lawful to adopt, in the same contract, various modes of retribution for different parties of the work or different types of work.

3. The contract may be for parties or the whole of the

work and, unless otherwise agreed, implies the supply by the Contractor of the materials to be used.

SECTION II

Contract by Global Price

ARTICLE 190

(Concept and scope)

1. The global price is the contract whose remuneration amount, corresponding to the performance of all necessary work for the execution of the work or part of the work covered by the contract, is established in advance.

2. Can only be contracted for global price the works whose projects make it possible to determine, with little probability of error, the nature and quantities of work to be performed, as well as the costs of materials and labour to be employed.

ARTICLE 191

(Object of the contract)

The Owner of the Work must define, as accurately as possible, in the written and drawn parts of the

project and in the specifications, the characteristics of the work and the technical conditions for its execution, as well as the quality of the materials to be applied and to present measurement maps of works, as close as possible to the quantities of work to be carried out, which are based on the analysis and ordering by global costs of the bids of competitors to the contract.

ARTICLE 192

(Submission of basic project by competitors)

1. In the case of works whose technical complexity does not allow the definition of the most appropriate technical solution to the satisfaction of the need underlying the contract to be signed, the Owner of the Work put up for competition may ask the bidders to submit a basic project, for this purpose, he must define, with sufficient precision, in document at least with the degree equivalent to the basic program, the objectives he wants to achieve, specifying the aspects you consider binding.

2. Chosen a base project in the competition, this is for the preparation of the execution project.

3. In the event provided for in this article, the Owner of the Work can award prizes to the authors of the best classified projects, in which case, the respective attribution criteria must be established in the tender programme.

4. For the purposes of the previous number, the ranking order established by the respective Evaluation Committee must be strictly respected, it is, however, possible not to award, in whole or in part, a prize, if the work is considered unsatisfactory.

ARTICLE 193

(Variants to the project)

1. The Owner of the Work put up for competition may authorise, by express declaration in the respective programme, that competitors submit variants to the project or part of it and with the same degree of development, together with the proposal for the execution of the contract as put out to tender.
2. Once approved, the variant replaces, for all purposes, the Owner's project in the respective part.

ARTICLE 194

(Elements and calculation method of base projects and variants)

1. The base projects and variants authored by the Contractor must contain all the necessary elements for its perfect appreciation, and for the justification of the calculation method used, and the Owner of the Work may always require any clarifications, details, plans and explanatory drawings.
2. In cases where the Angolan Legal System does not have legal norms for the purposes set out in the previous number, the Owner of the Work may accept and approve other methods presented and duly justified by the Contractor.

ARTICLE 195

(Project errors and omissions)

1. The Incorrect representation of the species is a project error or amount of work necessary to carry out the contract, due to a difference between the

existing local conditions and the foreseen ones or between the data on which that project is based and the reality.

2. The absence of a forecast, in kind or quantity, constitutes an omission of the project, of works necessary for the execution of the contract, arising from a difference between existing and predicted local conditions or between the data on which that project is based and the reality.

3. The incorrect representation or lack of forecast of certain work in the project can only be qualified as an error or omission, under the terms of the previous numbers, if, in the light of the objectively required diligence, in view of the concrete circumstances, it could have been detected by the author of that project at the time of its elaboration.

ARTICLE 196

(Responsibility for error procurement work and project omissions)

1. If the execution project is the authorship of the Contractor or the Designer by this contractor, it is up to him to bear the cost of error procurement work and project omissions.

2. If the execution project is designed by the Designer at the service of the Owner of the Work, he must assume the costs of the error procurement work and project omissions.

3. If the execution project is authored by the Owner of the Work, he is responsible for the error procurement work and omissions, except:

a) If there are errors and omissions whose detection was required of the Contractor in the

contract formation phase, under the terms of article 52, in which case the Contractor's liability corresponds to half the price of error procurement work and omissions executed;

b) If errors and omissions are at stake whose detection was not required of the Contractor at the stage of formation of the contract under the terms of article 51.o, but have not been identified by him within a period of thirty days from the date on which, during the execution of the works, it was required to be detected, in these cases, the responsibility of the Contractor corresponds to that referred to in the previous paragraph.

ARTICLE 197

(Value of changes to the project)

1. The importance of the works, to more or to less, that result from changes to the project is, respectively, added or reduced to the award value.
2. Changes to the project that translate into additional work are only allowed when their value does not exceed 15% of the initial contract value, under the terms established in the legislation on budget execution rules.

ARTICLE 198

(Payments)

1. The payment of the contract price can be made in fixed periodic instalments or in variable instalments, in any case, always depending on the amount of work periodically performed.
2. When payment has to be made in fixed instalments, the contract must fix its values, their due dates and their compatibility with the approved

work plan.

3. In the cases provided for in the previous number, the correction that the price suffers, due to rectifications or alterations to the project, is divided by the instalments that fall due after the respective calculation, unless otherwise stipulated.

4. If payment has to be made in accordance with the quantities of work periodically performed, it is carried out by measurements and based on contractual unit prices, but only until the contract price competition.

5. If, after all the works, there is still a balance in favour of the Contractor, this must be paid with the last instalment.

ARTICLE 199

(Overworking)

1. Additional works are those whose kind or quantity is not provided for in the contract, are intended to carry out the same contract and have become necessary because of unforeseen circumstances, if any of the following conditions are met:

a) When these works cannot be technically or economically separated from the contract, without serious inconvenience for the Owner of the Work;

b) When these works, even if separable from the performance of the contract, are strictly necessary for its completion.

2. For the purposes of the previous number, constitute unforeseen circumstances, namely circumstances that, already existing at the time of project preparation, they were not included in the definition of the type and quantity of work to be

carried out, nor could they have been in the light of the diligence objectively required in view of the particularities of the specific case.

3. Additional work can only be ordered when the value of these works, added to the value of previous additional works and deducted from the value of any less work, not exceed 15% of the value of the award, under the terms established in the legislation on the annual rules of budget execution.

4. The Contractor is obliged to carry out the additional work provided for in paragraph 1, if ordered in writing by the Owner of the Work and the Work Inspector provides you with the respective plans, drawings, profiles, map of the nature and volume of works and other technical elements indispensable for its perfect execution and for carrying out measurements.

5. The obligation ceases when the Contractor chooses to exercise the right of termination or when, the additional works being of a different kind from those provided for in the contract, the Contractor claims, within ten days after receiving the order and the inspection verifies that he has neither the equipment nor the human resources necessary for its execution.

6. The amendment project must be delivered to the Contractor with the written order of execution.

7. The amendment project may not contain, unless otherwise stipulated, different prices from those in the contract or from those previously agreed for works of the same kind under the same conditions.

8. When, due to the low value of the change or for any other justified reason, does not exist or don't make a project, the execution order must contain the type and quantity of the work to be performed and the unit prices of those for which there are no contractual or agreed prices in writing yet.

9. Upon agreement between the parties, the works may be performed on a percentage basis.

10. Additional works must be formalised through the conclusion of an addendum to the works contract.

SECTION III

Contract by Price Series

ARTICLE 200

(Concept)

The contract is stipulated by price series when the Contractor's remuneration results from the application of the unit prices, provided for in the contract, for each type of work to be carried out, considering the amount of such work actually performed.

ARTICLE 201

(Object of the contract)

1. In contracts by price series, the contract is always based on the forecast of the species and quantities of work necessary for the execution of the work related to the patented project, and the Contractor is obligated to carry out, at the respective unit price of the contract, all works of each kind.

2. If, in the project elements or in the specifications, there are omissions regarding the quality of the

materials, the Contractor may not use materials that do not correspond to the characteristics of the work or that are of a lower quality than those usually used in works that are intended for the same use and of the same category.

ARTICLE 202

(Contractor's project or variant)

1. When the award of a contract is the result of a basic project presented by the Contractor, it is incumbent upon him to prepare the execution project, under the terms established for the global price contract.

2. The project for the execution of a contract may be altered according to the variants proposed by the Contractor, under the same terms established for the contract at a global price.

3. With the variant, the Contractor must present a forecast of the species and quantities of work required for the execution of the work and the respective unit price list.

4. The work corresponding to the variants is carried out on a global price basis, if the Contractor proposes and the Owner of the Work accepts, the Contractor must present a payment plan for the global price and this shall be calculated by applying the unit prices to the foreseen quantities.

ARTICLE 203

(Unforeseen work)

1. The work required to carry out the contract, whose kind or quantity has not been included in the

contract, are performed by the Contractor as additional work, under the terms of the article 199.o

2. The additional works, provided for in the previous number, can only be carried out after the issuance of an order to that effect by the Owner of the Work, and an addendum to the contract must also be signed.

3. The Owner of the Work may not authorise the carrying out of additional works when their accumulated value, added to the value of previous extra works and deducted from the value of any less work, exceeds 15% of the value of the initial contract, this being calculated based on the estimate of work necessary for the execution of the contract referred to in paragraph 1 of article 201.o

ARTICLE 204

(Calculation of payments)

1. Periodically, the work carried out of each species must be measured for the purposes of payment of the calculated quantities, to which unit prices are applied.

2. The periodicity regarding the measurement of work and payments is mandatorily expressed in the contract.

SECTION IV

Common Provisions for the Global Price Contracts and by Price Series

ARTICLE 205

(Unit price list)

Bidders must submit with their proposals the unit price lists that have served as a basis for them.

ARTICLE 206

(Contractor Charges)

It is the Contractor's responsibility, unless otherwise stipulated, to supply the apparatus, instruments, tools, utensils and scaffolding essential for the proper execution of the work.

ARTICLE 207

(Preparatory or accessory work)

1. The Contractor has the obligation to, unless otherwise stipulated, perform at its own expense all preparatory work or accessories that, by nature or according to current use, the execution of the work implies.

2. It is, in particular, the Contractor's obligation, unless otherwise stipulated, to carry out the following works:

a) The assembly, construction, dismantling, demolition and maintenance of the shipyard;

b) The means necessary to ensure the safety of all persons working on the work, including the personnel of the Subcontractors and the general public, to prevent damage to neighbouring buildings and to comply with safety, health and hygiene at work and street police regulations;

c) The restoration, through temporary works, of all easements and services that are essential to change or destroy for the execution of the works and to avoid the stagnation of water that they may cause;

d) The construction to accesses the shipyard and its internal services;

e) Placing a plaque containing the mentions provided for in article 233;

f) Other works provided for in specific regulations

ARTICLE 208

(Easements and occupation of private buildings)

It is the Contractor's account, unless otherwise stipulated, to pay compensation due for the constitution of easements or for the temporary occupation of private buildings, necessary for the execution of the works awarded and carried out, in accordance with the law.

ARTICLE 209

(Work suppression)

Outside the cases provided for in article 199.o, the Contractor shall only cease to carry out any work included in the contract provided that, for this purpose, the Work Inspector gives him a written order and it specifically contains the work that has been suppressed.

ARTICLE 210

(Discarding work already performed)

If the changes-imposed result in disabling of work already carried out in accordance with the contract or with orders received, it is not its value deducted from the amount of the contract and the Contractor is also entitled to the amount spent on the demolitions he has carried out.

ARTICLE 211

(Setting new prices)

1. The Contractor may claim against the new prices contained in the amendment project or those indicated in the execution order, simultaneously presenting his price list, within twenty days of the date of receipt of the project or the date of the order, respectively.
2. When the complexity of the change project justifies it, the Contractor may request the extension of the period provided for in the previous number for a period not exceeding twenty days, except in exceptional cases, duly justified.
3. The claim must be decided by the Work Inspection Director within thirty days.
4. Failure to decide within the period provided for in the preceding paragraph has the effect of accepting the prices indicated in the Contractor's list, unless, within the period mentioned earlier, the Work Inspection Director communicates to the Contractor that he needs a period of time greater than that legally fixed to decide.
5. If there is no agreement on all or some of the prices or they are not fixed by arbitration or judicially, the respective works are settled, as soon as measured, based on the unit prices contained in the draft amendment or execution order.
6. As soon as, by agreement, by arbitration or judicially, the definitive prices are determined, the Contractor is paid any differences that may exist in his favour regarding the work already carried out.

7. If, in the project or in the execution order, there are no unit prices, the Contractor submits his list within the deadline set out in paragraph 1, the measured works being settled by it, until the definitive prices are fixed.

8. The Owner's decision on the Contractor's price list applies the set out in paragraph 3, demanding that, the differences that arise in relation to the works already measured and paid, between the prices on the list and those that will be finally fixed, be compensated by paying or receiving the Contractor, as appropriate.

9. In the cases referred to in this article, in the absence of an agreement on any prices, either party may resort to arbitration by three experts, one being appointed by the Owner of the Work, another by the Contractor and the third by agreement between the two.

ARTICLE 212

(Changes proposed by the Contractor)

1. At any time during the works, the Contractor may propose to the Owner of the Work variants or changes to the project in relation to part or parts of it that have not yet been executed.
2. The variants and alterations provided for in the previous number comply with the provisions regarding the projects or variants presented by the Contractor, but the Owner of the Work may order its execution provided that he accepts the global price or the unit prices proposed by the Contractor or agrees with them.

3. If the approved variant or alteration results in savings, without decreasing the usefulness, duration and solidity of the work, the Contractor is entitled to half of the respective value.

ARTICLE 213

(Contractor's right of termination)

1. When, after the commissioning of more or less works resulting from orders given by the Owner of the Work, the partial suppression of some works, the supply of errors and omissions in the project or changes made to it, it is verified that there is a reduction of more than 1/5 of the value of the initial award, the Contractor has the right to terminate the contract.

2. The Contractor also has the right of termination whenever the variant or alteration to the project, coming from the Owner of the Work, results in the replacement of works included in the contract by others of a different kind, although intended for the same purpose, provided that the value of the works replaced represents 1/4 of the total value of the contract.

3. The fact that the Contractor does not exercise the right of termination based on any change, order or rectification does not prevent him from exercising such right in connection with subsequent alterations, orders, or rectifications.

4. For the purposes of paragraph 1, are considered compensated for less work with more work, unless the latter are not of the same kind as those of the contract object of the contract.

ARTICLE 214

(Term for exercising the right of termination)

The right of termination must be exercised within a non- extendable period of thirty days, counted from:

a) From the date on which the Contractor is notified of the Owner's decision on the claim as to the errors and omissions of the project identified in the execution phase of the contract or on the sixtieth day from the date of submission of this claim, in the event that the Owner of the Work has not, however, commented on it;

b) From the date of receipt of the written order for the execution or suppression of works, provided that this order is accompanied by the project, where applicable, or a breakdown of the work to be carried out or to be removed;

c) From the date of receipt of the project or of the breakdown of the work to be carried out or to be removed, when such date does not coincide with that of the order;

d) From the date of receipt of the written communication in which the Owner of the Work decides on the price list presented by the Contractor.

ARTICLE 215

(Calculation of the value of work for termination purpose)

1.To calculate the value of more or less work, the prices set in the contract shall be considered, those subsequently reached by agreement or arbitration and those resulting from the commissions

established in articles 213.o and 214.o, as applicable.

2. In the absence of agreement regarding unfixed prices, the following applies:

a) In the case of paragraphs 5 and 6 of article 211, those indicated by the Contractor, if the Owner does not respond within 60 days, or those indicated by the Owner if, in the opposite case, he fixes them;

b) In the case of 5 and 6 of article 211.o, those indicated by the Contractor, if the Owner does not comment on the claim within 60 days or does not object to them, and those indicated by the Owner if, in the opposite case, he fixes them;

c) In the case of paragraph 1 of article 211.o, in the absence of a claim from the Contractor, those indicated by the Owner of the Work;

d) Those of the amendment project, if it exists and contains them;

e) In the case of paragraph 1 of article 207.o, those of the order, if it contains them.

3. The Contractor may also, for the calculation of the works value, be based on the prices he proposed, when there is no agreement on them.

ARTICLE 216

(Exercise of the termination rights)

1. If all the conditions on which the termination right depend are met, this is exercised upon application by the Contractor, accompanied by an estimate of the works value in question, with the exact breakdown of the unit prices on which it was based.

2. Once the application has been received, the Owner of the Work proceeds to the immediate measurement of the work carried out and then take possession of the work.

ARTICLE 217

(Price correction)

1. When the signing of the contract takes place more than 180 days after the date of submission of the proposal, for reasons not attributable to the Contracting Contractor, it may, before signing the contract, require that the respective price or prices be corrected, based on formulas that the parties agree among themselves for this purpose or, in the absence of agreement, by application of the standard formula, provided for in the special legislation on price revision, considering that the totality of each price to be updated is considered susceptible to revision.

2. In case the correction is not allowed, the contractor may withdraw from the contract.

ARTICLE 218

(Compensation for reduction in the total work value)

1. Whenever, because of an alteration to the project or of correction of forecast errors or, even, of the suppression of works, under the terms of article 209.o, the Contractor performs a total volume of work worth less than 20% to those who were the object of the contract, have the right to the compensation corresponding to 10% of the value of the verified difference, if a higher one is not established in the specifications or in the contract.

2. The compensation is settled in the final account.

ARTICLE 219

(Sewage and demolitions)

Any sewerage or demolition of works that there is a need to carry out and that have not been provided for in the contract are always carried out by the Contractor on a percentage basis.

ARTICLE 220

(Liability for execution errors)

à The Contractor is responsible for all deficiencies and errors relating to the execution of the work or the quality, shape and (dimensions of the materials

applied, either in cases where the project does not set the standards to be observed, or in cases where they are different from those approved.

2. The Contractor's liability ceases when the errors and defects in execution have resulted from compliance with written orders or instructions transmitted by the Work Inspector or if they have obtained his express agreement, through registration in the workbook.

ARTICLE 221

(Liability Effects)

Whoever incurs the responsibility established in the previous article must pay for the works, the changes and repairs necessary for the adequate removal of the consequences of the deficiency or error verified, as well as compensate the other party or third parties for the damages suffered.

SECTION V

Contract by Percentage

ARTICLE 222

(Concept)

1. It is defined as Contract by Percentage the contract by which the Contractor assumes the obligation to perform the work at a price corresponding to its cost, plus a percentage to cover administration charges and the company normal remuneration.

2. The use of the modality provided for in the previous number depends on prior authorisation, duly substantiated by the competent body for the authorisation of the expense.

ARTICLE 223

(Cost of work)

1. The cost of the works is what results from the sum of expenses corresponding to materials, personnel, technical management, shipyards, transport, insurance,

to the charges inherent to the staff, the depreciation and repair of facilities, utensils and machines and everything else necessary for the execution of the works, provided that such expenses are made in accordance with the Owner of the Work, under the terms established in the specifications.

2. No administrative charge is included in the cost.

ARTICLE 224

(Administrative charges and profits)

The percentage to cover the administrative charges and the Contractor's remuneration is that which, for each case, is set out in the specifications.

ARTICLE 225

(Much or less work)

1. The Contractor is not obliged to carry out more works that exceed 1/4 of the value of the works covered by the contract.
2. The provisions of articles 199 and 209.

ARTICLE 226

(Payments)

1. Unless otherwise stipulated, payments are made monthly, based on an invoice submitted by the Contractor, duly endorsed by the Work Inspector, corresponding to the cost of work performed during the previous month.
2. The invoice must list all the instalments that are included in the cost of the work and must be accompanied by the necessary supporting documents.

ARTICLE 227

(Subsidiary regime)

They are subsidiarily applicable to this contract and in particular to the responsibility for the design and execution of work to the provisions regarding other types of works that are not incompatible with their specific nature.

CHAPTER III

Contract Execution

SECTION I

General Provisions

ARTICLE 228

(Notifications regarding to the contract execution)

1. The Notifications of the decision of the Owner of the Work or his Inspector are obligatorily made to the Contractor or his representative in writing and signed by the Work Inspector.
2. The notification is made by delivering the text of the decision notified in duplicate, returning the Contractor or his representative one of the copies with receipt.
3. In case the notified person refuses to receive the notification or to issue a receipt, the Work Inspector draws up a report of the incident, before two witnesses who sign with him and considers the notification made.

ARTICLE 229

(Absence of the Contractor or his representative from work site)

1. The Contractor or his representative may not leave the work site without informing the Work Inspector, leaving a substitute accepted by the Owner of the Work.
2. The Contractor who cannot reside in the location of the work must designate a representative with permanent residence in that location and who has the necessary powers to represent him, in all acts

that require their presence and to respond to the inspection for the progress of the work.

ARTICLE 230

(Safety and order in the workplace)

1. The Contractor is obliged to ensure safety and good order at the work site.
2. For the purposes of compliance with the obligation of good order at the work site provided for in the preceding paragraph, the Contractor must withdraw from this place, on his own initiative or immediately upon order of the Owner of the Work to that effect, staff who have had disruptive behaviour in the work, namely due to less probity in the performance of their duties, indiscipline or disrespect to representatives, to agents of the Owner of the Work or representatives or agents of the Contractor, Subcontractors or third parties.
3. The order provided for in the preceding paragraph must be substantiated in writing, when the Contractor so requires, without prejudice to the immediate suspension of the worker or personnel concerned.

ARTICLE 231

(Acts in which the presence of the Contractor is required)

1. The Contractor or his representative accompanies the representatives of the Owner of the Work on inspection visits to the works, when called for, as well as in all acts where their presence is required.

2. Whenever, under the terms of this Law or of the contract, a record of the diligence carried out must be drawn up, it must be signed by the Inspector of the Work and by the Contractor or his representative, with a duplicate in the possession of this.

3. If the Contractor or his representative refuses to sign the document, it must mention this and the reason for the fact, which must be confirmed by two witnesses, who also sign it.

4. Violation of the provisions of this article, as well as the previous one, is punishable by a fine of the corresponding amount of 1/50 of level 1 of the Table of Value Limits contained in Annex I of this Law, doubled in case of recurrence.

5. The contractual fine referred to in the previous number must be charged by the Work Inspector and the amounts deposited in the National Treasury Account, through DAR - Revenue Collection Document, issued in the name of the Owner of the Work.

ARTICLE 232

(Advertising)

The posting of advertising at the work site by the Contractor depends on the authorisation of the Owner of the Work.

ARTICLE 233

(Mandatory mentions at the work site)

Without prejudice to the provisions of special law, the Contractor shall, for the purposes of the provisions of subparagraph e) of paragraph 2 of

article 207, post at the work site, with clear visibility, the identification of the work, the Owner of the Work, and the Contractor, mentioning the respective permit or other qualifying title.

ARTICLE 234

(Salary)

1. The Contractor is obliged to pay the personnel employed in the work, salaries not lower than the table of minimum wages in force for the respective sector.
2. The table of minimum wages to which the Contractor is subject, after being authenticated by the inspection, must be clearly affixed to the construction site.
3. The table referred to in the previous number is also mandatory for workers and subcontractors.
4. Whenever it is verified that the Contractor pays salaries of an amount lower than that stipulated in the terms of the respective table, this fact must be immediately communicated by the work inspection to the competent authorities.

ARTICLE 235

(Payment of salaries)

1. The Contractor must pay salaries to its workers, in accordance with the provisions of the General Labour Law, he may, however, make this payment at different intervals when local circumstances so require, after the workers and the Work Inspector have been previously informed.
2. During the execution of the work, if the Contractor shows the need to obtain advance

payments to guarantee payment of salaries, he may exceptionally request the Owner of the Work to review the contract's payment plan, presenting for this purpose a proposal for anticipated invoicing, exclusively related to the salary component, duly broken down in terms of hours and unit costs incurred or to be incurred.

ARTICLE 236

(Insurances)

1. The Contractor must carry out, with insurance companies established in the Republic of Angola, the following insurances:
 - a) Against accidents at work and occupational diseases, of all workers working for the Contractor or working on the task;
 - b) For damages related to the work, for the value of the contract mentioned in the respective contract;
 - c) Civil liability against third parties;
 - d) Professional responsibility of the Contractor.
2. The Owner of the Work may, whenever it sees fit, include in the contract documents clauses relating to insurance for the execution of the work.

ARTICLE 237

(Protection, hygiene, health, and safety at work)

The Contractor undertakes to comply with and ensure compliance by his personnel with the provisions of legislation on protection, hygiene, health, and safety at work.

ARTICLE 238

(Contractor's death, interdiction or bankruptcy)

1. If, after signing the contract, the Contractor dies or, by court order, is interdicted, disqualified or declared in a state of bankruptcy or insolvency, the contract lapses.
2. The Owner of the Work may, at his/her convenience, accept that the heirs of the deceased Contractor assume the responsibility for its fulfilment, if he/she is authorised to do so, under the legal terms.
3. The Owner of the Work may also, at its convenience, when the Contractor presents himself to the court for a declaration of bankruptcy and has the agreement of creditors, accept that the execution of the contract continues with the company formed by the creditors, at their request and as long as the works have not been interrupted.
4. Once the expiry of the contract is verified, the work carried out is measured and settled at the respective unit prices, if they exist or, otherwise, by those established by agreement, by arbitration or judicially, observing, in the applicable part, the provisions relating to the reception and settlement of the work, preceding an administrative inquiry.
5. By virtue of the forfeiture, the heirs or creditors are entitled to the following compensation:
 - a) 5% of the work value not carried out, if death or bankruptcy occurs during the performance of the contract;
 - b) The amount corresponding to the expenses demonstrably incurred for the execution of the

contract, that future contractors may benefit from and that they are not covered by the acquisition of the shipyards, equipment and materials referred to in paragraph 7, in the event of death or bankruptcy occurring before the start of work.

6. There is, however, no place for any compensation:

- a) If the bankruptcy is found to be guilty or fraudulent;
- b) If it is proven that the impossibility of settling the commitments already existed at the date of submission of the proposal;
- c) If the Contractor's heirs or creditors are not authorised to assume the responsibility for the performance of the contract.

7. The destination of the shipyards, equipment and materials existing in the work or intended for it are governed by the applicable rules in the event of termination of the contract by the Contractor.

8. The amounts that, under the terms of the previous numbers, are determined to be due, are deposited with a credit institution, to be paid to whoever is entitled.

ARTICLE 239

(waiver of contractual position)

1. The Contractor may not assign its contractual position in the contract, in whole or in part, without prior authorisation from the Owner of the Work.
2. Except in special cases, the assignment of the contractual position of works contracts must only be authorised in full.

3. The Owner of the Work may not, without the Contractor's agreement, withdraw from the contract any work or part of the work in order to have them carried out by someone else.

4. If the Contractor assigns its contractual position in the contract without complying with the provisions of paragraph 1, the Owner of the Work may terminate the contract.

5. If the Owner of the Work fails to comply with the provisions of paragraph 3, the Contractor has the right to terminate the contract.

SECTION II

Work Consignment

ARTICLE 240

(Concept and effects of Work Consignment)

The Consignment of the Work is the act whereby the representative of the Owner of the Work provides the Contractor with the places where the work and the necessary written or drawn parts of the project must be carried out so that this execution can be carried out.

ARTICLE 241

(Deadline for the work execution and its extension)

1. The period fixed in the contract for the work execution starts from the date of consignment when another is not specifically expressed in the contract.

2. Whenever, at the request of the Owner of the Work or due to the acceptance of a claim by the Contractor, additional work takes place, the

contractual term for completion of the work is extended at the Contractor's request.

3. The calculation of the extension of the term provided for in the previous number is made:

a) Whenever it is a case of more work of the same kind as defined in the contract, in proportion to what is established in the partial terms of execution contained in the approved work plan and taking into account its general framework in the contract;

b) When the works are of a different kind from those contained in the contract, by agreement between the Owner of the Work and the Contractor, considering the technical particularities of the execution.

ARTICLE 242

(Term of consignment)

1. Within a maximum period of 30 days from the date of signature of the contract, the consignment of the work must be made, communicating to the Contractor, by registered letter with acknowledgment of receipt, the date, the time, and the place it must be presented.

2. When the Contractor does not appear on the fixed day and has not justified the absence, it is marked by the entity that must proceed with the assignment of a new non- extendable period, to present himself, and if, in the course of it, he does not appear, the contract lapses, the Contractor being civilly liable for the difference between the value of the contract in the expired contract and that

for which the work is re-awarded, with definitive loss of the surety.

3. If, within the applicable period referred to in paragraph 1, the Owner of the Work does not yet possess all the land necessary for the execution of the works, the consignment is made as soon as this possession is acquired.

ARTICLE 243

(Partial consignments)

1. In cases where, due to the extent and importance of the work, the consignment operations are delayed or cannot be carried out in full immediately due to any other circumstance, the Owner of the Work may proceed with partial consignments, starting with the land that, based on the written or drawn pieces, allow the beginning of the work, provided that the possession of the remaining elements is ensured in time to guarantee the non-interruption of the contract and the normal development of the work plan.

2. If partial consignments are made, the start date of the work execution is the date of the first partial consignment, provided that the lack of timely delivery of land or written and drawn pieces does not determine any interruption of the work or does not prejudice the normal development of the work plan.

3. If, in the case of the previous number, the lack of timely delivery of land or written or drawn parts of the project determines any interruption of the work or hinders the normal development of the work plan, the work is considered to have started on the

date of the last partial consignment, however, the term may be changed, by agreement between the Owner of the Work and the Contractor, in correspondence with the volumes of work to be carried out from that date.

ARTICLE 244

(Delay of consignment)

1. The Contractor may terminate contract:

- a) If the consignment is not made within 6 months from the date on which it must be made;
- b) If one or more partial assignments have been made, the delay in the consignment or subsequent consignments imply the interruption of work for more than 6 months, consecutive or interpolated.

2. Any delay in consignments that, not being attributable to the Contractor, prevents the beginning of the execution of the contract or that results in the interruption of the work or disruption of the normal development of the work plan, gives the Contractor the right to be compensated for the damage suffered as a necessary consequence of that fact.

3. If, in the cases provided for in the previous numbers, the delay in the consignment is due to acts of fortuitous or force majeure, the compensation payable to the Contractor shall be limited to consequential damages.

ARTICLE 245

(Consignment report)

1. The consignment is drawn up, in which reference must be made to the contract and the following must be mentioned in it:

a) Modifications that, in relation to the project, take place or have taken place in the place where the works are to be carried out and that may influence its cost;

b) Operations performed or to be performed, such as re-establishing layouts, implementing works and placing references;

c) Land and buildings owned by the Contractor;

d) Any written or drawn pieces complementary to the project that are currently delivered to the Contractor;

e) Claims or reservations presented by the Contractor, regarding the act of consignment and the clarifications provided by the representative of the Owner of the Work.

2. The consignment record must be drawn up in duplicate and signed by the representative of the Owner of the Work who makes the consignment and by the Contractor or its representative.

3. In cases of partial consignment, as many records must be drawn up as the consignments.

ARTICLE 246

(Modification of local conditions and suspension of the act of consignment)

1. When there are differences between the existing local conditions and those foreseen in the project or in the data that served as the basis for its preparation, which may determine the need for an alteration project, the act of consignment is suspended in the part relating to such differences, however, it may proceed with respect to the areas

of the work that are not affected by the project of alterations, provided that the conditions established for the realisation of partial assignments are met.

2. The suspended consignment may only continue after the Contractor has been notified of the changes made to the project, with the respective report being prepared for this purpose.

ARTICLE 247

(Contractor's Complaint)

1. The Contractor must record his claims in the consignment document itself, and may limit himself to stating his aim and reserving the right to present a reasoned statement in writing within a period of 10 days.

2. If the Contractor does not proceed as provided for in the previous number, the results of the report shall be taken as definitive, without prejudice, however, to the possibility of complaining against errors or omissions in the project, if applicable.

3. The complaint filed or set out in the record is decided by the Owner of the Work within 20 days from the date of the record or the delivery of the exhibition, as the case may be, and with this decision the Contractor has to comply for the purpose to proceed with the work.

4. Once the Owner of the Works has answered the claim, the consignment in the part in relation to which it should have been suspended is considered as not having been made.

5. The unresolved claim is presumed to have been answered within the period set out in paragraph 3.

ARTICLE 248

(Indemnity)

1. If, in the event that the Contractor wishes to use the right of termination for delaying the act of consignment, this right is denied by the Owner of the Work and subsequently it is verified, by the competent means, that such denial was not legitimate, the Owner of the Work shall indemnify you for damages resulting from the failure to exercise your right in due time..

2. The indemnity shall be limited to damages arising from the performance of the contract that do not result from the original insufficiency of the unit prices of the proposal or from its errors and is only due when the Contractor, in the claim made in the consignment notice, has manifested expressly its willingness to terminate the contract, specifying the legal basis.

SECTION III

Work plan

ARTICLE 249

(Object and approval of the work plan)

1. The work plan is intended to establish the order, sequence, deadline and pace of execution of each of the types of work that constitute the contract and the specification of the means by which the Contractor proposes to carry them out and must include , obligatorily, the respective payment plan, with the forecast of the staggering and frequency of the same during the contractual term.

2. Within the period established in the specifications or in the contract and which may not exceed 90 days, counted from the date of assignment, the Contractor must submit to the Owner's representative, for approval, its final work plan.

3. The Owner of the Work must issue an opinion on the work plan within a maximum period of 30 days, and may introduce any changes he deems appropriate, but is not, however, allowed, unless previously agreed with the Contractor, to change it in the points that have constituted an essential condition for the validity of the Contractor's proposal.

4. If the Owner of the Work does not comment on the proposed work plan within the period referred to in the previous number, it will be considered definitively approved.

5. Once the work plan is approved, the execution of the work must be agreed with it.

ARTICLE 250

(Modification of the work plan)

1. The Owner of the Work may change, at any time, the work plan in force, and the Contractor shall be entitled to be indemnified for damages suffered as a result of such change.

2. The Contractor may, at any time, propose modifications to the work plan or present another to replace the current one, basing its proposal, the modification or new plan being accepted as long as it does not result in damage to the work or the extension of the deadlines of execution.

ARTICLE 251

(Delay in fulfilling the work plan)

1. If the Contractor, unjustifiably, delays the execution of the works provided for in the plan in force, in order to jeopardise the completion of the work within the term resulting from the contract, the Work Inspector may notify him to present, in the 15 days following, the plan of the various works that, in each of the following months, he plans to execute, with an indication of the means he will use.
2. If the Contractor does not comply with the notification provided for in the preceding paragraph or if the answer is given in imprecise or unsatisfactory terms, the Work Inspector, when authorised by the Owner of the Work, must prepare a new work plan, accompanied by a report justifying its feasibility and must notify the Contractor.
3. In the cases provided for in the preceding paragraph, the work plan must set a sufficient period for the Contractor to carry out the readjustment or organisation of the shipyards necessary for the execution of the notified plan.
4. If the Contractor does not comply with the work plan, presented by him or which has been notified to him, under the terms of the preceding paragraphs, the Owner of the Work may request administrative ownership of the works, as well as of the materials, buildings, shipyards, the tools, machines and vehicles therein, entrusting a suitable person with the management and administration of the contract on behalf of the Contractor and carrying out the necessary inventories, measurements and evaluations.

5. Once the provisions of the previous number have been complied with, the contract continues to be managed until the completion of the works or is put back into practice, at any time during its execution, as is more convenient to the interests of the Owner of the Work.

6. In both cases referred to in the preceding paragraph, any excess expense or price increase that is verified is paid on account of the sums owed to the Contractor and for the guarantees provided, without prejudice to the right of the Owner of The work has to be paid through all the assets of the former, if the aforementioned amounts are insufficient.

7. If there any savings result from the administration by third parties or the adopted procedure, these belong to the Owner of the Work and never to the Contractor, to which, in this case, the guarantee deposit and the amounts withheld must be returned as soon as possible, after the guarantee periods have elapsed, the work is in a position to be definitively received.

8. In the case provided for in the preceding paragraph, the Contractor is still entitled to be paid the amounts corresponding to the amortisation of his equipment during the period in which it was used after administrative possession or the rental value established for the use of such equipment by the new Contractor, to the extent that the savings obtained allow it.

9. In the case provided for in paragraph 4, the Owner of the Work may also, when deemed preferable, opt for the pure and simple termination

of the contract, with the Contractor losing the deposit or guarantee provided and the amounts withheld. as per the provisions of No. 1 or executed in non- compliance with the elements referred to therein.

SECTION IV

Execution of Works

ARTICLE 252

(Date for commencement of work)

1. Works shall start on the date fixed in the respective plan.
2. The Owner of the Work may consent to the work being started at a later date, when the Contractor requests and proves the reasons for the delay.
3. If the Contractor does not start the work in accordance with the plan, or obtain a postponement, the Owner may terminate the contract or choose to apply the contractual fine, for each day of delay, corresponding to one per thousand of the award value , if another amount is not specified in the tender documents.
4. In the event of termination of the contract, the prescribed rules for the Contractor's non-attendance to the consignment act shall apply.

ARTICLE 253

(Necessary elements for the execution and measurement of the work)

1. No element of the work may be commenced upon without the Contractor having been duly authenticated with the plans, profiles, elevations, cuts, reference dimensions and other indications

necessary for the perfect identification and execution of the work, in accordance with the project or its alterations and for the exact measurement of the works, when these must be paid for measurements.

2. They must be demolished and rebuilt by the Contractor, at his own expense, as long as this is ordered by his own accord.

2. Whenever the Contractor deems that the characteristics of the materials set out in the project or in the specifications are not technically advisable or the most convenient, he must communicate the fact to the Construction Inspector and prepare a reasoned proposal for the change.

3. In the case provided for in the previous number, the proposal must be accompanied by all the technical elements necessary for the application of the new materials and the execution of the corresponding work, as well as the change in prices that the application of those materials may give rise to and the period within which the Owner of the Work must pronounce himself.

4. If the Owner of the Work does not comment on the proposal within the period indicated therein and does not order in writing the suspension of the respective works, the Contractor shall use the materials provided for in the project or in the specifications.

5. Whenever the project, specifications or contract do not set the characteristics of the materials, the choice of these shall be up to the Contractor, who must, in any case, respect the respective official

rules and the usual characteristics in analogous works.

6. The increase or decrease in charges resulting from the change in the technical characteristics of the materials must be, respectively, increased or deducted from the price of the contract..

ARTICLE 254

(Delay in delivery of necessary items for the execution and measurement of the works)

If the delay in the delivery of the technical elements mentioned in No. 1 of the previous article implies the suspension or interruption of the work or the slowing down of the rhythm of its execution, it shall proceed according to the provisions for the cases of suspension of work Owner of the Work.

ARTICLE 255

(Objects of Art and antiques)

1. All objects of art, antiques, coins and any mineral or other substances with historical, archaeological or scientific value, found in excavations or demolitions, must be delivered, by the Contractor, to the Construction Inspector, by document, where stated specifically the nature of the delivery.

2. When the extraction or disassembly of objects involves specialised work, knowledge or processes, the Contractor must communicate the finding to the Work Inspector and suspend the execution of the work until receiving the necessary instructions.

3. The embezzlement or destruction of objects included among those mentioned in this article must

be reported by the Owner of the Work to the Public Ministry for the competent criminal procedure.

4. The Owner of the Work must inform the competent authority of the Executive of all findings.

SECTION V

Materials

ARTICLE 256

(Preference for national products)

1. In the event of equivalence of price and quality, the Contractor, unless otherwise expressly stipulated, shall give preference, for application in the work, to the materials produced by the domestic industry.

2. The quality of domestic or imported materials must be duly verified by the Angolan Engineering Laboratory or other entity designated for the purpose.

3. For the purposes of the provisions of the previous number, the Owner of the Work must always demand from the Contractor the prior presentation of the quality proofs of the national or imported materials.

ARTICLE 257

(Specifications)

1. All materials that shall be used in the works must have the quality, the dimensions, the form and the other characteristics designated in the respective project, with the regulatory tolerances or admitted in the order book.

ARTICLE 258

(Exploitation of quarries, bural quarries, sandpits and similar)

1. The materials to be applied in the work, from the exploration of quarries, bural quarries, sandpits or the like, are, as a rule, extracted from the locations specified in the project, in the specifications or in the contract and, when such exploration is not specifically required, in others that deserve the Contractor's preference, in which case, the application of the materials shall be preceded by the approval of the Construction Inspector.

2. If the execution of the work makes it necessary for the Contractor to extract all or some of the materials in places other than those set out in the project, specifications or contract, the costs of the works where these materials are applied must be rectified, increasing them. If or deducting the increase or reduction of charges resulting from the transfer of extraction sites.

3. When the extraction of materials is carried out at locations chosen by the Contractor, their transfer does not determine any change in the cost of the work, except in the cases provided for in the following articles or if it results from the imposition of the application by the owner or the Work Inspector of materials with characteristics different from those set out in the project or in the specifications.

4. To rectify the cost of the works, the provisions regarding changes to the project must be followed.

ARTICLE 259

(Supply contracting)

1. When the project, in the contract documents or in the contract, no quarries, bural quarries or sandpits are fixed from which the Contractor can extract the necessary materials for construction, the Contractor has the obligation to obtain, using the legal means at his disposal, the materials of that it needs to carry out the contract, being responsible for the extraction, transport and deposit of the materials.

2. In the case provided for in the preceding paragraph, the Contractor must submit, when required by the Owner or its representatives, the contracts or adjustments that, for this purpose, it has entered into with the owners.

3. As long as the contract work shall last, the land from which access to quarries, bural quarries or sand pits is to be explored will be subject to the legal regime of temporary easement..

ARTICLE 260

(New exploration sites)

If, during the execution of the works, the Owner of the Work, for reasons beyond the latter, has the need or convenience to apply materials from places other than those set out in the project, in the specifications, in the contract or those chosen by the Contractor, you can order it, as long as you rectify the cost of the works where these materials are applied.

ARTICLE 261

(Materials belonging to the Owner of the Work or from other works or demolitions)

1. If the Owner of the Works deems it convenient to use materials belonging to it, arising from demolitions or other works, the Contractor is obliged to do so, deducting, if applicable, the respective cost or rectifying the price of the works in which they should be used.
2. The provisions of the previous number are not applicable if the Contractor demonstrates that he has already acquired the materials necessary for the execution of the works or insofar as he has done so.

ARTICLE 262

(Approval of materials)

1. Whenever the conformity of the characteristics of the materials to be applied with those established in the project, in the specifications or in the contract must be verified, the Contractor must submit the materials to the approval of the Work Inspector, who must submit them for examination at the Laboratory of Angola Engineering or other entity appointed for the purpose.
2. At any time, the Contractor may request the approval referred to in the previous number, which is considered granted if the Inspector of the Work does not comment within the subsequent 10 days, unless the tests require a longer period, which is a fact that , within that period, it must be communicated to the Contractor.

3. The Contractor shall be obliged to provide the samples of materials that are requested by the Construction Inspector to be submitted for examination at the Angola Engineering Laboratory or another entity appointed for this purpose.

4. The collection and shipment of samples must be carried out in accordance with the official regulations in force or with others that may be imposed by the contract.

5. The contract specifications must specify the tests, the cost of which must be borne by the Contractor, it being understood, in case of omission, that the costs for carrying out the tests are the responsibility of the Owner of the Work.

ARTICLE 263

(Complaint against non-approval of materials)

1. If approval is denied and the Contractor understands that it should have been granted because the materials meet the conditions of the contract, he may request immediate sampling and submit his reasoned claim to the Construction Inspector within five days.
2. The claim is considered to have been accepted if the Work Inspector does not comment on it within the next 5 days, unless they require a longer period, any new tests to be carried out, which, within that period, he must notify the Contractor.
3. In case of rejection by the Inspector of the Work, a hierarchical appeal is available, for the instruction of which new tests can be carried out.
4. The Contractor is entitled to be indemnified for the loss suffered and for the increase in charges

resulting from the obtaining and application of other materials when, by the competent means, the validity of his claim is finally recognised.

5. The charges for the new tests to which the Contractor's claim gives rise are borne by the party that is wrong.

ARTICLE 264

(Effects of approval of material)

1. Once the materials placed at the foot of the work site are approved, they cannot be later rejected, unless there are circumstances that change their quality..

2. Upon approval of the materials, the Contractor may require that samples be taken of any of them.

3. If the change in the quality of the materials is due to circumstances attributable to the Contractor, the Contractor must replace them at his own expense, but if this is due to force majeure, the expenses must be shared between the Contractor and the Owner of the Work.

ARTICLE 265

(Application of materials)

1. The materials must be applied by the Contractor in strict accordance with the technical specifications of the contract.

2. In the absence of specifications, the official rules in force must be observed or, if these do not exist, the processes proposed by the Contractor and approved by the Owner of the Work, under proposal of the Supervisor of the Work.

ARTICLE 266

(Substitution of materials)

1. Materials shall be rejected, removed from the work zone and substituted by others by way of the necessary requisites that:

a) Are different to those approved;

b) Have not been applied in accordance with the

technical specifications of the contract or, failing these, with the standards or processes to be observed and which cannot be used again.

2. Demolitions, removal and replacement of materials are the responsibility of the Contractor.

3. If the Contractor believes that the hypotheses provided for in subparagraphs a) and b) of paragraph 1 do not apply, he may request the collection of samples and make a claim.

ARTICLE 267

(Storage of materials not intended for the work)

The Contractor may not deposit at the shipyards, without authorisation from the Construction Inspector, materials or equipment that are not intended for the execution of the works of the contract.

ARTICLE 268

(Removal of materials)

1. If the Contractor does not remove from the shipyards, within the period set by the Work Inspector, according to the circumstances, the materials definitely rejected or rejected and the materials or equipment that do not respect the work, the inspector may have them transported to

wherever best suits him, paying whatever is necessary, all at the Contractor's expense

2. After completion of the work, the Contractor is obliged to remove from the site, within the period set by the contract documents, the remains of materials, debris, equipment, scaffolding and everything else that has been used for the execution of the work. and, if not, the Owner of the Work must have the removal carried out, at the expense of the Contractor.

SECTION VI

Inspection

ARTICLE 269

(Inspection and agents)

1. The execution of the works is supervised by the representatives of the Owner of the Work who, for this purpose, designates.

2. When the inspection is constituted by two or more representatives, the Owner of the Work designates one of them to head, as the Work Inspector, and, being only one, the latter includes such functions

3. The work and Contractor are also subject to inspection which, under the terms of the legislation in force, is the responsibility of other entities.

4. The inspection referred to in the preceding paragraph must be carried out in such a way that:

a) The Supervisor of the Works must be informed in advance of the execution of any diligence in the workplace;

b) All orders and notifications given to the Contractor that may influence the normal development of the works are communicated immediately and in writing to the Works Supervisor.

5. The supervisor appointed for the work cannot, under any circumstances, be the Project Designer of the work.

6. The rules applicable to the determination of the price for the Inspection of Public Works Contracts are defined in a specific normative act of the President of the Republic.

ARTICLE 270

(Function of inspection)

The inspection is responsible for monitoring and verifying the exact fulfilment of the project, changes to the contract, the specifications and the work plan in force, and in particular:

a) Check the implementation of the work according to the necessary references provided to the Contractor;

b) Check the accuracy or possible error of the project forecasts, in particular, and with the collaboration of the Contractor, with regard to the conditions of the land;

c) Approve the materials to be applied, subjecting those that must be examined, by the Angola Engineering Laboratory or other authorised entity;

d) Oversee the execution processes;

e) Check the dimensional characteristics of the work; f) Check, in general, how the jobs are

performed;

g) Check compliance with established deadlines;

h) Carry out the necessary measurements and check the progress of the work;

i) Check whether any provisions of the contract and applicable laws and regulations have been violated;

j) Check that the works are carried out in the order and with the means established in the respective plan; k) Communicate to the Contractor the changes made to the work plan by the Owner of the Work and the approval of the proposals by the Contractor;

l) Inform on the need or convenience of establishing new services or modifying those provided for and carrying out any acquisitions or expropriations, giving an opinion on all circumstances that, not having been provided for in the project, grant a third party the right to compensation and inform of the contractual and legal consequences of these facts; m) Resolve, when within its competence or submit, with your information, otherwise, to the decision of the Owner of the Work, all matters that appear or are placed on it by the Contractor and provide, as necessary, for the smooth running of the works, for the perfect execution, safety and quality of the work and ease of measurements Work and verify its correct compliance;

n) Transmit to the Contractor the orders of the Owner of the Work and verify compliance;

o) Practice all other acts provided for in other provisions of this Law.

ARTICLE 271

(Role of inspection in contract works by percentage)

When it comes to work carried out by percentage, inspection, in addition to promoting what is necessary for the work to be carried out perfectly and within the greatest possible economy, should:

a) Monitor all processes for the acquisition of materials and take the measures on them that are advisable or necessary, namely suggesting or ordering the consultation and acquisition of companies that can offer better conditions of supply, either in terms of quality, whether in price;

b) Oversee all execution processes, suggesting or ordering, in this case with the necessary justification, the option for those that lead to greater perfection or economy;

c) Check all expense documents, whether materials or salaries;

d) Ensure the convenient storage of materials and their storage and application;

e) Check the entire accounting of the work, imposing the effectuation of records that you deem necessary.

ARTICLE 272

(Supervisory mode of action)

1. In order to carry out its duties, the inspection must give orders to the Contractor, give him notices and notifications, carry out checks and measurements

and perform all other necessary acts.

2. The acts referred to in the previous number can only be proved, against or in favour of the Contractor, by means of a written document.

3. The inspection must always be carried out in such a way as not to disturb the normal progress of the work and without diminishing the Contractor's initiative and correlative responsibility.

ARTICLE 273

(Claim against orders received)

1. If the Contractor considers any order received to be illegal, contrary to the contract or disrupting the work, he must submit his claim to the Work Inspector within five days, in which a receipt is issued.

2. If the order was not authored by the Inspector of the Work, he must immediately forward the complaint to the competent entity, asking for the necessary instructions.

3. The Work Inspector must notify the Contractor, within 30 days, of the decision taken, his silence corresponding to the acceptance of the claim.

4. In cases of urgency or imminent danger, the Construction Inspector may confirm in writing the order on which the complaint relates, demanding its immediate compliance.

5. In the cases provided for in the preceding paragraph, as well as when the claim is rejected, the Contractor is obliged to comply promptly with the order, having the right to be indemnified for the loss and the increase in charges incurred, if the origin of the your complaint.

6. The Work Inspector's decisions on the Contractor's or his representative's claims are always subject to hierarchical appeal to the body on which he depends, which has a merely devolution effect..

ARTICLE 274

(Failure to comply with the order)

1. If the Contractor does not comply with a legal order, issued by the Supervisor of the Work, given in writing on matters relating to the execution of the contract, under the contractual terms and he has not been absolutely prevented from doing so in case of force majeure, the Owner shall attend the right, at its discretion, to terminate the contract through the Contractor's fault.

2. If the Owner of the Work does not terminate the contract, the Contractor is responsible for the damages arising from non-obedience.

SECTION VII

Suspension of Work

ARTICLE 275

(Suspension of work by the Contractor)

The Owner of the Work has the right to terminate the contract if the Contractor suspends the execution of the works for more than 10 days, when this has not been provided for in the current plan and does not result from:

a) *An order or authorisation of the Owner of the Work or its agents or fact that is attributable to them;*

- b) A case of force majeure;
 - c) Non-payment of instalments due under the contract or the work performed, when three months have elapsed from the due date;
 - d) Lack of supplies of technical elements that the Owner of the Work was obliged to undertake; e)
- Legal provision in force

ARTICLE 276

(Suspension of work by the Owner of the Work)

1. Whenever special circumstances prevent the work from being carried out or progressing in satisfactory conditions, as well as when the study of alterations are introduced in the

project, the Construction Supervisor may, after obtaining the necessary authorisation, suspend them, temporarily, in whole or in part.

2. In case any delay in the suspension involves imminent danger or serious damage to the public interest, the inspection may order, under its responsibility, the immediate suspension of the works, immediately informing the Owner of the Work of the fact.

ARTICLE 277

(Suspension notices)

1. Both in the cases provided for in the previous article and in any others in which the Owner of the Work orders the suspension, the inspection, with the assistance of the Contractor or his representative, must draw up the record in which the causes that determined it are recorded, the superior decision that authorised it or the reasons of imminent danger or serious harm that led to acting

without authorisation, the work it covers and foreseen duration.

2. The Contractor or his representative have the right to record, in the record, any fact that they consider convenient to the defence of their interests..

3. The suspension notice must be drawn up in duplicate and signed by the Inspector of the Work and by the Contractor or its representative.

4. If the Contractor or his representative refuses to sign the document, it shall proceed in accordance with the provisions of article 274.

ARTICLE 278

(Indefinite suspension)

Whenever, for reasons that are not attributable to the Contractor, the Contractor is notified of the suspension or suspension of work, without the term of the suspension or notice of suspension being mentioned, it is assumed that the contract was terminated for the convenience of the Construction owner.

ARTICLE 279

(Termination by Contractor in case of suspension)

1. The Contractor has the right to terminate the contract if suspension is determined or remains:

a) For a period exceeding 1/5 of the period established for the execution of the contract, when it results from force majeure;

b) For a period longer than 1/10 of the same period, when it results in a fact not attributable to

the Contractor and which does not constitute a case of force.

2. In the event provided for in subparagraph a) of the preceding paragraph, the indemnity payable to the Contractor is limited to consequential damages and loss of profit.

3. When the termination does not take place, either because the deadlines set out in paragraph 1 have not been completed, or because the Contractor does not request it or when it does not result from force majeure, the Contractor has the right to be compensated for the resulting damages.

ARTICLE 280

(Partial suspension)

If, for a fact not attributable to the Contractor, any partial suspension is ordered that results in disturbance to the normal development of the execution of the work, in accordance with the work plan in force, the Contractor has the right to be compensated for the resulting damages.

ARTICLE 281

(Suspension for a fact attributable to the Contractor)

1. When the suspension ordered by the Owner of the Work is in fact imputed to the Contractor, this shall be mentioned in the record, and the Contractor may complain, in writing, within ten days, against such imputation.

2. The Owner of the Work must comment on the claim within thirty days.

3. If it is established that the fact attributed to the Contractor is not a justification for the suspension, the suspension shall be proceeded according to a fact not attributable to the Contractor.

4. Once it is established that the suspension is in fact attributable to the Contractor, the Contractor remains obliged to comply with the contractual deadlines, whatever the suspension period necessarily derived from the respective fact, but if the Owner of the Work maintains the suspension for longer than would necessarily result from said fact, the excess suspension time is treated as caused by a fact not attributable to the Contractor.

5. In the case provided for in the first part of the preceding paragraph, the Owner of the Work may also, when deemed preferable, opt for the termination of the contract, with the Contractor losing the guarantee deposit and the amounts withheld.

ARTICLE 282

(Restart of work)

In cases of temporary suspension, the work is resumed as soon as the causes that determined it cease, and for this purpose, the Contractor must be notified in writing.

ARTICLE 283

(Nature of the works)

The provisions contained in the previous articles are not applicable when the suspension necessarily derives from the very nature of the planned work, under normal conditions of execution.

ARTICLE 284

(Extension of the contractual term)

Whenever there is a suspension not attributable to the Contractor, nor arising from the nature of the planned works, the terms of the contract and the work plan are considered to be extended for a period equal to the suspension..

SECTION VIII

Non-Compliance and Modification of the Contract

ARTICLE 285

(Case of force majeure and other facts not attributable to the parties)

1. Temporarily ceases the responsibility of either party for lack, deficiency or delay in the performance of the contract, when non-compliance results from force majeure.
2. Any damage caused in the works of a contract by force majeure or any other fact not attributable to either party, under the terms of this Law, are borne equally by the parties.
3. For the purposes of this Law, a case of force majeure is considered to be the fact of a third party, a natural fact or an unpredictable and unavoidable situation, the effects of which occur independently of the will or personal circumstances of either party, such as acts of war or subversion, epidemics, cyclones, earthquakes, fire, lightning, floods and any other events of the same nature that prevent the execution of the contract.

ARTICLE 286

(Greater cost)

1. If the Owner of the Work is solely attributable to the fact that greater difficulty and onerousness results in the execution of the contract by the Contractor, with a substantial increase in the respective charges, the Contractor has the right to compensation for the damages effectively and proven to have been suffered under the terms general of law.
2. In the event that the proven damages exceed 1/6 of the value of the contract, the Contractor also has the right to terminate the contract.

ARTICLE 287

(Verification of force majeure case)

1. In the event that it should be considered a case of force majeure, the party must, within eight days following that in which it becomes aware of the event, notify the other party and proceed with the determination of the fact and determination of its effects, notification after which it is suspended temporarily the obligations arising from the contract.
2. As soon as the party submits its notification, the inspection must proceed, with the assistance of the Contractor or its representative, to verify the event, drawing up a record containing:
 - a) The causes of the fact or accident;
 - b) The state of affairs after the fact or accident and how it differs from the previous state;
 - c) If the rules of the art and inspection requirements had been observed;
 - d) If any measure which, according to the

normal rules of prudence and experience, the Contractor should have taken to avoid or reduce the effects of the case of force majeure was omitted;

e) Whether the works must be suspended, in whole or in part, permanently or temporarily, specifying, in the case of partial or temporary interruption, the part of the work and the probable time for which the interruption occurs;

f) Any other mention that is deemed to be of interest or that the Contractor or his representative asks for.

3. If the inspection does not verify the occurrence in accordance with the provisions of this article, the Contractor or its representative may proceed with it, drawing up the record in duplicate, with the presence of two witnesses and sending the original, immediately, to the Owner of the Work.

4. Sixty days after the suspension of obligations or if it is attested in the record or comes to the knowledge of any of the parties that the reason for force majeure is undetermined in time, either party may terminate the contract, not giving the right to any compensation or compensation, if not solely to the right to pay for the contract or services actually rendered until that date or moment of knowledge of its indeterminacy in time.

5. The same procedure, adapted to the circumstances, must be followed when the Contractor intends to be compensated, based on the practice of acts that make it difficult or burdensome to carry out the contract.

ARTICLE 288

(Change of circumstances)

1. When the circumstances in which the parties have founded the decision to contract suffer an abnormal and unpredictable change, which results for one of the parties in a serious increase in costs in the execution of the work, which does not fall under normal risks, the affected party with the greatest burden in its provision, you are entitled to the termination or modification of the contract, in the latter case in accordance with judgments of equity and to be compensated for the increase in the costs actually incurred or if you proceed to modify the contract's prices and charges.

2. Once the termination of the contract has been notified, the opposing party may object to the request, declaring that it accepts the modification of the contract under the terms of the previous number.

ARTICLE 289

(Review of prices)

1. The contract must provide, obligatorily, the way of reviewing the prices in case, after the first year of execution of the works, there is a worsening of the remuneration of labor and the cost of materials, but in the latter case, only if the advance of part of the price of the materials purchased or to be purchased for stock has not been made.

2. In the specifications, formulas for price revisions can be set..

3. The rules applicable to Price Revision Mechanisms and Formulas are defined in a specific normative act of the President of the Republic.

ARTICLE 290

(Defects in the execution of the work)

1. When the inspection recognises that there are performance defects in the work or that the conditions of the contract have not been complied with, it must draw up a report verifying the fact and notify the Contractor to, within the reasonable period assigned to it, remedy the defects of the work.

2. If the existence of said defects is presumed, but they cannot be proven by simple observation, the Owner may, either during the execution of the works or after their completion, but within the warranty period, order the necessary demolitions, in order to determine whether or not such deficiencies occur, and then a report is drawn up, pursuant to the previous number.

3. Charges for demolition and reconstruction are borne by the Contractor if it is found that there are defects, but otherwise, they are borne by the Owner of the Work.

4. From the records and notifications referred to in paragraphs 1 and 2, the Contractor may complain and, if the demolition and reconstruction works are of appreciable value or may delay the execution of the plan, may request that the presumption of the existence of defects is confirmed by an inspection carried out by three experts, one appointed by him, another appointed by the Owner of the Work and the third appointed by the Angola Engineering

Laboratory or another entity appointed for the purpose.

5. Under the terms of this article, the Work Inspector is jointly and severally liable with the Contractor in case of omission of defects in the execution of the work..

ARTICLE 291

(Fine for breach of contractual deadlines)

1. If the Contractor does not complete the work within the contractually established period, plus the graceful or legal extensions, the following daily contractual fine may be applied until the end of the work or termination of the contract, if not fixed in the specifications:

a) One per thousand of the value of the award, in the first period corresponding to one tenth of that period;

b) In each subsequent period of equal duration, the fine is increased by 0.5 per thousand, until reaching a maximum of five per thousand without, however, as a whole, exceeding 20% of the award value.

2. If the Contractor does not comply with the binding partial deadlines, if any, a contractual fine of a percentage equal to half of that established in the previous number is applied and calculated in the same way on the value of the work in arrears.

3. At the Contractor's request or by way of the Owner's initiative, the contractual fines may be reduced to appropriate amounts, whenever they prove to be inadequate in relation to the actual damages suffered by the Owner of the Work, and are canceled when it is verified that the works were

well executed and that the delays in meeting partial deadlines were recovered, with the work having been completed within the overall term of the contract.

4. In cases of provisional acceptance of part of the contract, the contractual fines referred to in paragraph 1 shall be applied based on the value of the work not yet received.

5. The application of contractual fines, under the terms of the previous numbers, must be preceded by a report drawn up by the inspection, of which the Owner of the Work sends a copy to the Contractor, notifying him to, within ten days, deduct his defence or challenge.

CHAPTER IV

Payments

SECTION I

Payments by Measurement

ARTICLE 292

(Frequency and formalities of measurement)

1. Unless otherwise stated, the measurement of the work carried out must be carried out monthly.
2. The measurements must be made at the construction site, with the assistance of the Contractor or his representative, and the report must be drawn up, signed by the intervening parties, in which they draw up everything they deem convenient, as well as the collection of samples of any materials or excavation products.
3. The methods and criteria to be adopted for carrying out the measurements must be established

in the specifications and, in case of changes, the new measurement criteria that may become necessary, must be defined immediately.

ARTICLE 293

(Object of measurement)

All work carried out must be measured, even if they are not considered in the project or properly ordered, regardless of whether or not they should be paid to the Contractor.

ARTICLE 294

(Errors of measurement)

1. If, at any time during the contract, it is recognised that there were errors or faults in one or some of the measurement records previously drawn up, the measurement record that follows this recognition must be duly corrected, in case both parties agree on the object and quantities to be corrected.
2. When the errors or faults have been alleged in writing by the Contractor, but are not recognised by the inspection, he may complain.
3. When errors or faults are alleged by the inspection, but are not recognised by the Contractor, the correction is made in the next measurement report, with the Contractor having recourse to complain about.

ARTICLE 295

(Status of jobs)

1. Once the measurement has been made, the respective current account must be prepared, specifying the quantities of work calculated, the unit prices, the total credited, the discounts to be made,

the advances granted to the Contractor and the balance to be paid to this.

2. The checking account and the other documents that constitute the status of works must be verified and signed by the Contractor or his representative, with a duplicate remaining in the possession of this.

3. When it is verified that any defect or error exists in any of these documents, the Contractor must make the corresponding reservation when signing it.

ARTICLE 296

(Contractor's Complaint)

1. Whenever the Contractor has a reservation in the measurement report or has been denied acknowledgment of the errors or faults he invoked, relating to records previously prepared or have been considered others that he does not recognise or has even formulated reservations in the documents that instruct the work situations, you must submit, within 10 days, a claim specifying the nature of the defects, errors or faults and the corresponding values to which you are entitled.

2. If, within the period established in the previous number, the Contractor does not file a claim, it is understood that he agrees with the measurements in the case file and the results of the documents that inform the status of the works.

3. Once the claim is filed, it is considered to have been granted if the Owner of the Work does not send notification of the decision within 30 days from the date of submission, unless laboratory tests, examination or verifications have to be carried out,

require a longer period, which, within the said period of 30 days, is communicated to the Contractor.

4. Expenses with the undertaking of special measurements for judgment of the Contractor's claims are borne by the Contractor, if it is recognised that the contested measurements were correct.

ARTICLE 297

(settlement and payment)

1. After the Contractor has signed the documents constituting the status of works, the value corresponding to the quantities of works measured for which there is no discrepancy, after deducting the discounts that may occur under the contractual terms, is settled, notifying the Contractor of such settlement for payment purposes.

2. When all the measured works are not settled, the fact must be mentioned by means of an explanatory note inserted in the respective current account..

3. If the judgment of the claims leads to the recognition that there has been payment of amounts not due, the amount recognised to have been paid must be deducted from the first payment to be made or from the guarantee deposit if the claim concerns the last payment.

ARTICLE 298

(Temporary situations)

1. When, under the terms of this Law, in cases of force majeure, it is not possible to carry out the monthly measurement, by the Supervisor of the Work, he must notify the Owner of the Work of such

impossibility and orders the Contractor to present, until the end of the following month, a map of the quantities of work carried out in the previous month, with the respective documents.

2. Once the map is presented and endorsed by the inspection only for the purpose of proving the verification of any of the conditions that, under the terms of the previous number, justify the procedure, it is considered as a provisional work situation and proceeds as if the work situation is treat.

3. The accuracy of the quantities written on the maps is checked in the first measurement report carried out, on the basis of which any corrections are made.

4. If the Contractor intentionally enters work not carried out on his map, the Owner may terminate the contract and inform the Agency responsible for the Regulation of Civil Construction and Public Works, for the purpose of annotation and reduction to the immediate category- minor of the class of the respective permit, and to the Body responsible for the Regulation and Supervision of Public Procurement for the purpose of inclusion in the list of non-compliant companies, pursuant to paragraph 1 of article 57.

SECTION II

payments in instalments

ARTICLE 299

(Payment in fixed instalments)

When payment is made in fixed instalments, the Contractor must present, in order to obtain it, a map defining the status of the works actually carried out,

which is verified by the inspection within a maximum period of 10 days, with the respective diligence being drawn up.

ARTICLE 300

(Payment in variable instalments)

When payment is made in instalments that vary according to the amount of work carried out, the system for measuring works in contracted works by price series is observed, in everything that is applicable.

SECTION III

Common Provisions

ARTICLE 301

(Payment deadlines)

1. Contracts must specify the deadlines within which the Owner of the Work must pay for the work and the respective revisions and eventual adjustments, which may not exceed 60 days, counted, as the case may be:

a) Of the dates of the measurement records referred to in article 292;

b) Of the dates of presentation of the maps of the quantities of works provided for in article 298;

c) Of the dates on which the arrangements are decided;

2. In cases where the contracts do not specify the terms referred to in the previous numbers, it is understood that they are 60 days.

ARTICLE 302

(Late payment)

1. The Contractor shall only be entitled to interest for late payment of the settled and approved bills if such late payment exceeds ninety days from the notification of the respective settlement or the contractually fixed date, in which case the interest of 2% per year is paid, counted from the date of notification or contractual maturity of the fixed instalment.
2. If the delay in making any payment extends for more than six months, the Contractor has the right to terminate the contract.

ARTICLE 303

(Advances to the Contractor)

1. The Owner of the Work may make advances to the Contractor for approved materials placed next to the work.
2. Unless otherwise stipulated in the contract, the advance must not exceed 2/3 of the value of the materials, in the state in which they are found, a value that is determined by the simple price series of the project, if any, or otherwise proven by the inspection.
3. Under the same terms, the Owner of the Work may grant the Contractor advances based on the equipment put on the work and whose use or application has been provided for in the work plan.
4. In the cases provided for in paragraphs 3 and 5, the value of the equipment is that approved by the inspection and the advance cannot exceed 50% of that value..

5. The Contractor may also, upon a reasoned request and provide a bank guarantee or security deposit, be able to advance the part of the cost of the work, necessary for the acquisition of materials subject to price fluctuation, as well as equipment, the use of which or application has been provided for in the approved work plan.

6. The global amount of advances made on the basis of paragraphs 3 and 5 may not exceed 50% of the part of the price of the work still to be received.

7. The advance to the Contractor cannot exceed 15% of the total value of the contract and exceptional cases are regulated by the annual rules for budget execution.

8. The Owner of the Work may not make advance payments outside the cases provided for in this article.

ARTICLE 304

(Reimbursement of advances)

1. The reimbursement of advances provided for in paragraph 1 of the previous article shall be made as the materials are being applied and by way of deduction in the respective contractual payments
2. The reimbursement of advances provided for in paragraphs 3 and 5 of the previous article shall be made by deducting from the value of each subsequent contractual payment, a percentage equal to that such advances represent in relation to the part of the work which is still unpaid upon the date of its concession.

ARTICLE 305

(Advance payment guarantee)

1. The owner of the work has a special lien, with priority over the materials and equipment to which the advance payments granted relate, and the Contractor may not dispose of them, encumber them, or remove them from the work site without the Owner's prior written consent..
2. In the cases foreseen in article 303, paragraph 5, the guarantee provided is extinguished in the part in which the advance payment should be considered sufficiently guaranteed by the privilege, as soon as the materials and equipment come into the possession of the Contractor.
3. Without prejudice to the provisions of the previous number and as the down payment is reimbursed, the owner of the work shall release the corresponding part of the guarantee provided.

CHAPTER V

Receipt and Settlement of the work

SECTION I

Provisional Receipt

ARTICLE 306

(Inspection)

1. As soon as the work is completed, it will be inspected, at the Contractor's request or at the Owner's initiative, for the purpose of provisional acceptance..
2. The provisions of the previous paragraph also apply to the part or parts of the work that, by virtue of the contract, can or must be received separately.

3. The inspection is made by the Owner's representative, with the assistance of the Contractor or its representatives, and the record must be signed by all..

4. The Construction Superintendent shall summon the Contractor through a letter to the inspection at least 5 days, and, if the Contractor neither attends nor justifies his absence, the inspection shall be carried out with the intervention of two witnesses, who shall also sign the report, and the Contractor shall be immediately notified of its contents, for the purposes of paragraphs 3, 4 and 5 of the following article.

5.If the Owner of the work does not conduct the inspection within 45 days of the Contractor's request and is not prevented from doing so by force majeure or due to the nature and extent of the work, the work shall, for all purposes, be considered to have been received on the expiration of that period.

ARTICLE 307

(Execution shortcomings)

1. If, due to deficiencies found that result from the breach of the Contractor's contractual and legal obligations, the work is, in whole or in part, not fit to be received, the representative of the owner of the work shall specify these deficiencies in the report, also stating the declaration of non-acceptance, as well as the respective reasons, notifying the Contractor and setting the deadline for the Contractor to carry out the necessary modifications or repairs.

2. The Owner of the work may perform the provisional acceptance of the part of the work that is in condition to be received.

3. The Contractor may complain against the content of the report and the notification made, in the report itself or in the following 10 days, and the construction Owner must decide on the complaint within 30 days.

4. If the Client does not respond to the complaint within the period referred to in the previous number, it is considered to have been accepted.

5. When the Contractor fails to claim, or its claim is rejected, and does not make the modifications or repairs ordered within the time limits, the Owner has the right to have them made at the Contractor's expense, by calling on the guarantees provided for in the contract.

6. Once the notification referred to in no. 1 has been fulfilled, a new inspection will be carried out, for the purpose of provisional acceptance.

ARTICLE 308

(Provisional Receipt)

1. When the inspection verifies that the work is in a condition to be received, this is declared in the report, and the guarantee period established in the contract starts from the date of the report.

2. The Contractor may present claims regarding any fact or circumstance stated in the report, either by stating them therein or by presenting them in writing within the following 10 days.

3. The Owner of the work must decide on the claim within thirty days, unless, since the performance of

any tests is essential, it needs more time to decide, in which case it must communicate the fact to the Contractor, fixing, from the outset, the additional period it needs, which must not be longer than the time required to perform and assess such tests

4. If the Client does not send the notification of the decision within the deadlines foreseen in the previous numbers, the complaint will be considered accepted.

SECTION II

Liquidation of Contract

ARTICLE 309

(Preparing the account)

1. Following provisional acceptance, the contract account must be drawn up within 60 days.

2. Work and amounts for which claims are pending are settled as and when they are finally decided

ARTICLE 310

(Account Items)

The contract account includes the following items:

1. A current account to which the values of all measurements and revisions or eventual settlements of claims already decided in lump sums are taken, of overdue premiums and contractual fines applied;

2. A map of all jobs performed to over or under than provided in the contract, including the unit prices they were settled for;

3. A chart of all jobs and sales figures about which there are yet to be resolved complaints from the

contractor, with specific reference to the chart in the preceding number in case they are also mentioned.

ARTICLE 311

(Notifying the final account to the contractor)

1. Once the account has been drawn, a copy is sent to the contractor via recorded delivery, so that the contractor can sign or deduct their sound complaint within a 30 day period..

2. The contractor is provided with the necessary documents for the account's evaluation.

3. If the contractor signs the account and does not deduct against it within the aforementioned time span, it is understood that they acknowledge it without any loss, however, from the pending complaints they have specifically stated to want to maintain.

4. If the Contractor, within the period set out in paragraph 1, does not sign the account or file any claim against it, and this has not been prevented by force majeure, it is understood that.

5. In carrying out his complaint, the contractor may not:

- a) Make new complaints about measurements;
- b) Make new complaints about the funds that constitute a mere and faithful reproduction of the measurement accounts or of the complaints already decided;
- c) Handle pending and undecided complaints.

6. Regarding the Contractor's claim, the Owner of the Work must comment within 60 days.

SECTION III

Administrative inquiry

ARTICLE 312

(Communications to local authorities)

Within 60 days from the date of provisional reception, the Owner of the Work must notify the competent administrative authority of the area in which the works were carried out, indicating the service and the respective address in charge of the settlement..

ARTICLE 313

(Publication of notices)

1. Upon receipt of that communication, the entity referred to in the previous article must have notices posted within a period of 20 days, calling all interested parties to present, within 10 days after the end of the notice period, in the respective secretariat, in writing and duly substantiated and documented, any claims that they deem entitled, namely for non-payment of salary and materials or any indemnities, as well as of the price of any work which the Contractor has ordered to be performed by a third party.

2. The posting can be replaced by two publications made, one week apart, in a local newspaper with expansion in the municipality, counting the period of 10 days for the submission of complaints, from the date of the second publication.

3. The rules established in article 17 are applicable to complaints, with the necessary adaptations, and any complaints submitted after the deadline

established in the notices are not taken into account..

ARTICLE 314

(Complaint Processes)

1. After the deadline for the respective submission, the entity referred to in articles 312 and 313, must send, within ten days, to the body responsible for the settlement, the complaints received, with their comments..

2. The liquidator service must notify, by registered letter with acknowledgment of receipt, or against receipt, the Contractor and the credit institutions that have guaranteed the obligations in question to, within 20 days, contest the complaints received, with the determination of not doing so, being accepted and deferred.

3. In the event of a dispute, the claimants are informed of the disputed claims, advising them that the amounts claimed are only withheld if, within thirty days, an action is proposed in the competent court to demand them and the liquidator service is sent, within fifteen days following the filing of the action, proof of the fact.

SECTION IV

Guarantee Period

ARTICLE 315

(Guarantee Period)

1. The guarantee period must be established in the contract documents, taking into account the nature of the work.

2. In the absence of the stipulation provided for in the previous number, the guarantee period is 3 years.

SECTION V

Final reception

ARTICLE 316

(Survey)

1. At the end of the guarantee period, by initiative of the Owner of the Work or at the request of the Contractor, a new inspection of all the works of the contract shall be carried out..

2. If, through the inspection, it is verified that the works do not present deficiencies, deteriorations, signs of ruin or lack of solidity for which the Contractor must be responsible, the final acceptance shall be carried out.

3. The corresponding provisions of provisional acceptance are applicable to the inspection and to the definitive acceptance certificate.

ARTICLE 317

(Execution shortcomings)

1. If through the inspection, it is found that there are deficiencies, damages, signs of ruin or lack of solidity for which the Contractor is responsible, only the works that are in good condition and that are subject to partial acceptance will be received, and in relation to the rest the construction Owner shall proceed under the terms foreseen for the corresponding case of provisional acceptance..

2. The Contractor's liability only exists provided that the deficiencies or defects found are attributable to

them and that, if they result from the use for which the works had been intended, they do not constitute normal depreciation resulting from such use.

SECTION VI

Restitution of Guarantees and Withheld Amounts, Release of the Bond and Eventual Liquidations

ARTICLE 318

(Reinstatement of deposits and amounts withheld and release of bond)

1. After final acceptance of the service in its entirety, the amounts withheld as guarantee or any other title to which the Contractor is entitled shall be returned to the Contractor, and the termination of the guarantee provided shall be carried out in accordance with the appropriate procedure.
2. A delay of more than 90 days in refunding the withheld amounts and the release of the bond of which the construction owner is responsible, entitles the Contractor to claim default interest on the respective amounts, at the rate of 2% per year from the date of the request.

ARTICLE 319

(Deduction of amounts claimed in the administrative inquiry)

1. When there are claims during the administrative investigation, the amount to be refunded to the Contractor from the guarantee deposits, from any possibly still outstanding amounts, and from the bond shall be reduced by the value of the amounts claimed and that the Contractor has not satisfied.

2. The value deducted under the terms of the previous number has the following applications:

a) The amounts corresponding to claims acknowledged by the Contractor and the guarantor institutions are paid directly to the claimants;

b) The amounts corresponding to claims contested by the Contractor or by the guarantor institutions are, by order of court where the respective process is taking place, deposited in a credit institution when the claimants prove that it was proposed within 30 days after the date of receipt of the communication of the existence of the claim.

3. In the case of point 2(a), the interested parties must be summoned by a letter through recorded delivery to receive the amounts to which they are entitled within a period of 30 days.

4. The Contractor or the institution that replaced him has the right to be immediately reimbursed for the amounts that have not been timely received under the terms of paragraph 3, as well as to request the release of the part of the deposit corresponding to the amounts claimed, but not judicially demanded, within 30 days from the communication made to the claimants that there has been an answer to their claims, except if they prove that they have not done so due to legal impossibility.

ARTICLE 320

(Payment for work after provisional acceptance)

If the Contractor performs work for which he is to be paid following provisional acceptance, the

provisions regarding payment by measurement shall apply for partial payments, and the provisions regarding final settlement that are to be made immediately following final acceptance shall apply for the settlement of the work.

ARTICLE 321

(Deductions to be taken)

If, for any reason, legally or contractually provided, any deduction is to be made from the guarantee deposits or if liability is required, to be satisfied by those deposits or by the Contractor's assets, the amounts to be deducted or the amount of the liability shall be settled.

SECTION VII

Settlement, Payment of Fines and Premiums

ARTICLE 322

(Settlement, Payment of Fines and Premiums)

1. Contractual fines imposed on the Contractor and the bonuses to which he is entitled in the course of the execution of the work up to the provisional acceptance shall be discounted or increased in the first contractual payment that follows.

2. The applied contractual penalties and the premiums granted after the provisional acceptance are settled and paid in the terms established for the deductions or payments in this period.

3. No sanction is outright enforced until the Contractor has been informed of the reasons for the enforcement and has had the opportunity to present its defence.

4. After the provisional acceptance, no contractual fines corresponding to previous facts or situations can be applied.

5. The premium for early completion of the work is only paid after the date of provisional reception.

CHAPTER VI

Contract Termination and Conventional Termination

ARTICLE 323

(Contract termination by the owner of the work)

1. If the Owner has the right to terminate the contract, the Contractor must be notified of the intention to do so, giving him a period of no less than 8 days to contest the grounds presented, unless he has abandoned the construction or stopped work.

2. The owner of the work may submit a reply to the Contractor's objection. However, if the reasons therein invoked are judged to be unfounded, the construction Owner shall take administrative possession of the works in accordance with the following articles.

ARTICLE 324

(Effects of termination)

1. Without prejudice to the following paragraphs, the party that causes the termination is under the obligation to indemnify the other party for the losses resulting from such termination.

2. For the owner of the works convenience, the Contractor has the right to be compensated in cases of termination.

3.If the Contractor so prefers, when termination is requested by him and in accordance with the cases provided for in this Law, he may, instead of waiting for the liquidation of the losses and damages suffered, receive immediately, as sole compensation, the amount corresponding to 10% of the difference between the value of the work performed and the value of the work awarded.

4. If termination is decided by the Client as a penalty applicable by law to the Contractor, the Contractor shall bear the consequences in full.

5. Upon termination of the contract, the Owner shall, with the assistance of the Contractor, immediately take administrative possession of the work.

6. Termination shall not, as a rule, have retroactive effect.

ARTICLE 325

(Administrative tenure)

1. Whenever, in accordance with the law, the project owner is in a position to take administrative possession of the works in progress, he shall notify the competent Public Works Sector, taking into account the administrative district, requesting that, within 8 days of receiving the letter, he takes possession of the works and indicating the entity that should be notified of the date of possession on his behalf.

2. If work is in progress on the same project in several locations, the Contractor shall take all necessary steps to give possession of the property on successive days, ensuring that the locations are

guarded from the outset so that the Contractor's property cannot be unduly removed from them.

3. Once the letter has been received, the person responsible for the Public Works sets the time and date and immediately notifies the representatives of the Owner and the Contractor to appear at the place where the construction sites are located or where the Contractor's equipment is.

4. On the day and time fixed, the representatives of the public works sector and the representatives of the Owner appear on site and, whether or not the Contractor is present, the former take possession of the works, including consigned or occupied land, materials, owned or rented buildings, construction sites, tools, machinery and vehicles assigned to the work, listing them in a record, which shall be drawn up by the official accompanying the authority in charge and signed by the latter, by the representative of the Owner and by the Contractor, when present.

5. If any of those present presents a recent inventory worthy of credit, the inventory shall be verified and appended to the record, with the convenient additions and corrections, dispensing with a new inventory.

6. When the inventory cannot be concluded in a single day, possession is immediately given to the representative of the Client, and the inventory continues in the following days.

7. In the report, the Contractor or his representative may make claims, but only when he considers that something has been improperly inventoried.

8. Within 30 days after the closing of the record, the

Contractor shall decide on the claims, ordering or not the return of the inventoried items; in the absence of a decision, the acceptance is assumed.

ARTICLE 326

(Continuation of work by the Owner of the Work)

1. In the execution of the work, the Owner may use the machinery, materials, tools, fixtures, buildings, yards and vehicles which it has taken possession of, by rental or purchase, for a price agreed or fixed, in arbitration or in court, which is deposited as an additional guarantee of the Contractor's liabilities.
2. The Contractor may request that the machinery, materials, tools, utensils, buildings, yards and vehicles which the Owner does not wish to use in accordance with the previous paragraph be handed over to him, by providing a guarantee of an amount equivalent to the inventory, by deposit of money or securities, bank guarantee, mortgage or pledge.
3. The materials existing on the site and subject to deterioration are disposed of as follows:
 - a) If approved or in conditions to merit approval, they are compulsorily acquired by the Owner at the respective unit price, if any, or the invoice price, if not, retaining, however, their value as an additional guarantee of the Contractor's responsibility;
 - b) If they are not in the conditions set out in the previous paragraph, they may be removed by the Contractor, who shall remove them from the site within the period of time determined by the Contractor, failing which they shall be removed by the Owner, the Contractor being debited for the cost of transport.

ARTICLE 327

(Termination process by the Contractor)

1. In the cases in which, in the present Law, the Contractor is acknowledged as having the right to terminate the contract, this right shall be exercised by means of a request, addressed to the Owner of the Works, within 30 days following the verification of the fact that justifies the right and in which the request, substantiated, shall be accompanied by the documents that may prove the reasons invoked.
2. Under no circumstances may the Contractor stop the work or alter the fulfilment of the plan for the work in progress, and the Contractor must await the resolution of the application to deliver the work completed.
3. Once the application has been received, accompanied by a copy of the application for termination of the contract and the documents that accompanied it, the judge must immediately order the Contractor to be summoned to respond within 10 days.
4. Once the application has been received, accompanied by a copy of the application for termination of the contract and the documents that accompanied it, the judge must immediately order the Contractor to be summoned to respond within 10 days.
5. If the response is not given in time or if it opposes the request, the judge may, taking into account the nature of the damage that the continuation of the work may cause to the Contractor and the damage that the suspension

may cause to the public interest, authorise the Contractor to suspend the work.

6. Once the judge has authorised the stay of proceedings, the Contractor shall be entitled to remove from the works the

machinery, vehicles, tools and materials not assigned to any guarantee, and shall propose the competent action of termination against the Owner of the Works within 3 months.

ARTICLE 328

(Possession of the work following termination by the Contractor)

1. When termination results from the exercise of the Contractor's right, the Owner takes possession of the Contractor and the materials, tools, fixtures and fittings which belong to him, by means of a record of inventory of goods, which shall include measurements of the work carried out.

2. In the cases provided for in the previous paragraph, the Owner of the Works is obliged to:

a) To purchase, at agreed prices or prices resulting from arbitration or judicial decision, machinery, tools, utensils, buildings and construction sites purchased and approved for the execution of the works and with which the Contractor does not wish to keep;

b) To purchase, at invoice price, the approved materials existing on the site, as well as those which, although not located near the site, are proven to have been purchased for it by the Contractor, provided that they have the necessary

qualities to be accepted and do not exceed the precise quantities.

ARTICLE 329

(Conventional termination of the contract)

1. The Owner and the Contractor may, by agreement and at any time, terminate the contract.

2. The effects of the contractual termination shall be fixed in the agreement.

ARTICLE 330

(Final settlement)

1. In all cases of termination, contractual rescission or expiry of the contract, the final settlement shall be made with effect from the date on which they occur.

2. In the case of damages which cannot be determined immediately with certainty, a separate liquidation shall be made as soon as the amount of damages has been made certain by agreement or by a court or arbitration award.. 3. The balance of the settlement shall be retained by the Owner as security until the Contractor's liability is established.

ARTICLE 331

(Payment of compensation due to the Owner of the Work)

1. If termination is imposed by the Owner, as soon as the Contractor's liability is established, the amount of the termination shall be deducted from the deposits, guarantees and amounts due, and the balance, if any, shall be paid to the Contractor.

2. If the deposits, guarantees and sums due are not sufficient to fully cover the Contractor's liabilities,

the Contractor may be executed on the assets and rights which constitute his assets.

CAPTER VII

Contracts Litigation

ARTICLE 332

(Judicial recourse)

Questions concerning the interpretation, validity or performance of a public works contract may be settled by the competent court.

ARTICLE 333

(Expiry date)

Where the time limit laid down by law is not otherwise must be submitted within 180 days of the date of publication of the date of notification to the Contractor of the decision or of the decision of the body competent to perform definitive acts, by virtue of which any right or claim of the Contractor is denied or the Owner claims a right which the other party does not consider to be founded.

ARTICLE 334

(Acceptance of the act)

1. Compliance with or acceptance by the Contractor of any decision taken by the Owner or his representatives shall not be deemed to constitute tacit acceptance of the accepted decision.
2. However, if the Contractor does not make any claim or reservation of rights within 10 days of knowledge of the decision, the decision shall be considered to have been accepted.

ARTICLE 335

(Matter debatable)

The rejection of claims submitted by the Contractor to the Owner from time to time shall not prohibit the Contractor from discussing the matter of such claims in an action brought for that purpose.

ARTICLE 336

(Attempt at conciliation)

1. The actions referred to in articles 323 and 327 shall be preceded by an attempt at conciliation before a commission whose composition and functioning shall be defined by a specific normative act of the President of the Republic.
2. The Parties' representatives shall have adequate technical qualification or professional experience in matters relating to Public Works Contracts.

ARTICLE 337

(Conciliation procedure)

1. The request for an attempt at conciliation shall be presented in duplicate and addressed to the commission referred to in the previous article and shall contain, in addition to the identification of the respondent, a statement of the facts relating to the request and the reasons for it.
2. The defendant shall be given notice to submit a written answer within 8 days and a copy of the claim shall be served on him for that purpose.
3. The attempt of conciliation shall take place within a maximum period of thirty days counted from the expiration of the deadline for the respondent to reply, unless postponed for a reason that is deemed

sufficient justification, the parties being notified to appear and to indicate, within 5 days, their representatives to the commission.

4. The representatives of the parties who are to serve on the commission shall be summoned not less than five days before the date set for the conciliation attempt.

5. The appearance of the parties' representatives shall take place in person or through a person presenting himself with a power of attorney or credentials containing express and sufficient powers to bind them in the conciliation attempt.

6. In attempting conciliation, the commission shall make a careful examination of the factual and legal aspects of the matter and, on that basis, shall then attempt to seek a fair settlement between the parties.

7. All notices and summonses for the purpose of or subsequent to the conciliation attempt shall be made by registered letter with acknowledgement of receipt or any other means of demonstrably serving notices and summonses on the parties concerned.

ARTICLE 338

(Agreement)

1. If there is conciliation, a record is drawn up which must contain all the terms and conditions of the agreement and the committee appointed for this purpose must submit, within 5 days, to the Body responsible for Regulation of Civil Construction and Public Works, with the knowledge of the Body responsible for Regulation and Supervision of Public Procurement.

2. The conciliation minutes, duly homologated, constitute enforceable title and can only be deduced from them opposition based on the same grounds as those on which the enforcement of the judgment is based.

3. A certified copy of the conciliation documents already approved shall be sent to each of the parties.

ARTICLE 339

(Non-conciliation)

If conciliation is not achieved or, for reasons attributable to any of the parties, it is not possible to carry out the diligence and also if ratification of the agreement reached is refused, or if this ratification does not take place within 45 days, counting from the date on which it was requested, a copy of the respective record shall be delivered to the claimant, for the purposes of the provisions of the following articles, accompanied, where appropriate, by documentary evidence of the situation that occurred

ARTICLE 340

(Interruption of limitation and prescription)

The request for attempt of conciliation shall interrupt the period of prescription of the right and of expiry of the respective action, which shall resume 22 days after the date on which the claimant receives the document proving the impossibility or impracticability of the diligence.

ARTICLE 341

(Arbitration Court)

1. Recourse to arbitration or other means of alternative dispute resolution shall be allowed, for the resolution of disputes arising from the execution of contracts, under the terms of this Law and other legislation.

2. Where the Contracting Public Entity chooses to submit disputes to arbitration, it shall provide compulsorily:

a) The need for the co-contractor's acceptance of the jurisdiction of an institutionalised arbitration centre for the resolution of any disputes relating to the contract, in accordance with the model provided for in Annex VIII, to be included in the specifications and in the contract;

b) The manner in which the tribunal is constituted and the procedural rules to be applied, by reference to the rules of procedure of the competent institutionalised arbitration centre, in accordance with the model provided for in Annex VIII.

3. The resolution of disputes by arbitration in arbitral tribunals not integrated in institutionalised arbitration centres can only be determined in one of the following situations:

a) When, due to the high complexity of the legal or technical issues involved, the high economic value of the questions to be solved, or the in- existence of an institutionalised arbitration centre competent in the matter, it is advisable to submit any disputes to the jurisdiction of an

arbitration court not integrated in an institutionalised arbitration centre;

b) Where it shall be demonstrated that the use of an institutionalised arbitration centre would result in a more protracted resolution of the dispute;

c) When it is demonstrated that the use of an institutionalised arbitration centre would result in higher costs for the Contracting Public Entities.

4. If it is chosen to submit the dispute to an arbitral tribunal not integrated in an institutionalised arbitration centre, the Contracting Entity must prepare an impact assessment of the costs that such an option implies, namely regarding the fees of arbitrators and lawyers, fees, costs and other expenses.

5. In disputes on questions of legality, arbitrators shall adjudicate strictly in accordance with established law; they shall not pronounce on the appropriateness or opportuneness of administrative action, nor shall they adjudicate according to equity.

6. The resolution of conflicts in public procurement resulting from the execution of contracts provided for in this Law is ensured by a centre with institutionalised competence to ensure the treatment, management and promotion of alternative forms of solution, whose organisation and functioning is determined by a specific normative act of the President of the Republic..

ARTICLE 342

(Arbitration process)

1. The arbitral proceedings shall be simplified as follows:

a) There are only two pleadings: the application and the defence;

b) Only two witnesses may be indicated for each fact contained in the questionnaire;

c) The discussion is written.

2. Once the decision has been issued and notified to the

parties, the case is handed over to the Civil Construction and Public Works Regulation Body, with the knowledge of the Body responsible for the Regulation and Supervision of Public Procurement, where it shall be filed, and this department shall be responsible for deciding all matters concerning the terms of the respective execution by the administrative bodies, without prejudice to the jurisdiction of the courts for the execution of the Contractor's obligations, and a copy of the decision of the arbitration court shall be sent to the competent judge for the purposes of the enforcement proceedings.

CHAPTER VIII

subcontracts

ARTICLE 343

(General principals)

1. The entities referred to in article 56 cannot undertake works in public works, as Subcontractors

2. The provisions of the preceding paragraph apply both to subcontracts resulting from a contract between the Contractor awarded the public works contract and its Subcontractor, and to those carried out between a Subcontractor and a third party.

3. The Public Works Contractor awarded a public work may not subcontract more than 75% of the value of the work awarded to it.

4. The regime provided for in the preceding paragraph is also applicable to subsequent subcontracts.

5. The Contractor may not proceed to replace the Subcontractors who are included in the contract without obtaining prior authorisation from the Owner.

6. The Client may not oppose the choice of the Subcontractor by the Public Works Contractor, subcontractor of the work, unless the Subcontractor is not legally able to carry out the work subcontracted to it.

ARTICLE 344

(Subcontracting agreement)

1. For the purposes of the provisions of this Law, a subcontract shall mean a works contract arising, immediately or immediately, from an administrative public works contract.

2. The contract referred to in the preceding paragraph is contained in a private document signed by the contracting parties.

3. The contract must necessarily contain the following information:

a) The identification of the contracting parties, indicating their name or corporate name, tax number, marital status and domicile or, in case of a company, the respective registered office and, if applicable, the subsidiaries that are of interest to the execution of the contract, the names of the

members of the managing bodies or other persons with powers to bind in the act;

b) the identification of the documents containing the authorisations for the pursuit of the activity of Public Works Contractor;

c) the technical specification of the work which is the subject of the contract;

d) The overall value of the contract;

e) The form and terms of payments, which must be established under the same conditions as those provided for in the contract between the Public Works Owner and the Contractor.

4. Failure to comply fully with paragraphs 2 and 3 shall render the contract null and void.

5. The Contractor may not, however, assert against the Subcontractor the nullity provided for in the preceding paragraph.

ARTICLE 345

(Right of retention)

1. Subcontractors may claim from the Owner for overdue payments owed by the Contractor, and the Owner may exercise the right retention of amounts, in the same amount, owed to the Contractor and arising from the public works contract.

2. The amounts withheld under the preceding paragraph shall be paid directly to the Subcontractor, if the Contractor, notified to this effect by the owner, does not provide evidence within 15 days of receipt of such notification:

a) have carried out their liquidation;

b) There is a legally justifiable reason for non-payment.

ARTICLE 346

(Contractor's obligations)

The Contractor's obligations are without prejudice to his responsibilities to the Owner:

a) Ensure that the Subcontractor has the necessary Public Works Contractor authorisations to perform the subcontracted work in hand;

b) Ensure scrupulous compliance with the provisions of the applicable legislation and regulations;

c) To deposit copies of the subcontracts with the Project Owner prior to the conclusion of the contract from which they emerge, in the case of authorisations necessary for submission to tender;

d) To deposit copies of subcontracts with the Client prior to the commencement of the work, in the case of other authorisations;

e) Make payments due to subcontractors and suppliers on terms and conditions that are not more unfavourable than those established in the relations with the owner of the work.

ARTICLE 347

(Obligations of the Owner of the Work)

Within the scope of the provisions of this Title, it shall be for the Public Works Owner:

a) Ensure compliance with the law by entities performing work on public works under its responsibility;

b) Report non-compliance with the provisions of this chapter to the commission referred to in Article 336 and to the Body responsible for the Regulation of Civil Construction and Public Works;

c) Communicate to the competent authorities of health, safety and hygiene at work the irregularities verified in matters within their competence;

d) Report to the Civil Construction and Public Works Regulatory Body any cases in which it detects the illegal exercise of the profession by a Subcontractor or authorisation by it of personnel in violation of the provisions of the following article.

ARTICLE 348

(Provision of services)

1. In addition to Subcontracting, all supplies of services for the execution of public works are prohibited.

2. The provisions of the previous number do not apply to the technicians responsible for the work or to cases in which the services to be provided are of high technical or artistic specialisation and do not fall within any of the subcategories provided for the exercise of the activity of Public Works Contractor, under the terms of the applicable legislation.

3. Violation of the provisions of this Article gives the Client the right to terminate the contract, without prejudice to the provisions of Article 213.

ARTICLE 349

(Contractor's Responsibility)

Notwithstanding the conclusion of one or more Subcontracts, even without the intervention of the

Contractor, the Contractor shall always be liable to the Owner for the obligations arising from the Public Works Contract, as well as for the acts or omissions performed by any Subcontractor in breach of that contract.

ARTICLE 350

(Derogation and prevalence)

1. For the purposes of the provisions of this Chapter, the General Public Works Contracts Regime shall apply to Subcontracts.

2. In any case, the regime contained in this Chapter shall prevail over the General Regime of Public Works Contracts insofar as it does not comply with it.

TITLE VI

Execution of Lease and Purchase Agreements of Movable Goods and Acquisition of Services

CHAPTER I

Common Provisions

SECTION I General Principles

ARTICLE 351

(Parties)

The parties to the contract are the Contracting Public Entity and its co-contractor, which takes on the designation of lessor, supplier or provider, depending on whether it is a case of Lease of Movable Goods, Acquisition of Movable Goods or Acquisition of Services, respectively.

ARTICLE 352

(Personal execution)

Without prejudice to the provisions regarding the assignment of the contractual position and subcontracting, the co-contractor is responsible for the exact and punctual performance of the contractual services, in compliance with the agreement, and may not transfer to third parties the responsibilities assumed before the Contracting Public Entity

ARTICLE 353

(Reciprocal collaboration)

1. The parties are bound by the duty of mutual collaboration in the execution of the contract.
2. The co-contractor must provide the Contracting Public Entity with all the information that it requests and that is necessary for the supervision of the execution of the contract.
3. The Contracting Public Entity must satisfy the information requests formulated by the co-contractor that concern technical elements in its possession, the knowledge of which is necessary for the execution of the contract.

ARTICLE 354

(Protection of the co-contractor by the Contracting Public Entity)

The Contracting Public Entity must exercise the respective authority competencies in order to repress or prevent the violation by third parties of legal-administrative ties that result in the

impossibility or serious difficulty to reach the end intended with the signing of the contract.

ARTICLE 355

(Secrecy and right to information)

1. The contracting Public Entity and the co-contractor keep secrecy on any matters subject to secrecy under the terms of the law to which they have access in the scope of the execution of the contract.
2. The Contracting Public Entity is responsible for satisfying the right of information on the part of private individuals regarding the content of the contract and any aspects of its execution.

ARTICLE 356

(Principles of good faith, pursuit of the public interest and proportionality)

1. The contract constitutes, for the parties, rights and obligations that must be exercised and complied with in good faith and in accordance with the dictates of the public interest, under the terms of the law.
2. The Contracting Public Entity may not assume rights or obligations that are manifestly disproportionate or do not have a direct material connection with the purpose of the contract.

ARTICLE 357

(Applicable law)

In everything that is not regulated in this Law or in a special law, the remaining rules of administrative law and, in the absence of these, civil law, are

subsidiarily applicable to the execution of contracts regulated by this Title.

SECTION II

Efficacy and Performance of the Contract

ARTICLE 358

(Efficacy of Contract)

1. The full efficacy of the agreement shall depend on the issuance of the acts of approval or other integrating acts required by law.

2. The parties may give retroactive effect to the agreement when justified by overriding requirements of public law, provided that the anticipated production of effects:

- a) Not prohibited by law;
- b) Do not damage the legally protected rights and interests of third parties;
- c) Does not impede, restrict or distort the competition guaranteed by the provisions of the present Law regarding the contract formation procedure.

3. The contract that constitutes obligations for third parties or from which effects modify, impede or extinguish the rights of third parties shall only become effective in that part with the consent of the parties concerned.

ARTICLE 359

(Suspension and resumption of performance of the contract)

1. The performance of the services that constitute the object of the contract may be totally or partially suspended for the following reasons:

a) Temporary impossibility of fulfilling the contractual obligations, namely due to a delay by the Contracting Public Entity in delivering or making available the means or goods necessary for the execution of the contractual services;

b) Exception of non-compliance, under the terms of Article 378

2. The suspension of the performance of the contractual services determines the extension of the respective period of performance for a period equal to the duration of the suspension, plus the period strictly necessary for the organisation of the means and execution of preparatory or accessory works with a view to resuming the performance.

3. The extension referred to in the preceding paragraph may not be invoked by the party to whom the facts generating the suspension are imputable.

4. The performance of the services that constitute the object of the contract shall resume as soon as the causes that determined the suspension cease, and the Contracting Public Entity shall notify the co-contractor in writing to that effect.

ARTICLE 360

(Payment deadline)

1. Whenever the contract does not contain a date or deadline for payment, the monetary obligation matures, without the need for further notice, 30 days after the date on which the Contracting Public Entity has received the invoice or equivalent document or, in the case where the invoice is issued before the supply or lease of goods or the

provision of services, 30 days after the date of actual receipt or the end of the lease of goods or the end of the provision of services.

2. If the contract contains a date or deadline for payment, the payments due by the contracting Public Entity shall be made within 30 days after the delivery of the respective invoices, which can only be issued after the maturity of the obligation to which they refer.

3. The contract may establish a term different from that set forth in the previous number, which shall not exceed, in any case, 60 days.

4. Contractual clauses that, without a reasonable and justified reason in light of the concrete circumstances, establish deadlines exceeding 60 days for the maturity of pecuniary obligations shall be null and void.

5. In the case foreseen in the preceding number, the clause shall be considered as unwritten and the obligation is deemed to have fallen due in accordance with the rules of this article..

ARTICLE 361

(Price revision)

1. Price revision shall only take place if the contract determines it and establishes the respective terms, namely the calculation method, periodicity and formulas.

2. The rules applicable to the Price Revision Mechanisms and Formulas are those defined in a specific normative act of the President of the Republic.

ARTICLE 362

(Early Performance Premiums)

1. Except when the nature of the contract or the law does not permit it, the contracting Public Entity may award the co-contractor prizes for early performance of the services object of the contract.

2. The possibility of awarding prizes referred to in the preceding number, the conditions for awarding them and their respective value shall be set out in the contract.

SECTION III

Conformation of the Contractual Relationship

ARTICLE 363

(Powers of the Contracting Public Entity)

1. Except when otherwise resulting from the nature of the contract or the law, the Contracting Public Entity may, in accordance with the provisions of the contract and of this Law:

a) Directing the way in which the services are provided;

b) Supervise the way the contract is executed;

c) Unilaterally modify the clauses regarding the content and the method of execution of the services foreseen in the contract for reasons of public interest;

d) To apply the penalties provided for the breach of contractual obligations;

e) Unilaterally terminate the contract.

2. Administrative acts that interpret contract clauses or that rule on their validity are not final and enforceable, whereby, in the absence of the co-

contractor's agreement, the Contracting Public Entity may only obtain the desired effects through a court decision.

3. The provisions of the preceding paragraph do not prejudice the application of the general provisions of civil law regarding bilateral contracts, unless such provisions have been excluded by the express wish of the parties.

4. Unless otherwise provided for by special law, the forced execution of contractual benefits in default may only be obtained by means of a court decision.

5. When, as a result of the judicial decision referred to in the previous number, the Court condemns the contractor to the provision of an act or the delivery of a certain thing, the Contracting Public Entity may promote the enforcement of the sentence through an administrative act.

ARTICLE 364

(Management and supervisory powers)

1. The Contracting Public Entity ensures, through the exercise of management and supervisory powers, that the contract is executed so as to pursue the public interest pursued by the contracting decision.

2. The exercise of the management and inspection powers must safeguard the autonomy of the co-contractor, being limited to what is strictly necessary to ensure the pursuit of the public interest and being processed in such a way as not to disturb the execution of the contract, in compliance with the applicable legal or contractual rules and without

diminishing the initiative and the correlative responsibility of the co-contractor.

ARTICLE 365

(Direction of the mode of performance of services)

1. In addition to the actions typified in the contract, the direction by the Contracting Public Entity consists of the issuing of orders, directives or instructions on the direction of the necessary choices in the areas of technical, financial or legal execution of the contractual services, depending on the contract in question.

2. Orders, directives or instructions are issued in writing or, when circumstances impose the oral form, reduced to writing and notified to the co-contractor within 5 days, except when there is a just impediment.

ARTICLE 366

(Supervision of the manner in which the contract is executed)

1. The Contracting Public Entity shall have the power to technically, financially and legally supervise the way the contract is executed, in order to determine the necessary corrections to the contractual services of the co-contractor and the application of the appropriate sanctions.

2. Without prejudice to the guarantee of professional or commercial secrecy and to the regime applicable to other information protected by law, the inspection is limited to aspects immediately related to the execution of the contract, and may be carried out, namely, through inspection of locations,

equipment, documentation, computer records and accounting, through measurements of the state of progress of the work or requests for information.

3. The exercise of the supervisory power must be documented in the records, reports or proper books.

4. Supervision tasks may be partially or totally delegated to joint monitoring committees or to specialised public or private entities.

SECTION IV

Objective Modification of the Contract

ARTICLE 367

(Fundamentals and form of modification)

1. Modification of the contract may have the following grounds:

a) Abnormal and unforeseeable alteration of the circumstances on which the parties based their decision to contract, provided that it is not covered by the risks inherent to the contract and that the requirement to maintain the obligations assumed is contrary to good faith;

b) By agreement between the parties, which may not be less solemn than the formation of the contract.

2. The contract can be modified:

a) By agreement between the parties, which may not be less solemn than a contract; b) By judicial or arbitral decision.

3. Where the basis for modification of the contract is that provided for in paragraph 1(b), the contract

may also be modified by an administrative act of the Public Entity Contractor.

ARTICLE 368

(Limits)

1. The modification of the contract may not lead to the alteration of the main services covered by its object nor be a way to prevent, restrict or distort the competition guaranteed by the provisions of the present Law regarding the procedure for the formation of the contract.

2. For the effects set forth in the previous number, except when the durable nature of the contractual bond and the time elapsed justifies it, the modification is only allowed when it is objectively demonstrated that the order of the proposals evaluated in the contract formation procedure would not be altered if the specifications had contemplated that modification.

ARTICLE 369

(Consequences)

1. The co-contractor has the right to the restoration of the financial balance, whenever the basis for the modification of the contract is:

a) The abnormal and unforeseeable alteration of the circumstances attributable to the decision of the Contracting Public Entity, even if adopted outside the exercise of its powers to conform the contractual relationship, provided that such alteration has specific repercussions on the contractual situation of the co-contractor;

b) Public interest reasons.

2. In the absence of a contractual stipulation, the value of the reposition shall be the restoration of financial equilibrium corresponds to what is necessary to restore the financial proportion on which the contract was originally based.

3. In the absence of a contractual stipulation, the restoration of the financial balance is carried out, alternatively or cumulatively, through the extension of the performance period of the services or of the validity of the contract, the revision of prices or the assumption, by the Contracting Public Entity, of the duty to provide the counter-party with the value corresponding to the decrease of the expected revenues or to the increase of the expenses foreseen with the execution of the contract. 4. The restoration of financial equilibrium cannot place either party in a more favourable situation than that resulting from the financial equilibrium initially established, and cannot cover possible losses that already arose from that equilibrium or were inherent to the risk inherent to the contract itself.

5. The restoration of financial balance produces its effects from the date of occurrence of the event that gave rise to it.

6. Cases not covered by paragraph 1 shall give rise to a right to modification of the contract or to financial compensation, according to criteria of equity.

ARTICLE 370

(Publication of contractual modifications)

1. The administrative acts of the Contracting Public Entity or the agreements between the parties that

imply objective modifications of the contract and represent an accumulated value greater than 15% of the contractual price must be immediately communicated to the Body responsible for the Regulation and Supervision of Public Procurement, for the purpose of publication on the Public Procurement Portal, and the publication must be maintained until six months after the termination of the contract.

2. The notification referred to in the previous number shall be a condition of effectiveness of the administrative acts or of the amending agreements, namely for the purpose of making any payments.

SECTION V

Assignment of Contractual Position and Subcontracting

ARTICLE 371

(Scope)

In the absence of a contractual stipulation or when something else does not result from the nature of the contract, the assignment of the contractual position and subcontracting are admitted, under the terms of the following articles.

ARTICLE 372

(Limits on assignment and subcontracting by the co-contractor)

1. The contract may prohibit the subcontracting of certain contractual services or services whose aggregate value exceeds a percentage of the contract price.

2. The assignment of the contractual position and subcontracting are always forbidden:

a) When the choice of the co-contractor has been determined in a Simplified Contracting procedure, in cases where only one entity can be invited;

b) To entities covered by the causes of impediment provided for in Article 56;

c) When there are strong indications that the assignment or subcontracting is the result of acts, agreements, practices or information likely to distort competition rules.

3. In the case of subcontracting, the limit set forth in paragraph a) of the previous number is limited to the services object of the contract that were decisive for the choice of the Contracting procedure Simplified.

4. In the cases provided for in paragraph c) of No. 2, the Contracting Public Entity shall immediately communicate to the Authority responsible for the Regulation and Supervision of Public Procurement the evidence of acts, agreements, practices or information susceptible of distorting the competition rules.

ARTICLE 373

(Authorisation for co-contractor assignment and subcontracting)

1.The assignment of the contractual position and subcontracting by the co-contractor require the authorisation of the Contracting Public Entity.

2.For the purposes of the authorisation foreseen in the previous number, the co-contractor must present a grounded proposal accompanied by all documents proving the verification of the applicable requisites under the terms of the following paragraphs.

3. The authorisation of the assignment of the contract position or subcontracting by the subcontractor depends on the prior presentation of the qualification documents relative to the potential assignee or subcontractor that have been requested from the assignor or subcontractor in the formation procedure of the contract in question.

4. In the case of the assignment of the contractual position, authorisation is also dependent on the potential assignee meeting the minimum requisites of technical capacity and financial capacity required of the assignor for the purposes of qualification, when this took place during the formation procedure of the contract in question.

5. The Contracting Public Entity pronounces itself about the proposal of the co-contractor within 30 days counting from the respective presentation, provided that it is duly completed.

6. Observing the limits set forth in the previous article and complying with the requirements set forth in this article, the Contracting Public Entity may only refuse the transfer of the contractual position or the subcontracting when there is a founded fear that they increase the risk of non-fulfilment of the obligations arising from the contract.

ARTICLE 374

(Liability of the co-contractor)

In the case of subcontracting, the co-contractor remains fully liable to the Contracting Public Entity for the exact and punctual fulfilment of all contractual obligations.

ARTICLE 375

(Assignment of the contractual position by (The Contracting Public Entity)

The assignment of the contractual position by the Contracting Public Entity may only be refused by the co-contractor when there is founded fear as to the increased risk of non-fulfilment of the obligations arising from the contract by the potential assignee or as to the diminution of the guarantees of the co-contractor.

SECTION VI

Breach of Contract

ARTICLE 376

(Non-compliance for reasons attributable to the co-contractor)

1. If the co-contractor should fail to perform accurately and punctually all or any of the contractual obligations due to its own fault, the Contracting Public Entity shall notify it to comply within a reasonable period of time, except when compliance has become impossible or the Contracting Public Entity has lost interest in the performance.
2. If the situation of non-fulfilment continues after the deadline referred to in the previous number, the

Contracting Public Entity may choose to execute the missing services of a fungible nature, directly or through a third party, or to terminate the contract based on definitive non-fulfilment, under the terms of article 397. 3.If the Contracting Public Entity chooses to have fungible services provided by a third party, the formation of the contract with the third party shall be subject to the procedures applicable under the provisions of Title III.

4. The provisions in the previous numbers are without prejudice to the application by the Contracting Public Entity of sanctions provided for in the contract in case of breach by the co-contractor, nor to the application of the provisions regarding the obligation of compensation for delay and default as provided for in the Civil Code.

ARTICLE 377

(Late payments)

1. In case of delay by the Contracting Public Entity in the fulfilment of pecuniary obligations, the co-contractor has the right to interest on arrears on the amount owed at a rate of 2% per annum.
2. The obligation to pay interest on late payments falls due automatically, without the need for further notice.
3. Contractual clauses that, without a justifiable reason in view of the concrete circumstances, limit or exclude the liability for late payment shall be null and void.
4. In case of disagreement about the amount due, the Contracting Public Entity shall make the

payment on the amount on which there is agreement from the co-contractor.

5. When the amounts paid under the terms foreseen in the previous number are inferior to those that are effectively due to the co-contractor, as a result of the assessment of claims deducted, the co-contractor shall have the right to late-payment interest on that difference, under the terms of the provisions of number 1.

6. In the absence of contractual provision, the delay in one or more payments does not determine the maturity of the remaining payment obligations.

ARTICLE 378

(Exception of non-compliance invocable by the co-contractor)

1. When the non-performance is attributable to the Contracting Public Entity, the co-contractor, irrespective of its right to terminate the contract pursuant to article 382, may invoke the exception of non-performance as long as its refusal to perform does not imply serious damage to the achievement of the public interest underlying the contractual legal relationship.

2. If the refusal to comply by the co-contractor implies serious damage to the achievement of the public interest, the exception of non-compliance may only be invoked when the performance of the contractual services clearly puts into question the economic and financial viability of the co-contractor or proves to be excessively onerous, in which case the public and private interests in presence shall be duly weighed.

3. The invocation of the exception of non-compliance by the co-contractor depends on the prior notification to the Entity Contracting Public, of the intention to exercise this right and the respective grounds, with a minimum prior notice of 15 days, if not otherwise stipulated in the contract.

4. The invocation of the exception of non-compliance is not considered to imply serious harm to the achievement of the public interest when the Contracting Public Entity, within 15 days counted from the notification referred to in the previous number, does not recognise, through a substantiated resolution, that the refusal to comply would be seriously prejudicial to the public interest.

5. The provisions of the preceding numbers are applicable, with the necessary adaptations, to the invocation of the right of retention by the co-contractor.

ARTICLE 379

(Application of contractual penalties)

1. Under the terms foreseen in this Law, the Contracting Public Entity may, as a sanction, terminate the contract and apply the sanctions foreseen in the contract or in the law in case of breach by the co-contractor.

2. When the penalties referred to in the previous number are of a pecuniary nature, the respective accumulated value may not exceed 20% of the contractual price, without prejudice to the power to terminate the contract provided for in the following Section.

3. In cases where the limit provided for in the previous number is reached and the Contracting Public Entity decides not to proceed with the termination of the contract because it results in serious damage to the public interest, that limit is raised to 30%.

SECTION VII

Termination of Contract

ARTICLE 380

(Causes of Termination)

1. These are causes of termination of the contract:

a) The fulfilment, definitive impossibility and other causes of extinction of obligations recognised by civil law;

b) The repeal agreement; c) Resolution;

2. The contract may be terminated:

a) By declaration of the co-contractor, in the cases foreseen in article 382, no. 4;

b) By decision of the Contracting Public Entity, in the cases foreseen in articles 383 and 384;

c) By judicial or arbitral decision, in all other cases.

ARTICLE 381

(Revocation agreement)

1. The parties may, by agreement, revoke the contract at any time.

2. The effects of revocation shall be those which have been validly fixed in the agreement.

3. A revocation agreement shall not be less solemn than a contract.

ARTICLE 382

(Termination of the contract at the behest of the co-contractor)

1. Without prejudice to other cases of serious breach of the obligations assumed by the Contracting Public Entity specifically provided for in the contract, and regardless of the right to compensation, the co-contractor has the right to terminate the contract in the following cases:

a) Abnormal and unforeseeable alteration of circumstances, provided that it is not covered by the risks inherent to the contract and the subsistence of the contractual obligations is contrary to good faith;

b) Final breach of contract due to an act attributable to the Contracting Public Entity;

c) Non-fulfilment of pecuniary obligations by the Contracting Public Entity for a period of more than 6 months, as well as delay in payment of amounts greater than 25% of the contractual price, excluding interest;

d) Exercise of the powers to conform the contractual relationship, attributed to the Contracting Public Entity by this Law, which makes the maintenance of the contract contrary to good faith;

e) Non-compliance by the Contracting Public Entity with judicial or arbitration decisions regarding the contract.

2. In the case provided for in subparagraph a of paragraph 1, the right to terminate the contract shall only exist where such termination does not cause serious damage to the achievement of the public

interest underlying the contractual legal relationship or, where such damage is caused, where the continuation of the contract would clearly jeopardise the economic and

In the case provided for in subparagraph a) of financial viability of the co-contractor or proves to be excessively onerous; in the latter case, the public and private interests at stake shall be duly weighed.

3. The right of withdrawal is exercised by judicial means or through arbitration.

4. In the cases provided for in paragraph c) of No. 1, the right of termination may be exercised by means of a declaration to the Contracting Public Entity or a request accompanied by an estimate of the value of the work in question, with an exact breakdown of the unit prices on which it is based.

ARTICLE 383

(Sanctioning resolution)

1. Without prejudice to other cases of serious breach of the obligations assumed by the co-contractor especially foreseen in the contract, the Contracting Public Entity may rescind the contract, as a sanction in the following cases:

a) Definitive breach of contract for an event attributable to the co-contractor;

b) Serious or repeated failure by the co-contractor to comply with orders, directives or instructions transmitted in the exercise of the power of management over matters relating to the performance of the contractual services;

c) Serious or repeated opposition of the co-contractor to the exercise of the supervision powers of the Contracting Public Entity;

d) Assignment of the contractual position or subcontracting performed with non-compliance with the terms and limits provided for in this Law or in the contract;

e) Application of contractual penalties of a pecuniary nature, the accumulated value of which exceeds the limit foreseen in no. 2 of article 379;

f) Non-compliance by the co-contractor with judicial or arbitral decisions regarding the contract;

g) Non-renewal of the amount of the deposit by the co-contractor, under the terms of article 103(2);

h) Bankruptcy or insolvency of the co-contractor;

i) By the declaration of invalidity of the contract resulting from facts imputable to the co-contractor.

3. In cases of resolution as a sanction, if there is a liability on the part of the co-contractor, the respective amount shall be deducted from the amounts due, without prejudice to the Contracting Public Entity being able to execute the guarantees provided by the co-contractor.

ARTICLE 384

(Resolution on grounds of public interest)

1. The Contracting Public Entity may terminate the contract:

a) For reasons of public interest, duly founded, and upon payment to the co-contractor of fair compensation;

b) By an abnormal and unforeseeable change of circumstances, in accordance with the provisions set forth in Article 367(1)(a) .

2. In the case foreseen in paragraph a) of the previous number, the indemnity to which the co-contractor is entitled shall correspond to the emergent damages and to the ceasing profits; as to the latter, the benefit resulting from the anticipation of the foreseen gains shall be deducted.

3. Failure to pay the compensation provided for in the preceding number within ninety days, counting from the date on which the amount due has been definitively established, shall entitle the co-contractor to payment of interest on the respective amount.

4. In the case provided for in paragraph b) of No. 1, the co-contractor shall also be entitled to payment of fair compensation, fixed under the terms established in Nos. 2 and 3, when the abnormal and unforeseeable change of circumstances is attributable to the Contracting Public Entity, even if it results from a decision taken outside the exercise of its powers to conform the contractual relationship.

5. In any of the cases, no compensation shall be due where the contract has been originated, namely, by acts of public improbity, fraud, restriction of competition, facilitation of business and corruption, under the terms of the applicable

legislation, except where the contracting party is acting in good faith.

SECTION VIII

Invalidity of Contract

ARTICLE 385

(Invalidity resulting from invalid procedural acts)

1.The Contracts shall be null and void if the nullity of the procedural act, on which their conclusion was based, has been judicially declares or may still be declared.

2. Contracts are voidable if they have been annulled or if the procedural acts on which they were based are void.

3. For the purposes of the provisions of the previous number, the contracts are voidable, namely when they have been entered into as a result of a contract formation procedure without prior publication of a notice of the respective procedure, when such publication was required under the terms of this Law.

4.The provision in No. 2 shall not apply when the procedurally un-nullable act, on which the execution of the contract was based, is consolidated in the legal order, is validated or renewed, without recurrence to the same causes of invalidity.

5. The annulment effect provided for in subsection 2 may be waived by a court or arbitral decision, when, considering the public and private interests at stake and the seriousness of the offence causing the defect in the procedural act at stake, the annulment of the contract proves to be disproportionate or

contrary to good faith or when it is unequivocally demonstrated that the defect would not imply a subjective change to the contract entered into, nor an alteration of its essential contents.

6. When the retroactive effect of the annulment of a contract, based on the defects foreseen in the previous numbers, proves to be disproportionate or contrary to good faith, or when this retroactive effect is prevented by the existence of a situation of absolute impossibility or impairing reasons of public interest, the court may limit the respective reach for the future.

ARTICLE 386

(Invalidity of the contract itself)

1. Contracts entered into in breach of impeachment regulations are voidable.
2. However, contracts are, however, null when any of the grounds for nullity are verified, as provided for in the Rules of Procedure and Administrative Activity, or when the respective defect determines nullity under the terms of a special law.
3. The provisions of the Civil Code concerning faults and vices of the shall be applicable.

ARTICLE 387

(Invalidity regime)

1. The nullity regime established in the Civil Code shall apply to the contracts provided for in this Title.
2. All contracts may be reduced and converted, pursuant to the provisions of Articles 292 and 293 of the Civil Code, regardless of their legal value.

CHAPTER II

Specific Provisions relating to Contracts of Acquisition of Movable Goods

ARTICLE 388

(Object)

The movable Goods Acquisition contract can have as its object the Acquisition of already existing Mobile Goods or of goods to be manufactured or adapted at a time subsequent to the signing of the contract, in accordance with the characteristics, specifications and technical, functional or other requirements set by the Contracting Public Entity in the specifications..

ARTICLE 389

(Deadline)

1. The term of the contract cannot exceed forty-eight months, including any express or tacit extensions of the term for execution of the services that constitute its object, except if it is necessary or convenient in view of the nature of the services, object of the contract or the conditions for its execution.
2. The provision in the previous number is not applicable to accessory obligations that have been established unequivocally in favour of the Contracting Public Entity, namely obligations of secrecy, of conformity of the acquired goods and of guarantee of the same.

ARTICLE 390

(Manufacturing monitoring)

1. In the absence of contractual stipulation, in contracts for the Acquisition of Movable Goods to

be manufactured, the Contracting Public Entity may maintain monitoring missions at the premises of the manufacturer of the goods, object of the contract, whose composition, competencies and operating method must be defined by agreement of the parties.

2. In case the parties cannot agree on the aspects referred to in the previous paragraph within a reasonable period of time, these will be defined by the Public Entity Contractor, in obedience to criteria of proportionality and reasonableness.

3. In any case, the access of the members of the monitoring missions to the manufacturer's premises shall be made in such a way as to avoid any harmful interference in the management and operation of the premises and in the manufacturing process of the goods, and they shall comply with the safety standards applicable to the premises to which they have access, as well as with the instructions imposed by the manufacturer to this effect.

4. Where the supplier is not the manufacturer of the goods, he has the obligation to ensure access to and the conduct of the work of the monitoring missions on the premises of the manufacturer.

5. The performance of the tasks of the monitoring mission does not relieve the supplier of responsibility for any defects in the goods subject to the contract or their non-compliance with the characteristics, specifications and requirements set out in the contract.

6. The provisions of this Article shall apply, with the necessary adaptations, to contracts for the adaptation or modification of goods.

ARTICLE 391

(Delivery of goods)

1. In the absence of contractual stipulation, the supplier delivers the goods object of the contract at the headquarters of the Contracting Public Entity.

2. Together with the goods object of the contract, the supplier delivers all the documents that are necessary for the good and integral use, operation or consumption of those..

3. Until the delivery of the goods object of the contract, the contracting Public Entity is obliged to cooperate with the supplier so that the security conditions of the goods that the supplier considers necessary are created, the supplier bearing the resulting costs.

ARTICLE 392

(Conformity of goods to be delivered)

1. The supplier is obliged to deliver all the goods object of the contract in accordance with the terms established in the contract, taking into account their nature and the purpose for which they are intended.

2. In the absence of a contractual stipulation, all goods subject to the contract, as well as their parts, components or equipment, must be new and identical.

ARTICLE 393

(Supplier's obligations in respect of goods supplied)

1. The provisions of the regime on sale and purchase set out in the Civil Code, the guarantees regarding the responsibility and obligations of the supplier and producer and the rights of the consumer shall apply, with the necessary adaptations, to the contracts regulated by this Chapter.
2. The period of the obligations to replace the conformity of the supplied goods shall be counted from each delivery individually considered or from the date on which the delivery of the last supplied goods occurs, depending on whether the contract establishes phased deliveries of goods with or without functional autonomy between them, respectively.
3. The supplier's obligations cover all the costs with the tests, to be carried out by the supplier, which the contracting public entity justifiably considers necessary for the functional verification of the goods object of the contract.
4. Besides the obligations that result for the supplier from the provisions of the previous subsections, the contract may stipulate additional obligations of guarantee of the goods object of the contract, being applicable, in this matter, the provisions of the Law referred to in number 1.

ARTICLE 394

(Overheads)

In the absence of contractual stipulation, they constitute obligations of the supplier:

- a) The payment of any taxes, fees, duties of any kind or other charges imposed by the competent authorities and relating to the performance of the contract in the territories of the country or;
- b) Obtaining any authorisations and paying any fees required by the competent authorities in relation to the fulfilment of the obligations incumbent on the supplier under the contract;
- c) The undertaking of all necessary or convenient steps to obtain any export and import licenses required by the countries involved in the execution of the contract and related to it, as well as the payment of any taxes or other charges.

ARTICLE 395

(Continuity of manufacture)

In the absence of a contractual stipulation and unless otherwise resulting from the nature of the goods to be supplied, the supplier shall ensure the continuity of manufacture and supply of all parts, components and equipment forming part of the goods object of the contract for the estimated period of their respective useful life

ARTICLE 396

(Intellectual property rights)

1. In the absence of a contractual stipulation, the supplier shall be fully liable for any costs or civil liability arising from the incorporation into any of the

goods subject to the contract or from the use in them of elements of construction, hardware, software or other respecting any patents, licences, trademarks, registered designs and other industrial property rights or copyrights or related rights.

2. If the contracting Public Entity is sued for having infringed, in the execution of the contract or in the subsequent use of the goods object of the same, any of the rights referred to in the previous number, it has the right of return against the supplier for any amounts paid, under any title whatsoever.

3. The costs and civil liability to third parties arising from the facts mentioned in the previous numbers shall not be borne by the supplier if he demonstrates that they are attributable to the Contracting Public Entity or to third parties who are not his subcontractors.

ARTICLE 397

(Resolution by the Contracting Public Entity)

1. Without prejudice to the general grounds for termination of the contract and others provided for herein, as well as the right to compensation under the general terms, the Public Contracting Authority may terminate the contract in case the supplier seriously or repeatedly violates any of its obligations, namely when the delivery of any good object of the supply is delayed for more than 3 months or the supplier states in writing that the delay in delivery exceeds this period.

2. The termination of the contract under the terms of the present article covers the repetition of the

services already performed by the supplier if so determined by the Contracting Public Entity.

ARTICLE 398

(Resolution by the supplier)

In the absence of a contractual stipulation, the rescission of the contract by the supplier does not determine the repetition of the services already performed, but terminates all the supplier's obligations provided for in the contract, with the exception of the obligations referred to in article 393.

CHAPTER III

Specific Provisions relating to Contracts of Rental of Movable Goods

ARTICLE 399

(Remission)

Without prejudice to the provisions of the following articles, the provisions of this Law on contracts for the acquisition of movable property shall apply to contracts for the lease of movable property, with the necessary adaptations.

ARTICLE 400

(Repair and maintenance obligations)

1. In the absences of a contractual stipulation, the lessor is obliged to keep the leased property in perfect condition for use, carrying out any repairs and maintenance work that may become necessary within a reasonable period of time.

2. When repairs and maintenance works become necessary due to the Public Contracting Entity's fault, the latter shall bear the inherent expenses, to

the extent that it has contributed to the deterioration of the good.

ARTICLE 401

(Resolution by the Contracting Public Entity)

Without prejudice to the general grounds for termination of the contract and others provided for herein, as well as the right to compensation under the general terms, the Public Contracting Authority may terminate the contract when the performance of any obligation to repair or maintain the property is delayed for more than three months or the lessor declares in writing that the delay exceeds that period.

CHAPTER IV

Specific Provisions relating to Contracts of Acquisition of Services

ARTICLE 402

(Remission)

Without prejudice to the provisions of the following articles, the provisions of this Law on Contracts for the Acquisition of Movable Goods shall apply to Service Acquisition Contracts, with the necessary adaptations.

ARTICLE 403

(Plant and equipment)

In the absence of contractual stipulation, the facilities, equipment and any other means necessary for the exact and punctual fulfilment of contractual obligations are the responsibility of the service provider.

ARTICLE 404

(Extra services)

1. Additional services are those whose kind or quantity is not foreseen in the contract and which:

a) have become necessary for the provision of the services covered by the contract as a result of unforeseen circumstances;

b) Cannot be technically or economically separated from the object of the contract without serious inconvenience to the Contracting Public Entity or, although separable, are strictly necessary for the conclusion of the object of the contract.

2. No extra services can be ordered when:

a) The contract having been concluded following Simplified Hiring procedure, the sum of the contract price and the price attributed to additional services, including that of previous additional services, is equal to or greater than the value referred to in no. 3 of article 24;

b) The price attributed to extra services, including that of previous extra services, exceeds 15% of the contract price.

3. Should any of the conditions set out in the previous number not be met, the extra services shall be subject to a contract entered into following the procedure adopted under the provisions of Title III of this Law.

4. The provisions of Articles 214, 205 to 207 and 209 to 215 shall apply, with the necessary adaptations, to the services over and under provided.

TITLE VII

Public Works and Public Services Concessions

SECTION I

General Provisions

ARTICLE 405

(Exercise of powers and prerogatives of authority)

1. Contracting Public Entities may grant the execution or the design and execution of public works or the management of public services.
2. By contractual stipulation, the concessionaire may exercise the following powers and prerogatives of authority:

- a) Expropriation for public utility, in the case of a company in the public domain;
- b) Use, protection and management of the infrastructure assigned to the public service;
- c) Licensing and concession, under the terms of the legislation applicable to the use of the public domain, of the occupation or exercise of any activity on the land, buildings and other infrastructures assigned to it.

ARTICLE 406

(Deadline)

1. The term of the contract is set in accordance with the period of time required for amortisation and remuneration, under normal conditions of profitability of the operation, of the capital invested by the concessionaire.

2. In the absence of a contractual stipulation, the term referred to in the preceding paragraph shall be 30 years, including the duration of any contractually provided extension, without prejudice to any special law establishing a different supplementary term or maximum term.

3. Without prejudice to the provisions of paragraph 1, the initial term of the concession may be extended based on the need to ensure the amortisation and remuneration, under normal conditions of profitability of the operation, of the capital invested by the concessionaire.

ARTICLE 407

(Value of the concession contract)

1. The value of a concession contract corresponds to the total turnover of the concessionaire generated over the duration of the contract, as stipulated in the contract, in consideration for the works and services that were the object of the concession, as well as the supplies relating to such works and services.

2. The contract value shall take into account, inter alia, the following:

- a) The value of any type of option and any extensions of the duration of the concession;
- b) Revenue derived from the payment of fees by users of the works or services, other than those collected on behalf of the Contracting Public Entity;
- c) Payments or any financial advantage, in whatever form, which the contracting Public Entity or any other public authority provides to the concessionaire, including compensation for the

discharge of a public service obligation and public investment subsidies;

d) The value of subsidies or any other financial advantages, regardless of the form, from third parties for the execution of the concession;

e) Revenue from the sale of assets forming part of the establishment of the concession;

f) The value of all supplies and services made available to the concessionaire by the Contracting Public Entities, provided that they are necessary for the execution of the works or the provision of the services;

g) Awards or payments to candidates or proponents.

ARTICLE 408

(Concessionaire)

1. In the absence of contractual stipulation, the concessionaire must maintain its headquarters in Angola and be a public limited company.

2. The concessionaire must have as its exclusive corporate object, throughout the duration of the contract, the activities that are integrated in the concession.

ARTICLE 409

(Other activities)

1. Subject to authorisation from the grantor, the concessionaire may perform activities not foreseen in the contract as long as they are complementary or accessory to those that constitute the main object of the contract.

2. The authorisation referred to in the previous number presupposes the presentation by the concessionary of an economic and financial projection of the activity or activities to be developed and a proposal for sharing the corresponding income between the parties.

3. By agreement with the grantor, the revenue sharing between the parties may be totally or partially substituted by a reduction in the value of the tariffs applied by the concessionaire or by other compensatory measures, with financial expression, that benefit the users of the work or of the services granted or the grantor himself.

ARTICLE 410

(Risk sharing)

1. The contract must involve a significant and effective transfer to the concessionaire of the risk of exploitation of those works or services, which translates into bid or offer risk or both.

2. For the purposes of the provisions of the previous number, the concessionaire is considered to assume the exploration risk when

a) Under normal operating conditions, there is no guarantee that it will recoup the investments made or the expenses incurred in operating the works or the services that are the object of the concession;

b) The part of the risk transferred to the concessionaire involves a real exposure to the unpredictability of the market, which implies that any potential losses incurred by it are not merely nominal or insignificant.

ARTICLE 411

(Concessionaire's obligations)

The obligations of the concessionaire are

- a) To inform the grantor of any circumstance that may condition the normal development of the conceded activities;
- b) Provide the grantor, or whoever he appoints for this purpose, with any information or prepare specific reports on aspects related to the execution of the contract, as long as they are requested in writing;
- c) Obtain all licenses, certifications and authorisations necessary to carry out the activities that are part of or in any way related to the object of the contract, unless otherwise stipulated in the contract;
- d) Any others provided by law or contract.

ARTICLE 412

(Rights of the concessionaire)

The rights of the concessionaire are:

- a) Exploit, on an exclusive basis, the public work or the public service awarded;
- b) Receive the remuneration foreseen in the contract;
- c) To use, in accordance with the law and the contract, the assets of the public domain necessary for the development of the conceded activities;
- d) Any others provided for by law or in the contract.

ARTICLE 413

(Economic and financial viability of the project)

The contract may only attribute to the concessionaire the right to economic and financial benefits provided that these do not violate competition rules, are essential to the economic and financial viability of the concession and do not eliminate the effective and significant transfer of risk of the concession to the concessionaire.

ARTICLE 414

(Provision of information to the grantor)

1. The concessionaire must make available to the grantor all projects, plans, blueprints and other elements, of any nature, which prove to be necessary or useful for exercising the rights or performing the functions attributed by law or by the contract to the grantor.
2. The provisions of the previous number are applicable to the elements acquired or created in the development of the conceded activities, either directly by the concessionaire or by third parties subcontracted by the latter.

ARTICLE 415

(Indicators for monitoring and evaluation of the concessionaire's performance)

1. Except where incompatible or unnecessary in view of the nature of the public work or public service awarded, the contract must establish indicators for monitoring and evaluating the performance of the concessionaire, from the perspective of the user and the public interest, as

well as calculation procedures for their periodic measurement, namely as regards the number of users and their satisfaction levels.

2. The grantor may, under the terms of the contract and depending on the results of the application of the indicators referred to in the previous number, attribute economic advantages or apply economic penalties to the concessionaire.

ARTICLE 416

(Assets allocated to the concession)

1. The concession corresponds to an establishment, which includes the movable and immovable assets assigned to it and the rights and obligations aimed at achieving the public interest underlying the conclusion of the contract.

2. The concession corresponds to an establishment, which includes the movable and immovable assets assigned to it and the rights and obligations aimed at achieving the public interest underlying the conclusion of the contract.

2. For the purposes of the provisions of the previous number, all assets existing on the date of the signing of the contract, as well as those to be created, built, acquired or installed by the concessionaire in compliance with the contract, which are indispensable for the adequate development of the conceded activities, irrespective of whether the right of ownership belongs to the grantor, the concessionaire or a third party, shall be considered to be allocated to the concession.

3. The concessionaire may only encumber public domain assets allocated to the concession by

means of authorisation, which must ensure that such encumbrance is compatible with the normal development of the conceded activities.

4. The concessionaire may only alienate or encumber its own assets which are essential to the development of the conceded activities if authorised by the grantor, who must safeguard the existence of assets that are functionally appropriate to the pursuit of those activities.

5. The concessionaire may alienate or encumber its own assets which are not essential to the development of the conceded activities, as long as it guarantees the existence of assets that are functionally appropriate to the pursuit of those activities.

6. In the case of assets covered, under the terms of the contract, by a transfer clause, the provision of subsection 4 shall apply to the respective alienation or encumbrance. 7. The concessionaire may lease, rent or leasing or similar contractual arrangements assets and equipments to be used in the concession, as long as the grantor has the right to, against payment, access the use of those assets and succeed to the respective contractual position in case of seizure, redemption or termination of the concession; in any case, the duration of the respective contract must not exceed the duration of the concession contract to which it relates.

ARTICLE 417

(Rights of the concessionaire)

The rights of the concessionaire, to be exercised under the terms and conditions of the contract or the law and with the effects resulting therefrom, are

- a) Establish minimum and maximum tariffs for the use of public works or public services;
- b) Sequester the concession;
- c) Redeem the concession;
- d) Demand the equitable sharing of the increased financial benefits;
- e) Any others provided for by law or in the contract.

ARTICLE 418

(Amendments to contract)

1. The grantor may only extend the quantity of works or services covered by the contract, based on unforeseen circumstances, if:

- a) They cannot be technically or economically separable from the object of the contract without serious inconvenience or entailing a considerable increase in costs for the grantor;
- b) The value of such works or services does not exceed 10% of the value of the contract.

2. When the modification of the contract is based on unpredictable circumstances, the value of the modification may not exceed 50% of the contract value.

ARTICLE 419

(Sequestration)

1. In case of serious non-compliance by the concessioner with contractual obligations, or if the same is imminent, the grantor may, by sequestration, take charge of the development of the activities granted.

2. The sequestration napping can take place in the following situations:

- a) When the cessation or suspension, total or partial, of granted activities occurs or is imminent;
- b) When there are serious disturbances or deficiencies in the organisation and regular development of the activities granted or in the general state of the installations and equipment that compromise the continuity or regularity of those activities or the integrity and safety of people and goods.

3. Once the occurrence of a situation that may lead to the seizure of the concession is verified, the grantor notifies the concessioner to within the period reasonably set, fully comply with its obligations, and correct or repair the consequences of its acts, except by dealing of a non-remediable violation.

4. In cases where an agreement between the grantor and the financing entities is provided for their right to intervene in the concession in situations of imminent sequestration, this can only take place after the grantor notifies its intention to the financing entities.

5. In case of sequestration, the concessioner bears the costs of developing the activities granted, as well as any extraordinary expenses necessary to restore the normality of the execution or exploitation of the public works or the normality of the exploitation of the public service.

6. The kidnap is maintained for the time deemed necessary by the grantor, with a maximum limit of 1 year, with the concessioner being notified by the grantor to resume the development of the activities granted, on the date set for it.

7. If the concessioner is unable or is opposed to resuming the development of the activities granted or if, having done so, the facts that gave rise to the sequestration continue to occur, the grantor may terminate the contract.

ARTICLE 420

(Redemption)

1. The grantor may redeem the concession, for reasons of public interest or legality, after the expiry of the term established in the contract or, failing that, after one third of the term of the contract has elapsed.

2. The redemption shall be communicated to the concessioner within the period provided for in the contract or, failing that at least 6 months in advance.

3. In case of redemption, the grantor automatically assumes the rights and obligations of the concessioner directly related to the activities granted, if they are constituted on a date prior to the notification referred to in the previous number.

4. The obligations assumed by the concessioner after the notification referred to in number 2 are only binding on the grantor when the latter has previously and expressly authorised its assumption.

5. In case of redemption, the concessioner is entitled to compensation corresponding to the resulting damages and loss of profits, and the benefit resulting from the anticipation of the anticipated gains must be deducted from these.

6. The indemnity referred to in the preceding paragraph is determined under the terms of the contract or, when this does not result in the exact amount, under the terms of n. o 3 article 566.o of the civil code.

7. The right to compensation provided for in n. o 5 ceases when the redemption results from the declaration of invalidity due to defects that are attributable to the concessioner, without prejudice to the disciplinary, civil and criminal liability of the agents involved.

8. The rescue determines the reversal of the grantor's assets, assigned to the concession, as well as the obligation of the concessioner to deliver the covered assets, under the terms of the contract, by a transfer clause.

9. The bail and guarantees provided are released one year after the rescue date, upon communication addressed by the grantor to the respective depositaries or issuers.

ARTICLE 421

(Resolution by the grantor)

1. Without prejudice to the general grounds for termination of the contract and others provided for herein and the right to indemnity under the general terms, the grantor may only terminate the contract when it is verified:

- a) Detour from the object of the concession;
- b) Cessation or suspension, in whole or in part, by the concessioner of the execution or exploitation of public works or the management of the public service, without adequate measures having been taken to remove the respective cause;
- c) Refusal or impossibility of the concessionaire to resume the concession following sequestration; d) Repetition, after resumption of the concession, of the situations that led to the sequestration;
- e) Occurrence of serious deficiency in the organisation and development by the concessionaire of the activities granted, in terms that may compromise their continuity or regularity under the conditions required by law and by the contract;
- f) Obstruction to Sequestration;
- g) Sequestration of the concession for the maximum period allowed by law or contract.

2. In cases where an agreement between the grantor and the financing entities is provided for their right to intervene in the concession in situations of imminent termination of the concession by the grantor, this can only take place after the grantor notifies its intention the funding authorities.

3. The termination of the contract determines, in addition to the effects provided for in the contract, the reversal of the grantor's assets and the obligation of the concessionaire to deliver to the latter, within the period established in the notification referred to in the previous number, the assets allocated to the concession covered by a possible transfer clause.

ARTICLE 422

(Liability to third parties)

1. The grantor is liable for damages caused by the concessioner to third parties in the development of the activities granted since the former is attributable.

2. The grantor is also liable for a fact that is not attributable to him, but in this case only after exercising any rights resulting from the insurance contract that in this case fit and after executing the assets belonging to the concessionaire.

ARTICLE 423

(Effects of termination of the contract within the expected terms)

1. At the end of the contract, contracts entered by the concessioner with third parties for the purposes of carrying out the granted activities are not enforceable against the grantor, without prejudice to the provisions of the following number.

2. Without prejudice to the provisions n.o 1 of article 414, intellectual property rights on studies and projects prepared for the specific purposes of the activities included in the concession, as well as projects, plans, plants, documents and others

elements referred to in the same article, are transmitted free of charge and on an exclusive basis to the grantor at the end of the term of the contract, and the concessioner is responsible for taking all necessary measures for this purpose.

3. At the end of the concession, all the assets that comprise the establishment of the concession revert free of charge to the grantor, and the concessionaire is obliged to deliver them in good condition, without prejudice to the normal wear and tear resulting from their use for the purposes of performance of the contract.

4. In case the contract provides for the transfer, free or onerous, for the grantor of the concessioner's assets assigned to the concession, the latter is obliged, at the end of the term of the contract, to deliver them free of any duties or charges, under the terms referred to in the final part of the previous number.

SECTION II

Concession of Public Works and Public Services

ARTICLE 424

(Remission)

With regard to public works contracts whose execution is necessary for the realisation of the object of the concession and is not regulated by the present section or by the concession contract, the substantive regime of administrative contracts is applicable, with the necessary adaptations.

ARTICLE 425

(Conservation and use of the work and the assets allocated to the concession)

1. The concessioner must keep the work in good condition and in perfect conditions of use, carrying out all the necessary work so that it fully and permanently satisfies the purpose for which it is intended.

2. If it proves necessary and in the impossibility of timely intervention by the competent public authority, the concessioner may adopt the necessary measures with a view to the use of the public works, in which case it must immediately inform the competent public authority of this fact.

3. The concessioner can only prevent the use of public works in the situations provided for in the contract, without prejudice to what is established in this regard in special legislation.

ARTICLE 426

(Commercial exploration zones)

1. In addition to the spaces that integrate public works by nature, these may include, when provided for in the contract, other areas functionally linked to the concession intended for commercial or industrial activities that are susceptible to differentiated economic use, namely establishments hotels, service stations, leisure areas, parking lots and shopping centres.

2. The development of the activities foreseen in the previous number does not exempt the fulfilment of the applicable norms, namely in matters of

commercial or industrial installation, as well as in environmental matters.

3. The zones or spaces functionally linked to the concession are subject to the principle of unity of management and control by the grantor and are operated together with the public works by the concessioner, directly or through third parties, under the terms provided for in the contract.

4. The goods and installations included complementary activities of the work granted are handed over to the grantor at the end of the concession under the same terms as the goods allocated to the concession.

ARTICLE 427

(General principles and special regime)

1. When operating a public service activity, the concessionaire is subject to the following principles:

- a) Continuity and regularity; b) Equality;
- c) Adaptation to needs.

2. Without prejudice to the subsidiary application of the provisions of this Law, the regime for public service concessions, namely that of port concessions, is defined in special legislation.

TITLE VII I

Sanctioning Regime

ARTICLE 428

(Restriction of the scope)

Contracting Public Entities must participate in the Agency responsible for the Regulation and Supervision of Public Procurement as soon as they become aware of the occurrence of any facts likely

to constitute a violation provided for in this Law and in other legislation applicable to public procurement.

ARTICLE 429

(Very serious transgressions)

It constitutes a transgression punishable by a fine of 6% to 12% or 24% to 56% of the value corresponding to level 1 of the table of value limits contained in Annex I of this Law, depending on whether it is applied to a natural person or a legal person:

a) The participation of a candidate or competitor who is in any of the situations provided for in article 56 at the time of submission of the respective candidacy or proposal, of the award or of the conclusion of the contract;

b) Failure by the successful tenderer, within the period established for the purpose, of any qualification documents required by this Law or by the competent body for the decision to contract;

c) Failure to submit documents proving the professional qualification of ownership specific contracts;

d) The presentation of false qualification documents, documents that constitute the proposal and documents intended for qualification;

e) The provision of false declarations during the contract formation phase by any candidate or competitor.

ARTICLE 430

(Serious transgressions)

It constitutes a transgression punishable by a fine of 8% to 10% or 16% to 50% of the value corresponds to level 1 of the table of limits of values contained in Annex I of this Law, depending on whether it is applied to a natural person or legal person:

a) Failure to provide the guarantee by the successful bidder within the time and under the terms provided for in this Law;

b) A The non-attendance of the successful tenderer on the day, at the time and at the place set for the award of the contract by the competent body for the decision to contract;

c) Failure to send the contract signed electronically, without a deadline set by the competent body for the decision to contract;

d) If the contractor is a grouping, the fact that its members do not join together, before the contract is signed, in the legal form provided for in the procedure's program.

ARTICLE 431

(Simple transgressions)

Violation is punishable by a fine of 2% to 6% or 10% to 34% of the value corresponding to level 1 of the table of limits in Annex I of this Law, depending on whether the individual or corporate entity is applied, the violation of the provisions of n.o 2 of article 55.

ARTICLE 432

(Subsidiary criteria for applying fines)

When the candidate, competitor or contractor has obtained an economic benefit greater than the applicable fine, the minimum and maximum limits provided for in articles 429 to 431 become the value of this benefit and its double, respectively.

ARTICLE 433

(Attempt and neglect)

1. Attempt and negligence are punishable.

2. In case of negligence, the minimum and maximum limits of the fines provided for in the previous articles are reduced by half.

ARTICLE 434

(Sanction of prohibition of participation)

1. The offender may be banned from participating, as a candidate, as a competitor, grouping, in any procedure adopted for the formation of public contracts, when the seriousness of the offence in the agent's fault justify it.

2. The sanction referred to in the previous number must be fixed according to the seriousness of the infraction and fault of the agent and cannot, under any circumstances exceed three years.

ARTICLE 435

(Competence for the transgression process)

The opening and filing of processes, as well as the application of fines and additional sanctions, are the responsibility of the Agency responsible for the Regulation and Supervision of Public Procurement.

ARTICLE 436

(Criminal liability)

Failure by the offender to comply with the sanction provided for in article 434 is a crime of disobedience under the terms of the Penal Code.

ARTICLE 437

(Prohibition of participation arising from breach of contract)

1. A sanction prohibiting participation in public procurement procedures for a period of one year may be applied to entities that are in any of the following situations:

a) Contractual breach that has given rise, in the last three years, to the application of sanctions that have reached the maximum applicable values;

b) A breach of contract that has been the subject of two sanctioning resolutions in the last three years based on the definitive breach of the contract due to a fact attributable to the co-contractor, in any of the situations of termination of the contract by the Owner of the Work or by the grantor.

2. For the purposes of the preceding paragraph, public contractors must notify the body responsible for the Regulation and Supervision of Public Procurement of the situations referred to therein, within 30 days of their occurrence.

3. The application of the sanction referred to in this article is the responsibility of the Agency responsible for the Regulation and Supervision of

Public Procurement and is publicised on the Public Procurement Portal.

ARTICLE 438

(Collection procedure and destination of fines)

The procedure for collection and destination of all fines provided for in this Law are defined in a specific normative act of the President of the Republic.

TITLE IX

Final and Transitional Provisions

ARTICLE 439

(Supply of works)

This Law is applicable, with the necessary adaptations, to contracts for the supply of works, being understood as such, contracts in which one of the parties undertakes in relation to the other to supply movable property that is intended to be incorporated or complement a work for a price and within a certain period.

ARTICLE 440

(Audit and inspection)

1. Public procurement activities are subject to the audit and inspection mechanisms established by law.

2. All Public Contracting Entities and their employees and agents, as well as other participants in the contracting procedures must, in accordance with the law, promote full cooperation with the audit, inspection and inspection bodies of the public sector.

3. In the event of non-compliance with the rules and principles of public procurement, the body responsible for the Regulation and Supervision of Public Procurement may suspend the procedure, with a view to remedying the defects, irregularities, and illegalities inherent in the process of formation of contracts.

ARTICLE 441

(Regulation and supervision)

The operation, regulation, inspection, observation, auditing and supervision of the public procurement market, including the compliance of the respective mechanisms of action with the law, is the responsibility of the Body responsible for the Regulation and Supervision of Public Procurement, pursuant to article 11 and of the respective Organic Statute.

ARTICLE 442

(Preparation and publication of Annual Hiring Plans)

1. Contracting Public Entities must prepare annual contracting plans for the types of contracts covered by this Law.

2. The annual procurement plans must be communicated to the Agency responsible for Regulation and Supervision of Public Procurement for the purpose of publication on the Public Procurement Portal.

ARTICLE 443

(Equivalence of the use of physical or electronic means)

The State must ensure the effective equivalence between the electronic processing of procedures and their processing on physical or paper.

ARTICLE 444

(Notifications and communications)

1. All notifications and communications between the Contracting Public Entity or the Procedure Evaluation Committee and interested parties, candidates, competitors, and the successful tenderer must be written and drafted in Portuguese and made by e-mail or other means of transmission written and electronic data, in case the Contracting Public Entity chooses the method of submitting applications and proposals in electronic format.

2. If the Contracting Public Entity chooses to submit proposals in paper form, the notifications and communications referred to in the preceding paragraph may be made by post, by registration with acknowledgment of receipt, by fax or by any other means of, demonstrably, get notifications and communications to interested parties.

3. For the purposes of the preceding paragraph, the communications of candidates or competitors may also be delivered directly to the department indicated by the Contracting Public Entity, against receipt.

ARTICLE 445

(Date of notifications and communications)

Notifications and communications are considered made:

a) On the date of the respective issue, when carried out by e-mail or other means of written and

electronic data transmission;

ARTICLE 446

(Deadline count)

1. The terms established in this Law are counted on working days, being suspended on Saturdays, Sundays and national holidays.

2. The deadlines set for the submission of applications and proposals are continuous, not suspended on Saturdays, Sundays and holidays.

ARTICLE 447

(Administrative transgressions)

The provision of unlawful facts and the respective punishment, as an administrative transgression, for infringement of the provisions of this Decree-Law, is regulated by the applicable general legislation.

ARTICLE 448

(Subsidiary law)

In everything that is not regulated in this Law, the other rules of administrative law and, in the absence of these, those of civil law, shall be applied, in the alternative.

ARTICLE 449

(Update of values)

1. It is incumbent upon the President of the Republic to modify the annexes of administrative acts to this Law.

2. The provisions of the previous number do not apply to the contents of Annex I, whose modification may be made in the Law that approves the General State Budget.

ARTICLE 450

(Time application)

This Law is applicable to public procurement procedures initiated after the date of its entry into force, as well as to the execution of contracts subsequent to them.

ARTICLE 451

(Repeal of legislation)

1. Law No. 9/16, of 16 June, Law on Public Contracts is revoked.

2. References to the revoked legislation, under the terms of the previous number, are considered to be made to the corresponding provisions of this law.

ARTICLE 452

Omissions resulting from the interpretation and application of this Law are resolved by the National Assembly.

ARTICLE 453

(Implementation)

This Law shall enter into force 30 days after the date of its publication. Seen and approved by the National Assembly, in Luanda, on 22 July 2020.

The President of the National Assembly, Fernando da Piedade Dias dos Santos.

Enacted and published on December 10, 2020.

The President of the Republic, João Manuel Gonçalves Lourenço.

ANNEX I

Table referred to in subparagraph d) of article 2, nos. The 2 and 3 of Article 24, paragraph 1 of Article 97, paragraph 2 of the article 99, the a) and b) of point 1 of article 107 Article 143, nos. the 1, 2 and 3 of Section 150, paragraph 4 of article 231, the article 429, the Article 430, article 431 and article 449 of the present Law.

Level	Limit Value (Kz)
1	18 000 000,00
2	36 000 000,00
3	72 000 000,00
4	146 000 000,00
5	182 000 000,00
6	300 000 000,00
7	500 000 000,00
8	1 000 000 000,00
9	2 000 000 000,00
10	3 000 000 000,00

ANNEX II

Model of communication for the opening of procedures referred to in paragraph 3 of article 32 of this law

To

Name of the body responsible for the regulation
and supervision of public procurement

Luanda

Initial Letter N °. ____/____/ 20____

Subject : Communication for opening procedure.

Under the terms of paragraph 2, article 32, of annex II of law n ° ____/____ of ____ of _____ public contracts law, we use the present to communicate the decision to open the procedures of the details of which we refer to below:

1. Contracting public entity data (CPE)

1.1. Designation (UO/OD): _____

1.2. Competent organ to authorise expenditure: _____

2. General information - Public procurement procedures.

2.1. Number of

☐

procedure: _____

2.2. Criterion for choice of procedure.

() Material

() Value

2.3. Type of contracting procedure.

() Limited Tender By Prior Qualification

() Limited Tender By Invitation

() Simplified Contracting Procedure

Other (Specify): _____

2.4 Procedure object details

2.5 Types of contracts:

- ☐ Public works contract
- ☐ Acquisition of movable property
- ☐ Acquisition of services
- ☐ Consulting services
- ☐ Rental of movable property
- ☐ Concession of public works
- ☐ Concession of public services
- ☐ Other (Specify) _____

2.6 Basic price/estimated value: _____

2.7 Start date for submission of proposals: _____

2.8 Deadline/deadline for proposal submission: _____

3. Contracting public entity data focal point.

Name: _____ Telephone: _____

Email: _____

4. Attachments

- ☐ Advertisement / Procedure Invitation
- ☐ Order of decision to hire / Constitution of the evaluation committee.
- ☐ Procedure program
- ☐ Specifications
- ☐ Others (Specify) _____

_____ In _____ to the _____ of _____ 20_____

(Designation of competent authority)

(Name)

ANNEX III

Procedures for the participation of foreign natural or legal persons, pursuant to the provisions of paragraph 1 of article 54 of this law.

Foreign natural or legal persons may apply or present proposals in procedures for the formation of contracts whose estimated value is equal to or greater than 500 000 000 00kz in the case of public works contracts, and to 182 000 000 00 kz in the case of rental or acquisition of movable property or services.

ANNEX IV

Model of public procedure opening announcement referred to in paragraph 1 of article 67 of this law

Public Tender n° _____

To _____ (Name of the CPD), makes it public, pursuant to the provisions of paragraph 1 of article 67 and annex vi, of the law n ° __/__, of ____ of _____. public contracts law, which is open to public tenders for _____ (identity the object of the tender)

1. Contracting public entity data

- 1.1. Designation: _____
- 1.2. Address _____
- 1.3. Location: _____
- 1.4. Province: _____
- 1.5. Telephone/Fax: _____
- 1.6. Email/URL: _____
- 1.7. Type of contracting entity and its main activities: _____
- 1.8. CPE is contracting on behalf of other entities ☐ Yes ☐ No

2. Contract information

- 2.1 Designation given to the contract: _____
- 2.2 Types of contract: ☐ Public works contract
☐ Acquisition of movable property
☐ Acquisition of services
☐ Consulting services
☐ Rental of movable property
☐ Concession of public works
☐ Concession of public services
☐ Other (Specify): _____
- 2.3 Place of realisation of works, delivery of goods or provision of services: _____
- 2.4 The Tender involves the drawing up of a public contract: ☐ Yes ☐ No
- 2.5 The Tender is open to the participation of foreign entities: ☐ Yes ☐ No
- 2.6 Brief description of the benefits covered by the contract: _____
- 2.7 Estimated contract value (if applicable): _____
- 2.8 Contract execution period: _____

3. Information regarding competitors and proposals

3.1 Qualification document: _____

3.2 Admission of variant proposals: ☐ YES ☐ NO

3.3 Provisional security requirement: () YES Value: _____
() NO

4. Adjudication criteria

() Lowest price

() Economically most advantageous proposal, taking into account the factors listed in the parts of the procedure

5. Process

5.1 Conditions for obtaining parts of the procedure:

5.1.1 Deadline for receiving requests for parts of the procedure or for accessing documents:

Date _____ Time _____

5.1.2 Price and conditions for obtaining parts of the procedure (if applicable):

Price _____ Conditions _____

5.2 Deadline for submission of proposals:

5.3 Bond amount: _____ % of the overall price of the proposal

6. Additional information

6.1 Address and point of contact where additional information can be obtained as well as parts of the procedure and proposals sent:

6.1.1. Official Designation: _____

6.1.2. Address: _____

6.1.3. Location: _____

6.1.4. Province: _____

6.1.5. Telephone/Fax: _____

6.1.6. Email/URL _____

_____ In _____ to the _____ of _____ of 20____

(Designation of competent authority)

(Name)

ANNEX V

Model of communication for the opening of procedures referred to in paragraph 2 of article 96 of this law

To

Name of the body responsible for the regulation and supervision of public procurement

Luanda

Initial Letter N °. ____/____/20____

Subject : Communication for opening procedure.

Under the terms of paragraph 2, article 32, of annex II of law n ° ____/____ of ____ of _____ public contracts law, we use the present to communicate the decision to open the procedures of the details of which we refer to below:

1. Contracting public entity data (CPE)

1.1 Designation: _____

1.2 Address: _____

1.3 Location: _____

1.4 Province: _____

1.5 Telephone/Fax: _____

1.6 Email/URL: _____

1.7 CPE is contracting on behalf of other entities () YES () No

2. Object of the contract

2.1 Designation given to the contract by the CPD:

2.2. Description (brief description of the services covered by the contract):

2.3 Types of contracts:

() Public works contract

() Acquisition of movable property

() Acquisition of services

() Consulting services

() Rental of movable property

() Concession of public works

() Concession of public services

() Other (Specify): _____

2.4 Total price of the awarded proposal(including lots and options) _____

2.5 Currency:_____

3. Public procurement procedure

3.1 Procedure choice criteria:

☐ Value

☐ Material

3.2 Type of procurement procedure.

a) ☐ Public tender

b) ☐ Limited contest by previous qualifications

c) ☐ Limited contest by invite

d) ☐ Simplified hiring procedures

e) ☐ Other (Specify) _____

3.3 Advertisement in cases a) and b) and B of point 3.2:

Advertisement publication date: _____

Place of publication of Advertisement:

☐ Diário da República

☐ Public contracting portal

☐ Large circulation newspaper

☐ Other (Specify):_____

3.4 Invitation in the cases c) and d) of point 3.2:

Indicate the date of sending invitations:_____

Number of invited entities:_____

3.5 Were there division of lots in the chosen public procurement procedure? ☐ YES ☐ NO

3.6 Adjudication criteria:

☐ Lowest price

☐ Most economically advantageous tender, taking into account:

Factors

Ponderation

1st _____

2nd _____

3rd _____

4th _____

3.7 Number of received proposals

3.8 Was a proposal negotiation phase adapted? ☐ YES ☐ NO

3.9 Was an electronic auction held? () YES () NO

4. Adjudication of the contract proposal

4.1 Adjudication date: _____

4.2 Adjudication information: _____

4.2.1 Name / Designation Information: _____

4.2.2 Address: _____

4.2.3 Location: _____

4.2.4 Province: _____

4.2.5 Country: _____

4.2.6 Email: _____

4.2.7 Telephone: _____

4.2.8 URL: _____

4.2.9 NIF (Tax N°): _____

4.3 The successful bidder is registered in the state's supplier registry? () YES () NO

4.4 Number of record / Protocol: _____

5. Additional information

5.1 The contracting protocol is related to a PIP project? () YES () NO

5.2 If so, refer to the projects or programs: _____

5.3 Additional information (If applicable): _____

With no other issue at the moment, I subscribe with best regards.

_____ In _____ to the _____ of _____ of 20____

(Designation of competent authority)

Name

ANNEX VI

Model of public procedure opening announcement referred to in paragraph 1 of article 117 of this law

Public Tender n.º _____

To _____ (Name of the CPD), makes public, pursuant to the provisions of paragraph 1 of article 117 and annex vi, of law n.º ____/____, of ____ of _____. public contracts law, which is open to public tenders for-
_____ (identity the object of the tender)

1. Contracting public entity data (CPE)

1.1 Designation: _____

1.2 Address: _____

1.3 Location: _____

1.4 Province: _____

1.5 Telephone/Fax: _____

1.6 Email/URL: _____

1.7 Type of contracting entity and its principal activities: _____

1.7 CPE is contracting on behalf of other entities () YES () No

2. Information relating to contract

2.1 Designation given to the contract by the CPD: _____

2.2 Type of contract:

- () Public works contract
- () Acquisition of movable property
- () Acquisition of services
- () Consulting services
- () Rental of movable property
- () Concession of public works
- () Concession of public services
- () Other (Specify): _____

2.3 Place of realisation of works, delivery of goods or provision of services: _____

2.4 The tender involves the drafting up of a public contract: () YES () NO

2.5 The tender is open to the participation of foreign entities: () YES () NO

2.6 Brief description of the instalments covered by the contract: _____

2.7 Estimated contract value (if applicable): _____

2.8 Contract execution period: _____

3. Information regarding candidates.

3.1 Minimum technical capacity requirements: _____

ANNEX VII

List of social services and cultural services that may participate reserved procedures referred to in paragraph 1 of article 177

1. Administrative services in the areas of:
 - a) Education;
 - b) Health.
2. Domestic services.
3. Education Services:
 - a) Preschool;
 - b) Literacy and adult education.
4. Tutorial services.
5. Social action services and community health services.
6. Library, files, museum services and other cultural services.
7. Sport Services.
8. Services provided by membership organisations of a social or youth nature.

ANNEX VIII

Models for accepting the jurisdiction of institutionalised arbitration centre referred to in article 341

1. Model provided for in subparagraph B of paragraph 2 of article 341, to be included in the procedure program:
 - The (official designation of the contracting public entity) accepts the jurisdiction of the institutionalised arbitration centre (designation and identification of the institutionalised arbitration centre) for the resolution of any dispute concerning this contract, following the respective regulations, namely when in the respective manner of constitution and procedural regime.
2. Model provided for in subparagraph A of paragraph 2 of article 341, to be included in the procedure program:
 - The interested party agrees to submit the resolution of any dispute concerning the contract to be signed or aspects concerning its execution to the institutionalised arbitration centre (name and identification of the institutionalised arbitration centre), including the aspects resulting from the pre-contractual procedure that gave rise to it , under the terms of the respective regulations.
3. Model provided for in subparagraph B of paragraph 2 of the article 341, to be included in in the specifications and in the contract:

The parties to the contracting parties agree to assign the competence for the resolution of disputes relating to the contract to the institutionalised arbitration centre (name and identification of the institutionalised arbitration centre).