



**Tender Specifications RWA21001-10029  
of August 2023**

**Public contract for the “SUPPLY AND  
INSTALLATION OF VIDEO  
CONFERENCING EQUIPMENT”**

**Open procedure**

**Country: RWANDA**

**Navision code: RWA2100111**

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# 1 General remarks

## 1.1 Derogations from the General Implementing Rules

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate from Article(s) 25-33 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

## 1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, Enabel is represented by **Mr Dirk Deprez, Resident Representative of Enabel in Rwanda.**

## 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International

<sup>1</sup> Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

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Labour Organization<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## 1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

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<sup>4</sup> <http://www.ilo.org/ilolex/french/convdsp1.htm>.

<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> Belgian Official Gazette 27 June 2017.

## 1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor/ supplier: The tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Rwanda;

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document, in a public supply or service contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013, establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the public contract.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Processor (subcontractor) in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **1.6 Confidentiality**

### **1.6.1 Processing of personal data**

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

### **1.6.2 Confidentiality**

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

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

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

## **1.7 Deontological obligations**

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public contracts for Enabel.

1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (ILO), namely the

conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

## **1.8 Litigation management and competent courts**

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. The tenderer can address an e-mail to [complaints@enabel.be](mailto:complaints@enabel.be) cfr. <https://www.enabel.be/content/complaints-management>.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter (see point 4.16 Disputes).

## 2 Subject-matter and scope of the public contract

### 2.1 Type of contract

This public contract is a supplies contract (purchase).

### 2.2 Subject-matter of procurement

This public contract consists in “**SUPPLY AND INSTALLATION OF VIDEO CONFERENCING EQUIPMENT**”, in conformity with the conditions of these Tender Specifications.

*CPV Code: 39153000-9*

### 2.3 Lots<sup>9</sup>

*(Articles 2, 52° and 58 of the Law and Articles 49 and 50 of the Royal Decree on Awarding.)*

This public contract is not divided in lots, as its about same items with their accessories.

### 2.4 Items

This contract consists of different items which are detailed in the technical specifications **(see also point 5 “Technical specifications”)**

These items are pooled and form one single contract/tender. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the tender/ contract.

### 2.5 Duration of the public contract<sup>10</sup>

This contract starts upon award notification and end at the final acceptance of deliveries.

### 2.6 Variants

Each tenderer may submit only one tender. Variants are forbidden.

### 2.7 Option

Options are not permitted.

### 2.8 Fixed blocks / conditional blocks

*(Art. 57 of the Law)*

This public contract is divided into one fixed block and more conditional blocks. Although the conclusion of the public contract covers the whole of the contract, it commits the contracting authority only for **the fixed block**.

The execution of each conditional block is subject to a decision of the contracting authority brought to the attention of the successful tenderer via a letter signed by the contracting authority. The fixed blocks are described in the Technical Specifications.

### 2.9 Quantities

The quantities are determined in the technical specifications/Tender.

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<sup>10</sup> Please note: duration of the contract not to be confused with the period of performance.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance 36 of the Law of 17 June 2016 via an open procedure.

### 3.2 Publication

#### 3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

#### 3.2.2 Additional publication

These Tender Specifications are posted on the website of Enabel ([www.enabel.be](http://www.enabel.be)).

The contract notice is advertised through the OECD website<sup>11</sup> and in Local newspapers: Job In Rwanda and NewTimes.

### 3.3 Information

The awarding of this contract is coordinated by **Ms. Françoise MUSHIMIYIMANA, National Expert in Contracting and Administration - ECA**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

**Until 18<sup>th</sup> September 2023 inclusive** (15 days before the submission date), tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to:

**Ms. Françoise MUSHIMIYIMANA**  
**National Expert in Contracting and Administration –**  
**ECA Enabel in Rwanda**  
[françoise.mushimiyimana@enabel.be](mailto:françoise.mushimiyimana@enabel.be)

Cc to:

**Oliver UWANTEGE, Business analyst-e-health**  
[oliver.uwantege@enabel.be](mailto:oliver.uwantege@enabel.be)  
and

**Mr. Evariste SIBOMANA**  
**Contract officer Enabel in Rwanda**  
[evariste.sibomana@enabel.be](mailto:evariste.sibomana@enabel.be)

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as of not later than 10 calendar days before the final date for reception of tenders.

<sup>11</sup> If the estimated value of procurement exceeds EUR 150 000.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The procurement documents can be consulted free of charge at the following internet address:

- [www.enabel.be](http://www.enabel.be)

To be able to submit a tender in full knowledge of the facts, the tenderer may visit the above-mentioned sites

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail.

To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information. Bidders who have downloaded the tender documents are also advised to consult Enabel website ([www.enabel.be](http://www.enabel.be)).

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

### **3.4 Tender**

#### **3.4.1 Data to be included in the tender**

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tender of the Bidder will consist of, **but not limited** to the physically separate sections (see point 6 “Forms”) and

- The financial proposal (using the bid Price form in the tender document);
- The technical proposal (using the technical specification table) .

The tenderer **must** use the tender form in annexes (see point 6 “Forms”). In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

**By submitting a tender, the Bidder automatically renounces to his own general or specific sales conditions.**

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

#### **3.4.2 Period the tender is valid**

The tenderers remain bound by their tender for a period of 120 calendar days from the tender reception deadline date (opening date).

#### **3.4.3 Determination of prices**

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

This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually ordered and supplied.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

#### **3.4.4 Elements included in the price**

*(Art. 32 Royal Decree of 18 April 2017)*

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

The following are in particular included in the prices:

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

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

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

4° assembly and taking into operation

5° training required for operation

6° where applicable, the measures imposed by occupational safety and health legislation

7° customs and excise duties

All prices are **DDP (Delivery Duty Paid)** add as appropriate (INCOTERMS 2010 International Chamber of Commerce <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>).

The supplier is therefore responsible and assumes responsibility for the entire process of delivering and final unloading of supplies to the final destination as well as its installation.

#### **3.4.5 How to submit tenders?**

Pursuant to article 14, §2, 1 °, 2 ° and 3 ° of the law of 17 June 2016 on public contracts, the transmission and reception of bids must be carried out by using transmission by postal service or any other appropriate portage service.

The bid will be drawn up in **3 copies**, one copy of which will mention “**original**” and the two other copies of which will mention “**copy**”.

**The identical soft copy MUST also be submitted in one or more PDF files on a USB stick.** Without prejudice to any variants, each Bidder may only submit one bid per contract.

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**BID**”, the tender documents number (**RWA21001-10029**) and the Navision code (**RWA2100111**)– Opening of tenders **on 3rd October 2023**.

The bid must be received **before 3<sup>rd</sup> October 2023 at 10:00 AM Kigali time**. It must be sent to:

**Ms. Françoise MUSHIMIYIMANA**  
**Enabel Rwanda**  
**KN 67 ST, n°10**  
**SORAS TOWERS, Wing A, 6<sup>th</sup> Floor**  
**Kigali, Rwanda**

a) Either by Post (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a stumped and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 08:00 AM 12:30 AM and from 01:30 PM to 05:00 PM. All times are in the time zone of the country of the Contracting Authority (Kigali time).01

**Any bid must arrive before the final submission date and time. Bids that arrive late will not be accepted (Art. 83 of the Royal Decree of 18 April 2017).**

The contracting authority draws the attention of tenderers to the fact that sending an offer by email does not meet the conditions of art. 14 § 6 and 7 of the law of June 17, 2016.

The contracting authority reminds that a **scanned written signature** is not an admissible electronic signature.

### **3.4.6 Change or withdrawal of a tender that has already been submitted**

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

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

### **3.4.7 Opening of Tenders**

*Article 83-84 of the Royal Decree of 14 April 2017*

The tenders must be in the possession of the contracting authority **before 3<sup>rd</sup> October 2023 at 10:00 AM**. The tender opening is open to the public.

The tender opening session will take place at the address given above for the submission of tenders.

**Date: 03/10/2023**

**Hour: 10:30 AM Kigali time**

**Address:**

**SORAS TOWERS 6th Floor, Wing A  
10, KN 67 ST  
BP 6089 Kiyovu-Kigali  
T +250(0)252 280 300 159  
[www.enabel.be](http://www.enabel.be)**

## 3.5 Selection of tenderers

*Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding*

### 3.5.1 Exclusion grounds

*Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18.04.2017*

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

**By signing and submitting the declaration on honour – exclusion criteria (point 6.3) enclosed in the annex to these Tender Specifications along with his tender**, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 – 70 of the Law of 17 June 2016 and the Articles 61 – 64 of the Royal Decree of 18 April 2017.

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

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

**Conflicts of interest - Revolving doors** (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

### 3.5.2 Selection criteria

Moreover, by means of the documents requested below in the selection file (**point 6.5 and 6.6**), the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

**Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.**

The minimum required profile for the supplier/company will also be analysed at the selection stage.

**The bidders who will not meet the minimum requirements on the required profile, will not be selected for the award stage.**

#### Minimum requirements:

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- Have at least 5 years' experience in the business of Supplying IT and/or electronic equipment or related supplies
- Have performed at least 2 similar assignments (Supply of video conferencing equipment or related supplies) in the past 5 years (proven by related certificates of good completion or other relevant documents).

### **3.5.3 Modalities relating to tender examination and regularity of the tenders**

*Art. 75-76 of the Royal Decree of 18 April 2017*

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

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- 1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;
- 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, alinéa 1er, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;
- 4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

### **3.5.4 Award criteria**

*Article 81-82 of the Law of 17 June 2016*

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

#### **Criteria 1: Award on the basis of the price:**

##### **Criteria 1: Prices: 60 %**

The total prices taxes inclusive (DDP in euro) will be taken into account for the comparison of the bids.

The following formula will be used:

Score bid A = Total prices of lowest bid \* 60

Unit price of bid A

**Criteria 2: Quality and technical value of the supplies: 20%**

With regards to the 'quality and the technical value' criterion, the best tender obtains the maximum of the points for the criterion, whereas the other tenders are graded in function of their relative distance from the best tender as follow:

- **Any bid with missing information on some of the required technical specifications will be considered as irregular proposal.**
- **Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the equipment), a cumulation of more than 10 deviations will lead to irregularity of the proposal,**
- **The bid complying with the minimum requirements will score at 15%**
- **The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 5 points.**

**Criteria 3: Maximum Delivery period: 10 %**

The delivery period (in calendar days) will be taken into account for the comparison of the bids. (Maximum delivery period of 90 calendar days, beyond the maximum period the bid will be considered as irregular)

The following formula will be used:

$$\text{Score bid A} = \frac{\text{shortest delivery period} * 10}{\text{Delivery period of bid A}}$$

**Criteria 4: After-sales services and technical assistance (warranty period): 10 %**

The After-sales services and technical assistance (in number of calendar months) after provisional reception of the purchased items, will be taken into account for the comparison and award of the bids. (The minimum warranty period should be at least 1 year -below the minimum the bid will be considered irregular).

The following formula will be used:

$$\text{Score bid A} = \frac{\text{Longest After-sales services and technical assistance period} * 10}{\text{After-sales services and technical assistance period of bid A}}$$

**3.5.4.1 Final score**

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

**3.5.4.2 Awarding the public contract**

*Article 36 and 81-82 of the Law of 17 June 2016*

The tender will be awarded to the tenderer who has submitted the most economically advantageous tender.

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contracts, either redo the procedure, if necessary, through another award procedure in accordance with Article 58 §1, third paragraph.

### **3.5.5 Concluding the public contract**

#### *Article 88 of the Royal Decree on Awarding*

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is by a letter against confirmation of reception or by any other electronic means in as far, in the latter case, there is a confirmation of reception.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with the following documents:

- These Tender Specifications and its annexes;
- if any, minutes of the information session or clarifications and/or the addendum to the Technical Specifications,
- The approved tender of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

## 4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR' or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications do not derogate from Article(s) 25-33 of the General Implementing Rules the GIR.

### 4.1 Use of electronic means (art. 10)

The adjudicator "authorizes / imposes" the use of electronic means for the exchange of written documents, with the exception of the bid (submission). Whether electronic means are used or not, communications, exchanges and storage of information take place in such a way as to ensure that the integrity and confidentiality of the data are preserved.

### 4.2 Managing official (Art. 11)

The managing official is **Mrs Oliver UWANTEGE**, e-mail: [oliver.uwantege@enabel.be](mailto:oliver.uwantege@enabel.be)

The managing official is responsible for the follow-up of the performance of the contract.

Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under 'The contracting authority'.

Under no circumstances is the managing official allowed to modify modalities (e.g. performance period) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void. For such decisions the contracting authority is represented as stipulated under 'The contracting authority'.

### 4.3 Subcontractors (Art. 12 to 15)

The fact that the successful tenderer (or supplier) entrusts all or part of its commitments to subcontractors does not release its liability towards the contracting authority. The latter does not recognize any contractual link with these third parties.

The successful tenderer/supplier remains, in any case, the only person liable towards the contracting authority. The supplier commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

When the supplier uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are

imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

#### **4.4 Confidentiality (Art. 18)**

Knowledge and information obtained by the contractor, including any persons responsible for the mission and another person involved in this public contract, are strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

All parties directly or indirectly involved are therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer or contractor undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. »

#### **4.5 Personal data protection**

##### **4.5.1. Processing of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the

protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

#### **4.5.2. Processing of personal data by the contractor**

Where during contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor - Article 28 §3 of the GDPR.

### **4.6 Intellectual property (Art. 19 to 23)**

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

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

## 4.7 Performance bond (Art. 25 to 33)

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance guarantee may be constituted either of cash or of public funds or may take the form of a collective performance guarantee. The performance guarantee may also take the form of a bank guarantee (see “Model of Proof of bank guarantee”) issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions (BANK GUARANTEE),

**By way of derogation from Article 26** the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution (Bank guarantee). The tenderer mentions the name and address of this institution in the tender,

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible:  
[https://finances.belgium.be/sites/default/files/o1\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/o1_marche_public.pdf)

(PDF, 1.34 Mo), and forward it by e-mail to [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@minfin.fed.be)

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution.

Such proof is provided, as appropriate, by submission to the contracting authority of:

1. the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
2. a debit notice issued by the credit institution; or
3. the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
4. the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
5. the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

**Request by the contractor for the acceptance procedure to be carried out:**

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

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

## **4.8 Conformity of performance (Art. 34)**

The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

## **4.9 Changes to the public contract (Art. 37 to 38/19)**

### **4.9.1 Replacement of the supplier (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new supplier may replace the supplier with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The supplier submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new supplier's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial supplier remains liable to the contracting authority for the performance of the remainder of the contract.

### **4.9.2 Revision of prices (Art. 38/7)**

For this contract, price revisions are not permitted.

### **4.9.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)**

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the supplier is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

**The supplier** has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at

least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;

- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the supplier or the contracting authority would normally have become aware of them, the supplier reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

#### **4.9.4 Unforeseeable circumstances**

As a rule, the supplier is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

#### **4.9.5 Terms of introduction (Art. 38/14)**

The contracting authority or the successful tenderer who wishes to rely on one of the review clauses, as referred to in Articles 38/09 to 38/12, must disclose the facts or circumstances on which it is based, in writing within 30 days of their occurrence or of the date on which the successful tenderer or the contracting authority should normally have known of them.

### **4.10 Preliminary technical acceptance (Art. 41 -42)**

Products may not be used if they have not been accepted by the managing official or his or her representative.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the supplier, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the supplier replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building supplier will be considered not having been made. A new request is made when the product is fit for acceptance.

### **4.11 Performance modalities (Art. 115 et seq.)**

#### **4.11.1 Partial orders (Art. 115)**

Not applicable

#### **4.11.2 Deadlines and terms (Art. 116)**

The supplies must be delivered within maximum 90 calendar days, **or within a better period proposed by the bidder**, as from the day following the date on which the supplier received the contract conclusion notification letter. The closure of the supplier's business for annual holidays is included in this calculation.

#### **4.11.3 Quantities to be supplied (Art. 117)**

The public contract's minimum quantities are mentioned under 'Quantities'.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

#### **4.11.4 Delivery modalities (Art. 118)**

The supplies will be delivered at the following address:

**Rwanda Food and Drugs Authority (RFDA)**  
**Nyarutarama Plaza,**  
**KG9-AvenueAve,**  
**Kigali – Rwanda**

#### **4.11.5 Packaging (Art. 119)**

Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

#### **4.11.6 Inspection of the supplies delivered (Art. 120)**

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance on the premises of the contracting authority at the address mentioned on 4.12.4 counts as complete provisional acceptance,

Acceptance implies the transfer of ownership and of risks of damage and loss.

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

#### **4.11.7 Gender equality**

In accordance with article 3, 3 ° of the law of January 12, 2007 "Gender Mainstreaming", public contracts must take into account any differences between women and men (the gender

dimension).

The successful tenderer must therefore analyze, depending on the area concerned by the contract, whether there are any differences between women and men. As part of the performance of the contract, it must therefore take into account the differences noted. Communication should fight against sexist stereotypes in terms of message, image and language, and take into account the differences in the situation between women and men in the target audience.

#### **4.11.8 Zero tolerance Sexual exploitation and abuse**

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

#### **4.12 Liability of the supplier (Art. 122)**

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

#### **4.13 Means of action of the contracting authority (Art. 44-51 and 123-126)**

The supplier's default is not solely related to performance as such but also to the whole of the supplier's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the supplier to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the supplier for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the supplier hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

##### **4.13.1 Failure of performance (Art. 44)**

§1 The supplier is considered to be in failure of performance under the public contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the public contract, including the non-observance of

orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the supplier by registered mail.

The supplier must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the supplier render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

#### **4.13.2 Fines for delay (Art. 46 and 123)**

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

#### **4.13.3 Measures as of right (Art. 47 and 124)**

§1 When, upon expiry of the term given in Article 44, §2, the supplier has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the supplier has explicitly recognised the defects detected.

§2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

### **4.14 End of the public contract**

#### **4.14.1 Acceptance of the products delivered (Art. 64-65 and 128)**

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the supplier.

When the supplies will be delivered before or after this date, it is the responsibility of the supplier to inform them by registered mail or electronic mail, ensuring in an equivalent manner the date of dispatch to the managing official and to ask, at the same time, to proceed to reception. Within thirty days of the date of receipt of the suppliers' request, a report of receipt or refusal of receipt is drawn up, as the case may be.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's accepting the goods stored for delivery. The managing official who will carry

out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

In this contract, the following acceptances are provided for:

#### **Provisional acceptance**

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture.

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty (30) days,

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

#### **4.14.2 Transfer of ownership (Art. 132)**

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

#### **4.14.3 Guarantee period (Art. 134)**

The warranty period commences on the date on which provisional acceptance is given. It lasts **minimum 1 year (12 months)** or **a better period proposed by the bidder** (in number of months which will be mentioned in the bid of the supplier)

#### **4.14.4 Final acceptance (Art. 135)**

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

#### **4.14.5 Final acceptance (Art. 135)**

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

In addition to the legal warranty against hidden defects, the supplies are guaranteed for **a period indicated in the successful bidder's Proposal** from the date of provisional acceptance.

During that time, at his own expense, the supplier repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by himself or third parties.

A new warranty of a period indicated in the successful bidder's proposal applies to repairs and supplies or services delivered as a replacement. Final acceptance occurs after the warranty period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

#### **4.14.6 Acceptance costs**

When drawing up his tender, the tenderer shall take into account the applicable acceptance costs, if any.

#### **4.14.7 Invoicing and payment of services (Art. 66 to 72 – 160)**

The amount owed to the supplier must be paid within 30 calendar days with effect from the reception by the contracting authority of a valid invoice accompanied by the acceptance report.

The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

**Attention to SAMUKANGE Washington**

**Belgian Development Agency  
Soras Towers 6<sup>TH</sup> Floor, Wing A  
67 KN, 10 ST  
PO. Box 6089  
Kiyovu  
Kigali**

The invoice will mention:

- **“Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)”;**
- the name of the contract: **“Supply and installation of conferencing equipment”**
- the reference of the tender documents: **“RWA21001-10029”**.
- the Navision code: **“RWA2100111”**.
- the name of the contract manager: **“Mrs. Oliver UWANGEGE”**.

The invoice shall be in **euros**.

Only delivery that has been performed correctly may be invoiced.

The amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

**No advance may be asked by the supplier and the total payment (100%) is made after provisional acceptance of the delivery.**

#### **4.15 Modifications to the contract (Art. 37-38 and 121)**

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

- 1° the scope of the contract remains unaltered.
- 2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

#### **4.16 Litigation (Art. 73)**

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The supplier indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Belgian development agency - Enabel

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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

## 5 Technical specifications

### 5.1 General conditions

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the ‘**Technical Sheets**’.

The tenderer attaches the following to his tender:

- The duly completed technical forms of the supplies to be delivered
- The certificates and attestations of origin of the supplies which must be delivered at the same time as the supplies
- A working drawing or photographs of the Supplies (inside and out), at least the documentation relating to the Supplies (brochure, technical documentation and so forth).

The brochure and/or technical documentation provided should clearly indicate the models offered and the options included, if any, to see the exact configuration. It must be sufficiently clear to permit a comparison between the required specifications and the proposed specifications.

**Tenderers that fail to identify and mention on their proposals the proposed models and to respond to all required specifications will be rejected.**

The brochure and/or technical documentation to be enclosed by the tenderer will be numbered and must include:

- The number of the item (according to the numbering in the detailed schedules);
- The item description (in accordance with the designations in the detailed schedules);
- The brand and model.
- The proposed item specifications.
- The quality standards with regard to the proposed item.

The brochure and/or technical documentation must include photos provided by the manufacturer or the representative of the equipment manufacturer. The operator/service manual for each equipment will be written in English and/or in French and delivered with the supplies.

### 5.2 Background and Context

Enabel is the Belgian development agency. It implements Belgium’s governmental cooperation policy. The agency also works for other national and international donors. With its partners in Belgium and abroad, Enabel offers solutions to address pressing global challenges - Climate Change, Urbanization, Human Mobility, Peace and Security, Economic and Social Inequality - and to promote Global Citizenship. Enabel in Rwanda has currently the largest portfolio of support for the health sector. With a focus on the health sector, ENABEL through its project KWIGIRA is assisting the government of Rwanda to the strengthening of the national systems and institution to improve access to quality medicines, vaccines, and health products in a human right based approach. This includes the principles of availability, sustainability, accessibility, and acceptability. It allows for a comprehensive approach including regulation and quality control, innovation, research and development and facilitation of economic development.

Rwanda Food and Drugs Authority (FDA) is a government agency with a mandate to protect public health by regulating Human and Veterinary medicines, vaccines and other biological products, processed foods, poisons, medicated cosmetics, medical devices, household chemical substances, tobacco & tobacco products and conduct of clinical trials. The Rwanda FDA’s vision

is to become a world class regulatory Authority effectively protecting and promoting public health. Rwanda FDA is also working towards achieving World Health Organization (WHO) Maturity Level 3 (ML3), and this require agency to set up a digitalization standard level that includes the setting up of an integrated video conferencing system that will set up time and improve provisioning for video conference requests, enhance communications, improve productivity and increase of efficiency. ENABEL through its project KWIGIRA is implementing conferencing facilities for partner Rwanda Food and Drugs Authority (FDA) meeting rooms.

The aim is to promote the use of conferencing facilities through the implementation of effective IT tools and services, including among others, ensuring that the conference rooms have:

1. High quality of in-room sound system,
2. Enhanced teleconferencing tools,
3. Capability to use web-desktop conferencing applications,
4. Effective video conferencing solutions.

### **5.3 Scope of Work**

The project proposal includes supply installation of video conference equipment for four (4) meetings rooms. We are seeking to deploy a multipurpose digital infrastructure with conferencing and collaboration solution for Rwanda FDA conference rooms that will enable enhanced teleconferencing, AV & Presentation, video conferencing, use of cloud-based conferencing (Webex, ZOOM and Microsoft Teams), use of web-desktop conferencing (audio and video), and meeting rooms with quality audio.

The multipurpose infrastructure with conferencing and collaboration solution must be closely working with virtual meeting platforms (Webex, Microsoft Teams, ZOOM, standard web browser and Skype etc.). The solution must also bring the touch-screen simplicity experience to conference rooms, enhance better usability of conference rooms through shift towards self-service, and eliminate the use separate remote controls and unnecessary on-demand tasks of connecting devices during the conferencing sessions.

The vendor will ensure that the infrastructure conferencing solution provided is of high-quality solution that works within the current Computing Environment.

The vendor must assume responsibility for the following.

- Supply, Install, Configuration and testing of equipment and materials listed under the technical specification and offer.
- Assessment of the technical requirements for audio and video system configurations,
- Training on new product(s), and transfer of knowledge to technical staff.
- Troubleshooting technical issues and management of the implementation of new product(s).
- Integration of unique hardware or software.
- System Acceptance testing.

## 5.4 Delivery

The goods are to be delivered within the maximum period of 90 calendar days (**or a better delivery period to be proposed by the bidder**). The proposed and approved delivery period is binding for the tenderer and starts from the reception date of the award notification letter. The goods/Supplies shall be delivered at the following addresses:

No	For:	At the attention of:	Address:
1	Enabel Rwanda /RFDA	Mrs. Oliver UWANTEGE	Rwanda Food and Drugs Authority (RFDA) Nyarutarama Plaza, KG9-AvenueAve, Kigali – Rwanda

## 5.5 Installation and commissioning

Where applicable, the supplier will ensure the installation and commissioning of the delivered Supply, in consultation with the contract manager and his delegates.

## 5.6 After-sales service (a commitment letter to be provided in the bid)

By submitting his tender, the tenderer certifies that he commits to:

- Maintaining and repairing the supplies, through **a separate contract**, either by his own services or through his legal Representatives, upon expiration of the warranty period

## 5.7 Detailed Technical specifications

**Tender title: SUPPLY AND INSTALLATION OF CONFERENCING EQUIPMENT**

**Reference: RWA21001-10029**

### **General description**

The product must be new, modern in every detail and produced in series. The unit should be manufactured in accordance with state-of-the-art technology, based on the raw materials of the best quality.

The product should be free from any defects in workmanship or design defects which might affect appearance, performance, strength and durability. The product must be safe and reliable while in operations and meet relevant legislation and applicable standards in Rwanda.

Columns 1 & 2 **should be completed by the Contracting Authority**

Columns 3&4 **should be completed by the Bidder**

Column 5 **is reserved for the evaluation committee**

The Bidders are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the Bidder),
- Column 3 is to be filled in by the Bidder and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the Bidder to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate **(highlight, mark)** the models offered, so that the evaluators can see the exact configuration.

**Offers that do not permit to precisely identify the models and the detailed specifications, might be rejected by the evaluation committee.**

**The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.**

### **Notice**

The bidder shall provide a **colored catalog** with pictures for all items.

It shall **only** come from **the manufacturer**

Any information provided in the bidder's response **should be identified in the catalog**

**Other services related to the installation and commissioning included in the unit price**

Full installation of the equipment when applicable, Provided for main items:

1 User Manual in French or English (F/E)

1 Technical Manual in French or English (F/E)

Training of users on-site shall be provided by the manufacturer or a certified Engineer of the supplier without any charge to the users.

Training of Maintenance staff shall be provided by the supplier without any supplementary charge.

**Catalogue/ data sheet of the proposed product from the manufacturer.**

- Clear and readable brochures or download printout must accompany the proposed items if applicable. All brochures should include technical specifications, picture, **and manufacturer's contact details for cross-reference.**
- Proposed Items must be clearly marked/ highlighted in **the relevant brochure.**

State the page and where applicable the catalogue code, for ease of reference. **Failure to mark the item in the brochure will result in disqualification for that particular product/ item.**

**Please Give complete answers to the specification in the bidders' response column provided. And avail a soft copy of the specification.**

**The following words or statements in answering to the specifications are not sufficient, and might lead to the disqualification from further evaluation stages, for that particular item:**

i)	Tick (√)	
ii)	Yes	
iii)	As per specifications.	
iv)	Complies	
v)	Compliant	
vi)	As specified	
ix)	Copy and paste technical specifications of this document	

***Wherever the bidder's response needs technical explanation as well as commitment, the bidder shall respond in writing with office seal/ stamp and signature with date...***

## Detailed technical specifications

FIRST (1 <sup>st</sup> ) FLOOR					
Item	Technical Specifications	Quantity	Bidder's response to the tender specifications	Notes, remarks or clarifications, reference to documentation	Evaluation committee's notes
1. DISPLAY SCREEN 81 inch	<b>Diagonal:</b> 81"	1			
	<b>Width:</b> Minimum 1919mm				
	<b>Resolution:</b> at least 5120 x 2160 60Hz				
	<b>Orientation:</b> Landscape, Portrait				
	<b>Contrast Ratio:</b> at least 4000:1				
	<b>Brightness:</b> at least 600 cd/m <sup>2</sup>				
	<b>Response Time:</b> at least 8ms				
	Aspect ratio: atleast 21:9				
	<b>Displays:</b> Anti-glare, IPS LCD with local dimming, bezel-less metal-mesh capacitive with 20 simu touch points				
	<b>Viewing angle:</b> at least 178° H/V				
	<b>Inputs:</b> Minimum displayPort:1.4 In, 2x HDMI 2.0 In, USB-C with 65W PD output				
	<b>Outputs:</b> Minimum DisplayPort 1.4 Out				
	<b>Speaker:</b> at least 2 x 15W				
	<b>Typical Power consumption:</b> Maximum 300 W				
	<b>HDCP Support:</b> at least 2.2 complaint				
	<b>Audio:</b> Atleast 3.5mm audio jack cable				
	<b>Data:</b> atleast 2.0 USB type-A to serial RS-232 adapter				
	<b>OPS interactive:</b> atleast compatibility with i7, Iris Xe Graphics, 16GB DDR4, Wi-Fi, Bluetooth, Type-C				
	<b>Application:</b> Support launch Teams, Meet or Zoom meetings with calendar integration				
	<b>Warranty:</b> Minimum one (1) year of free usage.				
2. CONFERENCE SYSTEM BAR	<b>VIDEO STANDARDS AND PROTOCOLS</b>	1			
	<b>Video protocols:</b> support H.264 AVC, H.265, H.239, H.264 High Profile				
	<b>Video Input:</b> Minimum 1x HDMI				

	<b>Video Out:</b> Minimum 2x HDMI and Touch displays compatible				
	<b>PEOPLE VIDEO RESOLUTION:</b> atleast 4K (3840 x 2160)				
	<b>CONTENT VIDEO RESOLUTION</b>				
	<b>Input:</b> atleast 3840 x 2160 ultra-HD or UHD				
	<b>Output:</b> atleast 3840 x 2160 UHD				
	<b>CAMERA</b>				
	<b>Camera sensor:</b> Up to 121° DFOV, 110° HFOV				
	<b>Digital zoom:</b> atleast 215 5x				
	<b>Resolution:</b> atleast UHD 2160p (4K)				
	<b>AUDIO</b>				
	<b>Technology:</b> Support NoiseBlockAI and Acoustic Fence technology				
	<b>AUDIO INPUT</b>				
	<b>Microphones:</b> atleast 3x MEMS and plus 2x 2nd order microphones				
	<b>Audio input:</b> atleast 1x HDMI				
	<b>Line-in:</b> atleast 1x 3.5 mm				
	<b>AUDIO OUTPUT</b>				
	<b>Stereo speakers Power Handling:</b> atleast 40 W (8 ohm) / 20 W - 10 W - 5 W - 2.5 W (70/100V) E52				
	<b>Audio output:</b> minimum 3.5 mm				
	<b>NETWORK</b>				
	<b>Support protocols:</b> Protocols supports IPv4 IPv6 and 1x 10/100/1G Ethernet				
	<b>SECURITY</b>				
	<b>Media encryption:</b> support (H.323, SIP): AES-128, AES-256 and H.235.6				
	<b>INTEROPERABILITY</b>				
	Support for native 3rd party applications includes Zoom, Microsoft Teams, Google Meet, BlueJeans, Dialpad, GoToRoom RingCentral.				
3. WIRELESS CONFERENCING	<b>Dimensions (HxWxD):</b> atleast 39mm x 200mm x 202mm	1			
	<b>Power supply:</b> Support Standard 110/220 V AC plug				
	<b>Power consumption:</b> Maximum 50W (max),				

	<b>Weight:</b> minimum 900 gr				
	<b>Operating system:</b> Support Windows 10 or higher macOS 11 (BigSur), Android v11, iOS 14 and higher				
	<b>System requirements:</b> Minimum Intel i3 dual-core processor / 8GB RAM / OS: Windows 10 latest build or Mojave latest build				
	<b>Video outputs:</b> atleast 4K UHD (3840*2160) @ 30Hz. HDMI 1.4b				
	<b>Video inputs:</b> atleast 1920x1080 @30Hz. HDMI 1.4b				
	<b>Audio output:</b> support USB, SPDIF, jack, HDMI				
	<b>Buttons:</b> atleast 2				
	<b>App:</b> support Desktop & Mobile				
	<b>Native protocols:</b> Airplay, Google Cast, Miracast				
	<b>Maximum number of simultaneous connections (with Buttons and/or App):</b> 32				
	<b>Noise Level:</b> Max. 25dBA @ 0-30°C				
	<b>Authentication protocol</b>				
	<b>Compatibility with:</b> WPA2-PSK in standalone mode or IEEE 802.1X				
	<b>Wireless transmission protocol:</b> Support IEEE 802.11 a/g/n/ac and IEEE 802.15.1				
	<b>Frequency band:</b> atleast 2.4 GHZ and 5 GHz				
	<b>Warranty:</b> 1 year standard. 5 years coverage via SmartCare				
<b>4. INTUITIVE TOUCH INTERFACE</b>	<b>Display:</b> 8" LCD with IPS and LED Backlighting	1			
	<b>Resolution:</b> Minimum of WXGA 1280 x 800				
	<b>Touch:</b> support Capacitive Multi Touch				
	<b>Aspect Ratio:</b> minimum 16 x 10				
	<b>Viewing Angle:</b> atleast 75°				
	<b>Screen Position (Angle):</b> atleast 60°				
	<b>Connectors:</b> Support 1 x RJ45 Ethernet and 1 x Micro-USB Type-B (Diagnostic/Firmware)				
	<b>Power:</b> Supports PoE IEEE 802.3af Class 3				
	<b>Operating Temperature:</b> Minimum 32 to 104°F / 0 to 40°C				

	<b>Storage Temperature:</b> Minimum -20 to 140°F / -20 to 60°C				
	<b>Dimensions:</b> atleast 8.07 x 4.84 x 3.11" / 205 x 123 x 79 mm				
	<b>Weight:</b> minimum 1.79 lb / 812 g				
<b>SECOND (2<sup>nd</sup>) FLOOR</b>					
<b>Item</b>	<b>Technical Specifications</b>	<b>Quantity</b>	<b>Bidder's response to the tender specifications</b>	<b>Notes, remarks, reference to documentation</b>	<b>Evaluation committee's notes</b>
1. DISPLAY SCREEN 81 inch	<b>Diagonal:</b> 81"	1			
	<b>Width:</b> Minimum 1919mm				
	<b>Resolution:</b> at least 5120 x 2160 60Hz				
	<b>Orientation:</b> Landscape, Portrait				
	<b>Contrast Ratio:</b> at least 4000:1				
	<b>Brightness:</b> at least 600 cd/m <sup>2</sup>				
	<b>Response Time:</b> at least 8ms				
	Aspect ratio: atleast 21:9				
	<b>Displays:</b> Anti-glare, IPS LCD with local dimming, bezel-less metal-mesh capacitive with 20 simu touch points				
	<b>Viewing angle:</b> at least 178° H/V				
	<b>Inputs:</b> Minimum displayPort:1.4 In, 2x HDMI 2.0 In, USB-C with 65W PD output				
	<b>Outputs:</b> Minimum DisplayPort 1.4 Out				
	<b>Speaker:</b> at least 2 x 15W				
	<b>Typical Power consumption:</b> Maximum 300 W				
	<b>HDCP Support:</b> at least 2.2 complaint				
	<b>Audio:</b> Atleast 3.5mm audio jack cable				
	<b>Data:</b> atleast 2.0 USB type-A to serial RS-232 adapter				
	<b>OPS interactive:</b> atleast compatibility with i7, Iris Xe Graphics, 16GB DDR4, Wi-Fi, Bluetooth, Type-C				
	<b>Application:</b> Support launch Teams, Meet or Zoom meetings with calendar integration				
	<b>Warranty:</b> Minimum one (1) year of free usage.				
2. CONFERENCE SYSTEM BAR	<b>VIDEO STANDARDS AND PROTOCOLS</b>	1			
	<b>Video protocols:</b> support H.264 AVC, H.265, H.239, H.264 High Profile				

	<b>Video Input:</b> Minimum 1x HDMI				
	<b>Video Out:</b> Minimum 2x HDMI and Touch displays compatible				
	<b>PEOPLE VIDEO RESOLUTION:</b> atleast 4K (3840 x 2160)				
	<b>CONTENT VIDEO RESOLUTION</b>				
	<b>Input:</b> atleast 3840 x 2160 ultra-HD or UHD				
	<b>Output:</b> atleast 3840 x 2160 UHD				
	<b>CAMERA</b>				
	<b>Camera sensor:</b> Up to 121° DFOV, 110° HFOV				
	<b>Digital zoom:</b> atleast 215 5x				
	<b>Resolution:</b> atleast UHD 2160p (4K)				
	<b>AUDIO</b>				
	<b>Technology:</b> Support NoiseBlockAI and Acoustic Fence technology				
	<b>AUDIO INPUT</b>				
	<b>Microphones:</b> atleast 3x MEMS and plus 2x 2nd order microphones				
	<b>Audio input:</b> atleast 1x HDMI				
	<b>Line-in:</b> atleast 1x 3.5 mm				
	<b>AUDIO OUTPUT</b>				
	<b>Stereo speakers Power Handling:</b> atleast 40 W (8 ohm) / 20 W - 10 W - 5 W - 2.5 W (70/100V) E52				
	<b>Audio output:</b> minimum 3.5 mm				
	<b>NETWORK</b>				
	<b>Support protocols:</b> Protocols supports IPv4 IPv6 and 1x 10/100/1G Ethernet				
	<b>SECURITY</b>				
	<b>Media encryption:</b> support (H.323, SIP): AES-128, AES-256 and H.235.6				
	<b>INTEROPERABILITY</b>				
	Support for native 3rd party applications includes Zoom, Microsoft Teams, Google Meet, BlueJeans, Dialpad, GoToRoom RingCentral.				
3. WIRELESS CONFERENCING	<b>Dimensions (HxWxD):</b> atleast 39mm x 200mm x 202mm	1			
	<b>Power supply:</b> Support Standard 110/220 V AC plug				

	<b>Power consumption:</b> Maximum 50W (max),				
	<b>Weight:</b> minimum 900 gr				
	<b>Operating system:</b> Support Windows 10 or higher macOS 11 (BigSur), Android v11, iOS 14 and higher				
	<b>System requirements:</b> Minimum Intel i3 dual-core processor / 8GB RAM / OS: Windows 10 latest build or Mojave latest build				
	<b>Video outputs:</b> atleast 4K UHD (3840*2160) @ 30Hz. HDMI 1.4b				
	<b>Video inputs:</b> atleast 1920x1080 @30Hz. HDMI 1.4b				
	<b>Audio output:</b> support USB, SPDIF, jack, HDMI				
	<b>Buttons:</b> at least 2				
	<b>App: support</b> Desktop & Mobile				
	<b>Native protocols:</b> Airplay, Google Cast, Miracast				
	<b>Maximum number of simultaneous connections (with Buttons and/or App):</b> 32				
	<b>Noise Level:</b> Max. 25dBA @ 0-30°C or Max. 30dBA @ 30-40°C				
	<b>Authentication protocol</b>				
	<b>Compatibility with:</b> WPA2-PSK in standalone mode				
	<b>Compatibility with:</b> WPA2-PSK or IEEE 802.1X				
	<b>Wireless transmission protocol:</b> Support IEEE 802.11 a/g/n/ac and IEEE 802.15.1				
	<b>Frequency band:</b> atleast 2.4 GHZ and 5 GHz				
	<b>Warranty:</b> 1 year standard. 5 years coverage via SmartCare				
<b>4. INTUITIVE TOUCH INTERFACE</b>	<b>Display:</b> 8" LCD with IPS and LED Backlighting	1			
	<b>Resolution:</b> Minimum of WXGA 1280 x 800				
	<b>Touch:</b> support Capacitive Multi Touch				
	<b>Aspect Ratio:</b> minimum 16 x 10				
	<b>Viewing Angle:</b> atleast 75°				
	<b>Screen Position (Angle):</b> atleast 60°				
	<b>Connectors:</b> Support 1 x RJ45 Ethernet and 1 x Micro-USB Type-B (Diagnostic/Firmware)				

	<b>Power:</b> Supports PoE IEEE 802.3af Class 3				
	<b>Operating Temperature:</b> Minimum 32 to 104°F / 0 to 40°C				
	<b>Storage Temperature:</b> Minimum -20 to 140°F / -20 to 60°C				
	<b>Dimensions:</b> at least 8.07 x 4.84 x 3.11" / 205 x 123 x 79 mm				
	<b>Weight:</b> minimum 1.79 lb / 812 g				
<b>THIRD (3<sup>rd</sup>) FLOOR</b>					
<b>Item</b>	<b>Technical Specifications</b>	<b>Quantity</b>	<b>Bidder's response to the tender specifications</b>	<b>Notes, remarks, reference to documentation</b>	<b>Evaluation committee's notes</b>
<b>1. VIDEOWALL 4x2, 55" bezel-less tiled LCD video wall platform</b>	<b>LCD technology:</b> support IPS	1			
	<b>Resolution:</b> support Full HD (1920 x 1080)				
	<b>Backlight:</b> Direct LED				
	<b>Aspect ratio:</b> atleast16:9				
	<b>Luminance:</b> at least 500 cd/m2				
	<b>Contrast:</b> at least 1500:1 (TYPICAL*)				
	<b>White point:</b> minimum native 10,500 K (TYPICAL)				
	<b>Screen haze:</b> at least 28%				
	<b>Calibration:</b> Support Sense X automatic color and brightness calibration				
	<b>Bit depth:</b> atleast 3 x 10 bits				
	<b>Backlight lifetime:</b> between 80, 000h to 120,000 h				
	<b>Viewing angle:</b> Minimum (H, V) 180°   180°				
	<b>Response time:</b> at most 8 ms				
	<b>Display Port:</b> Support DisplayPort 2 DP1.2 inputs and 1 DP1.2 output and 2 HDMI 2.0 inputs for HDMI				
	<b>Power:</b> AC input voltage 100-240 VAC, 50-60 Hz				
	<b>Power Consumption:</b> Int. power supply Ext. power supply 500 nit      185 W      174 W 350 ni      139 W      130 W				
	<b>Dimensions :</b> 1211.36 x 682.02 x 91.1 mm   47.7" x 26.9" x 3.59" (internal SMPS) 1211,36 x 682.02 x 87.1 mm   47.7" x 26.9" x 3.43" (external SMPS)				

	<b>Connectivity:</b> Support DisplayPort 2 DP1.2 inputs and 1 DP1.2 output and 2 HDMI 2.0 inputs for HDMI				
	<b>Uniformity:</b> 9 points: atleast 98%				
	<b>13 points:</b> atleast 98%				
	<b>21 points:</b> atleast 92%				
2. <b>GRAPHIC CONTROLLER</b>	<b>Processor:</b> compatibility with Processor Intel(R) Xeon (TM) and Processor E5-2620v4 8-core 2.1GH	1			
	<b>Memory size:</b> atleast 64 GB				
	<b>Hard disk:</b> atleast 2x 480 GB Solid-State Disk SSD (Raid-1)				
	<b>Operating system:</b> running Windows 10 64-bit IoT Enterprise SAC				
	<b>Network:</b> support 2x 1Gb/s LAN				
	<b>Graphics card:</b> Up to 4 4-channel				
	<b>Output:</b> Up to 16 4K-UHD displays or up to 64 HD displays				
	<b>Input:</b> Up to 4x 4ch DVI-I input card (supporting resolutions up to 1920x1200 @60Hz) or up to 5x 2ch DP1.2 input cards (supporting resolutions up to 4096x2160 @60Hz) and/or up to 5x 8ch AV input cards				
	Up to 4x 4ch HDMI (4xHD) and/or up to 4x 1ch HDMI (1x4K)				
	<b>Streaming video standards:</b> Support H.264, MPEG2/4, MxPEG, MJPEG, V2D, H.263, VNC, ProServer				
	<b>Dimensions With handle:</b> up to 482 mm (W) x 177 mm (H) x 522 mm (D)   18.9 in x 6.9 in x 20.5 in				
	<b>Weight:</b> atleast 20 - 28 kg (25 - 34 kg incl. packaging), depending on configuration				
	<b>Power supply:</b> 100-240V, 10-5A, 50/60Hz, 2x 800W redundant				
	<b>Noise Level:</b> Maximum 50dbA (measured at 1m/32.8ft distance at 22°/72)				
	<b>Compliance with:</b> CE, CB, UL, FCC Class A, BIS, KC, CU-EAC, CCC, DoC, RCM				
3. <b>VIDEO WALL DISPLAY CONTROL SYSTEM</b>	Wall management software features:	1			
	The software should be able to pre-configure various display layouts and access them at any time with a simple mouse click or schedule/timer based.				
	The software should be able display multiple sources anywhere on video wall in any size.				

	Switching the entire display wall on or off.				
	Should support Multiple clients / Consoles to control the Wall layouts				
	The Software should be able to share layouts comprising of multiple sources with workstations to any size on wall display.				
4. WIRELESS CONFERENCING	<b>Dimensions (HxWxD):</b> atleast 38mm x 200mm x 202mm	2			
	<b>Power supply:</b> Standard 110/220 V AC plug				
	<b>Power consumption: 50W (max)</b>				
	Power consumption Standby: Atmost 8W (networked standby) and 0.5W (deep standby mode)				
	<b>Weight:</b> atleast 800 gr				
	<b>Operating system:</b> Windows 10 or higher macOS 11 (BigSur) and higher <b>or Android or v11 iOS 14 and higher</b>				
	<b>System requirements:</b> Minimum Intel i5 4-core processor / 8GB RAM / OS: Windows 10 latest build or Mac OS latest build experience with Microsoft Teams or Zoom				
	<b>Video outputs:</b> atleast 4K UHD (3840*2160) @ 30Hz. HDMI 1.4b				
	<b>Video inputs:</b> atleast 1920x1080 @30Hz. HDMI 1.4b				
	<b>Audio output:</b> supporting USB, SPDIF, jack, HDMI				
	<b>Connections:</b> Support 1x Ethernet LAN 1Gbit and 1x USB-C 2.0 (back); 2x USB-A 2.0 (back); 1x USB -A 2.0 (front)				
	Audio analog line out on mini jack socket (3.5mm), digital S/PDIF				
	<b>Buttons:</b> atleast 2				
	<b>App:</b> supporting Desktop & Mobile				
	<b>Native protocols:</b> support Airplay, Google Cast, Miracast				
	<b>Maximum number of simultaneous connections (with Buttons and/or App):</b> 32				
	<b>Noise Level:</b> Max. 25dBA @ 0-30°C or Max. 30dBA @ 30-40°C				
	<b>Authentication protocol:</b> support WPA2-PSK in standalone mode or IEEE 802.1X				
	<b>Wireless transmission protocol:</b> Supporting IEEE 802.11 a/g/n/ac and IEEE 802.15.1				
	<b>Frequency band:</b> atleast 2.4 GHZ and 5 GHz (DFS)				
	Storage: 0 to 90% relative humidity, non-condensing				

	Operation: 0 to 85% relative humidity, non-condensing				
	<b>Anti-theft system:</b> Kensington lock				
	<b>Touch:</b> Touch screen support & Interactivity				
	<b>Wireless conferencing:</b> via App or Button				
	<b>Network connection:</b> Support Dual (LAN & WiFi)				
	<b>Warranty:</b> 1 year standard.				
5. <b>SMART CAMERA</b>	<b>Room Analytics:</b> Capable for Meeting participant counting and Air Quality Sensor	2			
	<b>Camera:</b> Up to 2 lenses				
	120-degree HFOV, 70-degree HFOV				
	And 140-degree DFOV, 78-degree DFOV				
	<b>Sensors:</b> atleast 20 Megapixel				
	<b>Camera range:</b> Up to 25 ft/7.62 m				
	<b>digital zoom:</b> up to 7.3x				
	<b>Capture resolution:</b> atleast UHD 2160p (4K)				
	<b>Security:</b> Support 802.1x				
	<b>Electrical:</b> Support standards PoE+, 802.11at, Class 4				
	<b>Optional Auto sensing power supply:</b> 12V DC at 1.2A				
	External power supply input spec: 100-240V 50/60Hz, 1.5A				
	External power supply output spec: 12.0V DC, 5.0A, 60.0W, L.P. S				
	<b>Compatibility:</b> Microsoft Teams and zoom Rooms on Windows				
	<b>Warranty:</b> One-year return to factory parts and labor				
6. <b>DISPLAY SCREEN</b>	<b>Diagonal:</b> 81"	1			
	<b>Width:</b> Minimum 1919mm				
	<b>Resolution:</b> at least 5120 x 2160 60Hz				
	<b>Orientation:</b> Landscape, Portrait				
	<b>Contrast Ratio:</b> at least 4000:1				
	<b>Brightness:</b> at least 600 cd/m²				
	<b>Response Time:</b> at least 8ms				
	Aspect ratio: atleast 21:9				

	<b>Displays:</b> Anti-glare, IPS LCD with local dimming, bezel-less metal-mesh capacitive with 20 simu touch points				
	<b>Viewing angle:</b> at least 178° H/V				
	<b>Inputs:</b> Minimum displayPort:1.4 In, 2x HDMI 2.0 In, USB-C with 65W PD output				
	<b>Outputs:</b> Minimum DisplayPort 1.4 Out				
	<b>Speaker:</b> at least 2 x 15W				
	<b>Typical Power consumption:</b> Maximum 300 W				
	<b>HDCP Support:</b> at least 2.2 complaint				
	<b>Audio:</b> Atleast 3.5mm audio jack cable				
	<b>Data:</b> atleast 2.0 USB type-A to serial RS-232 adapter				
	<b>OPS interactive:</b> atleast compatibility with i7, Iris Xe Graphics, 16GB DDR4, Wi-Fi, Bluetooth, Type-C				
	<b>Application:</b> Support launch Teams, Meet or Zoom meetings with calendar integration				
	<b>Warranty:</b> atleast one (1) year				
<b>7. DSP MIXER</b>	<b>Inputs:</b> Balanced audio inputs, 3.81 mm type male header, Push-on miniterminal block	<b>1</b>			
	<b>Outputs:</b> Balanced audio outputs, 3.81mm type male header, Push-on miniterminal block				
	<b>Frequency Response:</b> up to 20 Hz – 22 kHz @ +4 dBu, +/- 0.5 dBu				
	EIN (Equivalent Input Noise): up to 20 kHz BW, max gain, Rs = 150 Ω, -126 dBu				
	THD + N (Total Harmonic Distortion + Noise):				
	20 Hz – 22 kHz @ +4 dBu, line level, 0.006 %				
	20 Hz – 22 kHz @ -56 dBu, mic level, < 0.04 %				
	<b>Dynamic Range:</b> 20 Hz – 20 kHz @ 0 dB, > 105 dB				
	<b>Crosstalk (Mic/Line):</b> Channel to Channel, stimulus at 20 dBu to receptor at -56 dBu, 1 kHz, < -98 dB				
	<b>Input Impedance:</b> Balanced (line to ground), 2,2 kΩ, 1 %				
	<b>Nominal Input Level:</b> Adjustable -56 dB to 0 dB, 7 dB step coarse gain				
	<b>Maximum Input Level:</b> -65 dBu to 20 dBu				
	<b>Phantom Power:</b> 48 V, Impedance 6.81 kΩ				

	<b>Output Impedance:</b> Balanced (line to ground), 95 $\Omega$ , 1 %				
	<b>Output Level:</b> 0 dBu (Nominal), 20 dBu (Max), -40 dBu (Selectable)				
	<b>Port Type:</b> USB-B connector				
	<b>Audio:</b> supporting Digital Audio, 2 x 2 bi-directional channels				
	<b>Sample Rate:</b> Up to 48 kHz				
	<b>Sample Bit Depth:</b> up to 24-Bit				
	<b>Compatible:</b> USB 2.0 and USB 3.0				
	<b>Port Type:</b> Compatible RJ-45, 10/100 Mbps Ethernet Network, Auto Negotiation				
	<b>IP address:</b> support IPv4 (IPv6 upgradeable through future s/w, f/w upgrade)				
	<b>Ports Type:</b> compatible with RJ-45 (Cat 5e or Cat 6)				
	<b>C-Link In &amp; Out:</b> Proprietary Expansion Bus				
	<b>Audio:</b> up to 150 Expansion channels				
	<b>Cable:</b> type Solid core, factory terminated Cat 5e or 6 cable				
	<b>Distance:</b> Up to 80' (24 M)				
	<b>Power on:</b> "spare pairs" 4, 5 and 7, 8				
	<b>Input voltage range:</b> 48 V to 56 V				
	<b>Audio:</b> Up to 3 Beamforming Microphone Array 2 units + up to 3 DIALOG 20 Wireless Receiver units + Up to 3 USB Expander units + Up to 3 GPIO Expander units				
	<b>Cable:</b> Solid core, factory terminated Cat 5e or 6 cable				
	<b>Distance:</b> Up to 200' (60 M)				
	<b>Port Type:</b> DB9 Female				
	<b>Settings:</b> 9600/19200/38400/57600/115200 Baud; Serial Echo; Flow Control				
	<b>Support:</b> Serial commands				
	<b>Supported Cameras(tracking):</b> Unite 150, Unite 200, Unite 160, Unite 260 (One Camera per DSP)				
	<b>Communication Protocol:</b> VISCA				
	<b>Communication options:</b> Serial (RS-232) or Ethernet (VISCA over IP)				
	<b>USB control Port Type:</b> USB-B connector				

	<b>Location:</b> Front Panel				
	<b>Compatible:</b> USB 2.0, USB 3.0				
	<b>LED Location:</b> Front Panel				
	<b>Off:</b> Unit still initializing				
	<b>Blue - Fast Blinking:</b> Stack Syncing in progress				
	<b>Blue - Slow Blinking:</b> Unit not configured				
	<b>Blue - Solid:</b> Configured unit				
	<b>Red - Fast Blinking:</b> Stack Sync error				
	<b>Locate LED:</b> Blue - Blinking: Unit "Locate" command received.				
	<b>Power LED:</b> Blue - Solid: Unit is powered on				
	<b>Touch Sensor Type:</b> Capacitive Touch Button				
	<b>Location:</b> Front Panel				
	<b>Mains Voltage:</b> 100-240 VAC, 50/60 Hz				
	<b>Power Consumption:</b> 50 Watts Typical				
	Thermal: Up to 170 BTU/Hr Typical				
	<b>RU size:</b> 1 RU				
	<b>Dimension Width x Depth x Height:</b>				
	Without rack-ears: 17.1 x 10.7 x 1.7 "(431 x 273 x 44 mm) and /or with rack-ears: 19.1 x 10.7 x 1.7 "(483 x 273 x 44 mm)				
	<b>Unit Weight:</b> Up to 9.3 lbs (4.2 Kg)				
8. <b>TABLETOP MICROPHONE</b>	<b>Element:</b> Electret Condenser	2			
	<b>Polar Pattern:</b> Uni-directional Cardioid				
	<b>Frequency Response:</b> up to 50 Hz to 18 kHz				
	<b>Sensitivity:</b> -65 dB +/- 3 dB at 1 kHz (0 dB = 1 microbar)				
	<b>Output Impedance:</b> 250 Ohms (balanced)				
	<b>Output Voltage:</b> 9 to 52 VDC (phantom power)				
	<b>SPL: Maximum</b> 141 dB (1% THD open circuit)				
	<b>Signal to Noise Ratio:</b> at most 65 dB (0 dB = 1 microbar)				
	<b>Connector:</b> A3M Type (XLR male)				
	<b>Cable Length:</b> Maximum 23.3 feet (7.1 meter)				

	<b>Weight:</b> Up to 15.7 oz (60 g), without cable				
	<b>Microphone Size WxL:</b> 2.8 x 3.4 in (70 x 85 mm)				
<b>9. CHANNEL WIRELESS RECEIVER</b>	<b>Channels per receiver:</b> atleast 4-Channel	<b>1</b>			
	<b>Power Requirements:</b> 100-240 VAC 50-60 Hz, 15 Watts				
	<b>Display:</b> OLED				
	<b>External Antennas:</b> Support up to six pairs per system				
	<b>Antenna Distribution:</b> Attach up to 32 channels to one pair of antennas				
	<b>Analog Audio Outputs:</b> Phoenix terminal blocks or with XLR adapters				
	<b>Output Impedance:</b> 100 Ohm				
	<b>Headphone out (mixed):</b> Balanced 1/4-inch TRS mixed line out for recorders or powered speakers; or headphone out				
	<b>Interface:</b> USB, RS232 & Ethernet (dual port 10/100 Mbps)				
	<b>Dante Audio channels:</b> Eight (8) digital outputs @ 48 KHz				
	<b>Dante Ports:</b> Primary & secondary, RJ45 ports, 100/1000, Mbps, 328'				
	<b>GPIO Interface:</b> up to 22 programmable pins				
	<b>Gain Adjustment Range:</b> -20dB to +31 dB				
	<b>Dimensions:</b> atleast 1-U rackmount and 19 x 1.75 x 6.5" (48.26 x 4.4 x 16.51cm)				
	<b>Weight:</b> atleast 4.7 lbs (2.14kg)				
<b>10. MICROPHONE WIRELESS</b>	<b>Mic Polar Pattern:</b> Cardioid	<b>4</b>			
	<b>RF Output:</b> 1, 10, 25 or 50mW, user-selectable				
	<b>Frequency Response:</b> 60 - 15kHz				
	<b>Signal-to-Noise Ratio:</b> 74dB Typ. at 1kHz (1Pa) 'A' weighted				
	<b>Antenna:</b> Internal				
	<b>Display:</b> OLED				
	<b>Power:</b> USB or AA rechargeable (included) or AA disposal				
	<b>Indicators:</b> Battery status, mute status				
	<b>Programmable Switch:</b> Talk, mute, logic mute, on / off				
	<b>Battery:</b> Two rechargeable NiMH included, standard AA size				

	<b>Battery Charge Time:</b> atleast 4 hrs				
	<b>Battery Talk Time:</b> Up to 8 hrs continuous usage per and charge, typical @ 1mW or higher				
	<b>Dimensions:</b> atleast 10.2 x 1.4 x 1.4" (25.90x3.55x3.55cm)				
	<b>Weight:</b> atleast 0.75 lbs (0.34Kg)				
<b>11. AMPLIFIER</b>	<b>Inputs:</b> atleast 4 Channel, Balanced audio input, 3.81mm type male header, Push-on mini-terminal block	<b>1</b>			
	<b>Outputs:</b> atleast 4 Channel, Balanced audio output, 5.08mm type male header, Push-on mini-terminal block				
	<b>Input Sensitivity:</b> 20Hz - 22kHz at 0dBu				
	<b>Output Modes:</b> 4/8Ohms and 70.7V/100V				
	<b>Max Rated Output:</b>				
	4x 60W at sensitivity, in 4/8Ohms & 70.7V/100V modes				
	Bridged: 2x 120W at sensitivity, in 4/8Ohms mode or Bridged: 2x 120W at sensitivity, in 70.7V/100V mode				
	<b>Frequency Response:</b> Up to 20Hz - 22kHz (+/- 1dB)				
	<b>THD+N:</b> 20Hz - 22kHz at rated power, 4/8Ohms, <0.08%				
	<b>Dynamic Range:</b> 20Hz - 20kHz at 0dB, >100dB, 8Ohms, unweighted				
	<b>Slide Switches:</b> Single End, Bridged mode,with 70.7V mode to 100V mode and HPF mode at 80Hz				
	<b>Potentiometer:</b> Adjustable: 0 to max at rated power				
	<b>Power Consumption:</b> up to 42W Typical,Pink Noise at 0dBu, 8Ohms				
	<b>Power Supply:</b> AC input 100-240VAC, 50Hz/60Hz				
	<b>Thermal:</b> up to 143 BTU/Hr Typical				
	<b>Dimensions (WxDxH):</b> 8.38 x 11.06 x 1.72mm (0.33 x 0.44 x 0.07")				
	<b>Weight:</b> Up to 2.8 lbs (1.27kg)				
<b>12. CEILING SPEAKER</b>	<b>Mpx SPL:</b> Up to 100dB	<b>6</b>			
	<b>Power:</b> 5W				
	<b>Voltage:</b> 70/100V				
	<b>Cabinet type:</b> 6.5" ceiling speaker				
	<b>Frequency response:</b> up to 140Hz - 14kHz				
	<b>Sensitivity (1W@1m):</b> 92dB				

	<b>Dimensions (Dia x D):</b> 7.48 x 3.11" (190 x 79mm)				
	<b>Weight:</b> up to 1.54 lbs (0.7kg)				
13. <b>DIGITAL PODIUM</b>	<b>Speaker Screen:</b> Maximum 23" Multi touch capacitive	1			
	<b>Front Screen:</b> Maximum 32" with built-in signage media player				
	<b>Built-in PC for Speaker Screen features:</b> At least intel 4.10 GHz CPU, 4GB Ram, 120 GB SSD, Win 10 Pro				
	<b>Microphone:</b> Up to 2 pcs 18" (maximum) Gooseneck Condenser Microphone				
	<b>Screen Resolution:</b> atleast 1920×1080 FHD				
	<b>Brightness:</b> atleast 350 cd/m2				
	<b>Aspect ratio:</b> Up to 9:16				
	<b>Panel Type:</b> IPS				
	<b>Lecturer Panel:</b> Up to 22"				
	<b>Lecturer panel Resolution:</b> at least 1920×1080 FHD				
	<b>Lecturer panel Brightness:</b> at least 250 cd/m2				
	<b>Aspect ratio (panel):</b> at least 16:9				
	Touch Technology Capacitive				
	Touch Points up to 10 points				
	Lecturer Panel PC Specifications: at least CPU Intel 4.10 GHz CPU, RAM 4 GB DDR4, HDD 120 GB SSD, Windows 10 Pro				
	<b>Movement Vertical:</b> (Up/Down)				
	<b>Control By Buttons:</b> (Up/Down)				
	<b>Speed Max speed:</b> Maximum 38 mm/s				
	<b>Lifting strength:</b> Up to 700N				
	<b>Locking System:</b> Automatic Locking when engine not working				
	<b>Output Connector:</b> 3-way XLR (Male)				
	<b>Polar Pattern:</b> Cardioid				
	<b>Frequency Response:</b> 70-16000 Hz				
	<b>Sensitivity:</b> (at 1,000Hz) -33 dBV/Pa[1] (22 mV)				
	<b>Impedance:</b> up to 180 Ω				
	<b>Power:</b> ON indicator LED				
	<b>Power requirement:</b> Phantom Power (48V at maximum)				

	<b>USB:</b> Support both USB 2.0 and USB 3.0 (for internal PC)				
	<b>Outputs (Bottom of Podium):</b> Available HDMI, XLR for microphone, Ethernet and USB 2.0 (for internal PC)				
	<b>Power Input:</b> up to 230V 50Hz				
	<b>Power Consumption:</b> Maximum 450W				
	<b>Outline Dimension (mm) Set:</b> up to 689 x 850 x 1159 mm				
	<b>Packing dimensions:</b> up to 820 X 990 X 1390 mm				
	<b>Product weight:</b> up to 75 kg				
	<b>Gross weight:</b> up to 130 kg				
14. <b>MINI PC CONTROL</b>	<b>Processor:</b> at least 11 <sup>th</sup> Generation Intel® Core™ i3-12300 Processor (P-cores 3.50 GHz up to 4.40 GHz)	1			
	<b>Operating System:</b> Windows 11 Pro 64 or higher				
	<b>Graphic Card:</b> Integrated Graphics				
	<b>Memory:</b> at least 8 GB DDR5-4000MHz (SODIMM)				
	<b>Storage:</b> No Storage Selection				
	<b>M.2 Storage Card:</b> at least 512 GB SSD M.2 2280 PCIe Gen4 Performance TLC Opal				
	<b>Pointing Device:</b> No Mouse				
	<b>Keyboard:</b> No Keyboard				
	<b>Networking:</b> Integrated Ethernet				
	<b>Form Factor:</b> Ultra 3.9L				
	<b>Weight:</b> Starting at 1.8kg				
15. <b>TABLE LCD</b>	<b>Diagonal:</b> 34"	1			
	<b>Width:</b> Minimum 817mm				
	<b>Resolution:</b> 3440 x 1440 60Hz				
	<b>Contrast Ratio:</b> Up to 10,000,000:1 DCR / 4000:1 typical				
	<b>Brightness:</b> 400 nits HDR / 350 typical				
	<b>Viewing angle:</b> 178° - 180° H/V				
	<b>Stand Tilt:</b> 5° down / 60° up				
	<b>Stand Sviwel:</b> 45° left or right				
	<b>Camera Tilt:</b> 160° -165° left or right and 60° up or down				

	<b>Camera Viewing Angle:</b> 124° -125°				
	<b>Inputs:</b> DisplayPort 1.4 In, HDMI 2.1 In, USB-C with 65W PD output HDCP Support: 2.2				
	<b>Speaker:</b> up to 2 x 12W				
	<b>Typical Power consumption:</b> Maximum 55 W				
	<b>Audio:</b> At least jack 3.5mm				
	<b>Data:</b> USB 3.2 Type-A				
	<b>Camera:</b> RGB: 3,840 x 2,160 @30fps with Exposure, white balance and gain controls.				
	<b>Microphone:</b> Up to 8 array digital microphone with Beamforming, Echo Cancellation, Noise Suppression, Reverberation, Cancellation support.				
	<b>Pen:</b> Up to 4096 levels of pressure sensitivity, Magnetic pen holder, pen charge				

FOUTH (4 <sup>th</sup> ) FLOOR					
Item	Technical Specifications	Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation	Evaluation committee's notes
1. VIDEOWALL 4x2, 55" bezel-less tiled LCD video wall platform	<b>LCD technology:</b> support IPS	1			
	<b>Resolution:</b> support Full HD (1920 x 1080)				
	<b>Backlight:</b> Direct LED				
	<b>Aspect ratio:</b> atleast16:9				
	<b>Luminance:</b> atleast 500 cd/m2				
	<b>Contrast:</b> atleast 1500:1 (TYPICAL*)				
	<b>White point:</b> minimum native 10,500 K (TYPICAL)				
	<b>Screen haze:</b> atleast 28%				
	<b>Calibration:</b> Support Sense X automatic color and brightness calibration				
	<b>Bit depth:</b> atleast 3 x 10 bits				
	<b>Backlight lifetime:</b> between 80, 000h to 120,000 h				
	<b>Viewing angle:</b> Minimum (H, V) 180°   180°				

	<b>Response time</b> : at most 8 ms				
	<b>Display Port</b> : Support DisplayPort 2 DP1.2 inputs and 1 DP1.2 output and 2 HDMI 2.0 inputs for HDMI				
	<b>Power</b> : AC input voltage 100-240 VAC, 50-60 Hz				
	<b>Power Consumption</b> : Int. power supply Ext. power supply				
	500 nit 185 W 174 W and /or 350 nit 139 W 130 W				
	<b>Dimensions</b> : 1211.36 x 682.02 x 91.1 mm   47.7" x 26.9" x 3.59" (internal SMPS)				
	1211,36 x 682.02 x 87.1 mm   47.7" x 26.9" x 3.43" (external SMPS)				
	<b>Connectivity</b> : Support DisplayPort 2 DP1.2 inputs and 1 DP1.2 output and 2 HDMI 2.0 inputs for HDMI				
	<b>Uniformity</b> : <b>At least 9 points</b> : with atleast 98%				
2. <b>GRAPHIC CONTROLLER</b>	<b>Processor</b> : compatibility with Processor Intel(R) Xeon (TM) and Processor E5-2620v4 8-core 2.1GH	1			
	<b>Memory size</b> : atleast 64 GB				
	<b>Hard disk</b> : atleast 2x 480 GB Solid-State Disk SSD (Raid-1)				
	<b>Operating system</b> : running Windows 10 64-bit IoT Enterprise SAC				
	<b>Network</b> : support 2x 1Gb/s LAN				
	<b>Graphics card</b> : Up to 4 4-channel				
	<b>Output</b> : Up to 16 4K-UHD displays and/or up to 64 HD displays				
	<b>Input</b> : Up to 4x 4ch DVI-I input card (supporting resolutions up to 1920x1200 @60Hz) and /or Up to 5x 2ch DP1.2 input cards (supporting resolutions up to 4096x2160 @60Hz) or Up to 5x 8ch AV input cards				
	Up to 4x 4ch HDMI (4xHD) and/or Up to 4x 1ch HDMI (1x4K)				
	<b>Streaming video standards</b> : Support H.264, MPEG2/4, MxPEG, MJPEG, V2D, H.263, VNC, ProServer				

	<b>Dimensions With handle:</b> up to 482 mm (W) x 177 mm (H) x 522 mm (D)   18.9 in x 6.9 in x 20.5 in				
	<b>Weight:</b> atleast 20 - 28 kg (25 - 34 kg incl. packaging), depending on configuration				
	<b>Power supply:</b> 100-240V, 10-5A, 50/60Hz, 2x 800W redundant				
	<b>Noise Level:</b> Maximum 50dbA (measured at 1m/32.8ft distance at 22°/72)				
	<b>Compliance with:</b> CE, CB, UL, FCC Class A, BIS, KC, CU-EAC, CCC, DoC, RCM				
3. <b>VIDEO WALL DISPLAY CONTROL SYSTEM</b>	Wall management software features:	1			
	· The software should be able to pre-configure various display layouts and access them at any time with a simple mouse click or schedule/timer based.				
	· The software should be able display multiple sources anywhere on video wall in any size.				
	· Switching the entire display wall on or off.				
	· Should support Multiple clients / Consoles to control the Wall layouts				
	· The Software should be able to share layouts comprising of multiple sources with workstations to any size on wall display.				
4. <b>WIRELESS CONFERENCING</b>	<b>Dimensions (HxWxD):</b> atleast 38mm x 200mm x 202mm	2			
	<b>Power supply:</b> Standard 110/220 V AC plug				
	<b>Power consumption: 50W (max)</b>				
	Power consumption Standby: Atmost 8W (networked standby) and 0.5W (deep standby mode)				
	<b>Weight:</b> atleast 800 gr				
	<b>Operating system:</b> Windows 10 or higher macOS 11 (BigSur) and higher or Android or v11 iOS 14 and higher				

	<b>System requirements:</b> Minimum Intel i5 4-core processor / 8GB RAM / OS: Windows 10 latest build or Mac OS latest build experience with Microsoft Teams or Zoom				
	<b>Video outputs:</b> atleast 4K UHD (3840*2160) @ 30Hz. HDMI 1.4b				
	<b>Video inputs:</b> atleast 1920x1080 @30Hz. HDMI 1.4b				
	<b>Audio output:</b> supporting USB, SPDIF, jack, HDMI				
	<b>Connections:</b> Support 1x Ethernet LAN 1Gbit and 1x USB-C 2.0 (back); 2x USB-A 2.0 (back); 1x USB -A 2.0 (front)				
	Audio analog line out on mini jack socket (3.5mm), digital S/PDIF				
	<b>Buttons:</b> atleast 2				
	<b>App:</b> supporting Desktop & Mobile				
	<b>Native protocols:</b> support Airplay, Google Cast, Miracast				
	<b>Maximum number of simultaneous connections (with Buttons and/or App):</b> 32				
	<b>Noise Level:</b> Max. 25dBA @ 0-30°C or Max. 30dBA @ 30-40°C				
	<b>Authentication protocol:</b> support WPA2-PSK in standalone mode or IEEE 802.1X				
	<b>Wireless transmission protocol:</b> Supporting IEEE 802.11 a/g/n/ac and IEEE 802.15.1				
	<b>Frequency band:</b> atleast 2.4 GHZ and 5 GHz (DFS)				
	Storage: 0 to 90% relative humidity, non-condensing				
	Operation: 0 to 85% relative humidity, non-condensing				
	<b>Anti-theft system:</b> Kensington lock				
	<b>Touch:</b> Touch screen support & Interactivity				
	<b>Wireless conferencing:</b> via App or Button				
	<b>Network connection:</b> Support Dual (LAN & WiFi)				
	<b>Warranty:</b> 1 year or higher.				
5. <b>SMART CAMERA</b>	<b>Room Analytics:</b> Capable for Meeting participant counting and Air Quality Sensor	1			
	<b>Camera:</b> Up to 2 lenses				
	120-degree HFOV, 70-degree HFOV				

	And 140-degree DFOV, 78-degree DFOV				
	<b>Sensors:</b> atleast 20 Megapixel				
	<b>Camera range:</b> Up to 25 ft/7.62 m				
	<b>digital zoom:</b> up to 7.3x				
	<b>Capture resolution:</b> atleast UHD 2160p (4K)				
	<b>Security:</b> Support 802.1x				
	<b>Electrical:</b> Support standards PoE+, 802.11at, Class 4				
	<b>Optional Auto sensing power supply:</b> 12V DC at 1.2A				
	External power supply input spec: 100-240V 50/60Hz, 1.5A				
	External power supply output spec: 12.0V DC, 5.0A, 60.0W, L.P.S				
	<b>Compatibility:</b> Microsoft Teams and zoom Rooms on Windows				
6. MINI PC CONTROL	<b>Processor:</b> atleast 11th Generation Intel® Core™ i3-12300 Processor (P-cores 3.50 GHz up to 4.40 GHz)	1			
	<b>Operating System:</b> Windows 11 Pro 64 or higher				
	<b>Graphic Card:</b> Integrated Graphics				
	<b>Memory:</b> atleast 8 GB DDR5-4000MHz (SODIMM)				
	<b>Storage:</b> No Storage Selection				
	<b>M.2 Storage Card:</b> atleast 512 GB SSD M.2 2280 PCIe Gen4 Performance TLC Opal				
	<b>Pointing Device:</b> No Mouse				
	<b>Keyboard:</b> No Keyboard				
	<b>Networking:</b> Integrated Ethernet				
	<b>Form Factor:</b> Ultra 3.9L				
	<b>Weight:</b> Starting at 1.8kg				
7. TABLE LCD	<b>Diagonal:</b> 34"	1			
	<b>Width:</b> Minimum 817mm				
	<b>Resolution:</b> 3440 x 1440 60Hz				
	<b>Contrast Ratio:</b> Up to 10,000,000:1 DCR / 4000:1 typical				

	<b>Brightness:</b> 400 nits HDR / 350 typical				
	<b>Viewing angle :</b> 178° - 180° H/V				
	<b>Stand Tilt :</b> 5° down / 60° up				
	<b>Stand Sviwel :</b> 45° left or right				
	<b>Camera Tilt :</b> 160° -165° left or right and 60° up or down				
	<b>Camera Viewing Angle :</b> 124° -125°				
	<b>Inputs:</b> DisplayPort 1.4 In, HDMI 2.1 In, USB-C with 65W PD output HDCP Support : 2.2				
	<b>Speaker :</b> up to 2 x 12W				
	<b>Typical Power consumption :</b> Maximum 55 W				
	<b>Audio :</b> Atleast jack 3.5mm				
	<b>Data:</b> USB 3.2 Type-A				
	<b>Camera:</b> RGB: 3,840 x 2,160 @30fps with Exposure, white balance and gain controls.				
	<b>Microphone :</b> Up to 8 array digital microphone with Beamforming, Echo Cancellation, Noise Suppression, Reverberation, Cancellation support.				
	<b>Pen :</b> Up to 4096 levels of pressure sensitivity, Magnetic pen holder, pen charge				
8. <b>RETRACTABLE MOTORIZED MONITOR CONSOLES</b>	The monitor must be a motorised retractable product range that provides silent, reliable and harmonic movements by the use of a patented solution with one only engine. The automatic system must be equipped with a variable speed system to raise, lower and tilt 20° to ensure the best ergonomics, viewing angle and visibility.	37			
	<b>Size:</b> FULL HD 15.6" TFT Active Matrix, widescreen format. LED backlight				
	<b>Resolution:</b> 1920 (h) x 1080 (v)				
	<b>Brightness:</b> atleast 450 cd/m2				
	<b>Contrast ratio:</b> atleast 800:1				
	<b>Pixel:</b> 0.1792 (h) x 0.1792 (v) mm				
	<b>Viewing angle:</b> Up to 85°/85° (u/d) / 85°85° (l/r)				
	<b>Viewing area:</b> 344.16 (h) x 193.59 (v)				
	<b>LED backlight lifespan:</b> atleast 50,000 hrs				

	<b>Response time:</b> Tr + Tf = 35ms (atleast)				
	<b>Input signal:</b> DVI-I (1 input) – HDCP Compliant (Digital / Analog) and DVI-D (1 input) – HDCP Compliant (Digital)				
	<b>RJ45 CAT6 (with loop):</b> Addressable RS422 monitor and control by AHnet protocol				
	<b>GPI (SubD9):</b> Up/Down control				
	<b>Control:</b> Compatible with RJ45, RS-422 (I/O), AHNet protocol, Addressing, Termination switch, GPI				
	<b>IR Remote control (monitor adjustments):</b> 1/5				
	<b>User interface on monitor:</b> (Up/Down) Buttons on cover plate				
	<b>Remote:</b> RS-422 I/O, GPI				
	<b>External power supply:</b> 100-240 Vac, 47/63Hz, 12Vdc				
	<b>Power consumption:</b> 40W				
	<b>Screen:</b> 403 x 234.16 x 25 mm [15.87" x 9.22" x 0.98"]				
	<b>Upper cover plate:</b> 500 x 95 x 3 mm [19.68" x 3.73" x 0.12"]				
	<b>Housing below the table:</b> 485 x 590 x 80 mm [19.09" x 23.23" x 3.15"]				
	<b>Weight:</b> atleast 19 Kg / 39.4 Lbs				
9. CONFERENCE DISCUSSION SYSTEM	Microphone (motorized lift system for Gooseneck) Dynamic Talk:	37			
	a. <b>Gooseneck Microphone</b>				
	<b>Material:</b> Steel				
	<b>Color:</b> Tiger coating Carbon 01				
	<b>Size (mm):</b> Up to 155 (w) × 50 (h) × 85 (d)				
	<b>Size packed (mm):</b> Up to 190 (w) × 85 (h) × 105 (d)				
	<b>Weight (g):</b> Maximum 285				
	<b>Weight packed (g):</b> Muximum 365.				
	<b>Voltage:</b> Up to 48 VDC				
	<b>Consumption:</b> Up to 3 W				
	<b>dynamic range :</b> Maximum 90 dB				
	<b>Frequency response:</b> Range 20-20,000 Hz				
	b. <b>Front plate</b>				

	Front plate for use with modular interface box				
	Compact design for flush-mounting				
	Configurable for Chairman or Delegate				
	Connects to interface box with cable				
	<b>c. Central Control Unit for Microphone (1).</b>				
	<b>Maximum number of discussion units:</b> Up to 250				
	<b>Number of discussion units powered by CU 5905:</b> up to 60				
	<b>Maximum number of open "floor" microphones:</b> 8				
	<b>Maximum number of languages (interpreter channels):</b> 2				
	<b>Maximum number of interpreter units:</b> 32				
	<b>DCS-LAN outputs:</b> support Four (4) RJ45 female sockets				
	<b>TCP/IP:</b> Support One (1) RJ45 female sockets				
	<b>Audio inputs Analog Input 1:</b> One 3-pin female XLR socket (electronically balanced)				
	<b>Nominal input level (Input 1):</b> switchable: 0 dBm (0.775V RMS) and 10 dBm (0.245V RMS)				
	<b>Maximum input level:</b> +15 dBm (4.5V RMS)				
	<b>Input Impedance:</b> 50-100 kΩ				
	<b>Analog audio out:</b> Up to Eight (8) 3-pin male XLR sockets (electronically balanced)				
	<b>Maximum load:</b> 1 k ohm				
	<b>Nominal output level:</b> 0 dBm at nominal input				
	<b>Maximum output level:</b> 4.9V RMS ~ +16 dBm				
	<b>Power consumption:</b> 22W/48V (150W maximum)				
	<b>Supply voltage for microphone units:</b> 122W/48V (Maximum)				
	<b>Sound quality:</b> Up to 24 bit audio, 32 kHz				
	<b>Frequency response:</b> 65 Hz-16 kHz				
	<b>THD:</b> Maximum 0.1 %				
	<b>Signal-to-noise ratio:</b> Atleast 85 dB				
	<b>Power supply main voltage:</b> 100-240 V, 50-60 Hz nominal				
	<b>Consumption:</b> Maximum 175 W				
	<b>Total supply power:</b> 144 W (power factor: Maximum 0.9)				

	<b>Standby consumption:</b> Maximum 0.5 W (no load)				
	<b>Supply voltage:</b> 48V/3A @ 40°C[1]				
	<b>Efficiency:</b> atleast 87%, typical				
	<b>Inrush Current :</b> 230 V: 80 (Maximum and 115 V: 40 A (Maximum)				
10. DIGITAL PODIUM	<b>Speaker Screen:</b> Maximum 23" Multi touch capacitive	1			
	<b>Front Screen:</b> Maximum 32" with built-in signage media player				
	<b>Built-in PC for Speaker Screen features:</b> Atleast intel 4.10 GHz CPU, 4GB Ram, 120 GB SSD, Win 10 Pro				
	<b>Microphone:</b> Up to 2 pcs 18" (maximim) Gooseneck Condenser Microphone				
	<b>Screen Resolution:</b> atleast 1920×1080 FHD				
	<b>Brightness:</b> atleast 350 cd/m2				
	<b>Aspect ratio:</b> Up to 9:16				
	<b>Panel Type:</b> IPS				
	<b>Lecturer Panel:</b> Up to 22"				
	<b>Lecturer panel Resolution:</b> atleast 1920×1080 FHD				
	<b>Lecturer panel Brightness:</b> atleast 250 cd/m2				
	<b>Aspect ratio (panel):</b> atleast 16:9				
	Touch Technology Capacitive				
	Touch Points 10 points				
	Lecturer Panel PC Specifications: atleast CPU Intel 4.10 GHz CPU, RAM 4 GB DDR4, HDD 120 GB SSD, Windows 10 Pro				
	<b>Movement Vertical :</b> (Up/Down)				
	<b>Control By Buttons:</b> (Up/Down)				
	<b>Speed Max speed:</b> Maximum 38 mm/s				
	<b>Lifting strength:</b> Up to 700N				
	<b>Locking System:</b> Automatic Looking when engine not working				
	<b>Output Connector:</b> 3-way XLR (Male)				
	<b>Polar Pattern:</b> Cardioid				

	<b>Frequency Response:</b> 70-16000 Hz				
	<b>Sensitivity:</b> (at 1,000Hz) –33 dBV/Pa[1] (22 mV)				
	<b>Impedance:</b> up to 180 Ω				
	<b>Power:</b> ON indicator LED				
	<b>Power requirement:</b> Phantom Power (48V at maximum)				
	<b>USB:</b> Support both USB 2.0 and USB 3.0 (for internal PC)				
	<b>Outputs (Bottom of Podium) :</b> Available HDMI, XLR for microphone , Ethernet and USB 2.0 (for internal PC)				
	<b>Power Input:</b> up to 230V 50Hz				
	<b>Power Consumption:</b> Maximum 450W				
	<b>Outline Dimension (mm) Set:</b> up to 689 x 850 x 1159 mm				
	<b>Packing dimensions:</b> up to 820 X 990 X 1390 mm				
	<b>Product weight:</b> up to 75 kg				
	<b>Gross weight:</b> up to 130 kg				
11. AMPLIFIER	<b>Inputs:</b> atleast 4 Channel, Balanced audio input, 3.81mm type male header, Push-on mini-terminal block	1			
	<b>Outputs:</b> atleast 4 Channel, Balanced audio output, 5.08mm type male header, Push-on mini-terminal block				
	<b>Input Sensitivity:</b> 20Hz - 22kHz at 0dBu				
	<b>Output Modes:</b> 4/8Ohms and 70.7V/100V				
	<b>Max Rated Output:</b>				
	4x 60W at sensitivity, in 4/8Ohms & 70.7V/100V modes				
	Bridged: 2x 120W at sensitivity, in 4/8Ohms mode and/or Bridged: 2x 120W at sensitivity, in 70.7V/100V mode				

	<b>Frequency Response:</b> Up to 20Hz - 22KHz (+/- 1dB)				
	<b>THD+N:</b> 20Hz - 22kHz at rated power, 4/8Ohms, <0.08%				
	<b>Dynamic Range:</b> 20Hz - 20kHz at 0dB, >100dB, 8Ohms, unweighted				
	<b>Slide Switches:</b> Single End, Bridged mode,with 70.7V mode to 100V mode and HPF mode at 80Hz				
	<b>Potentiometer:</b> Adjustable: 0 to max at rated power				
	<b>Power Consumption:</b> up to 42W Typical,Pink Noise at 0dBu, 8Ohms				
	<b>Power Supply:</b> AC input 100-240VAC, 50Hz/60Hz				
	<b>Thermal:</b> up to 143 BTU/Hr Typical				
	<b>Dimensions (WxDxH):</b> 8.38 x 11.06 x 1.72mm (0.33 x 0.44 x 0.07")				
	<b>Weight:</b> Up to 2.8 lbs (1.27kg)				
12. CEILING SPEAKER	<b>Mpx SPL:</b> Up to 100dB	6			
	<b>Power:</b> 5W				
	<b>Voltage:</b> 70/100V				
	<b>Cabinet type:</b> 6.5" ceiling speaker				
	<b>Frequency response:</b> up to 140Hz - 14kHz				
	<b>Sensitivity (1W@1m):</b> 92dB				
	<b>Dimensions (Dia x D):</b> 7.48 x 3.11" (190 x 79mm)				
	<b>Weight:</b> up to 1.54 lbs (0.7kg)				
13. DSP MIXER	<b>Inputs:</b> Balanced audio inputs, 3.81 mm type male header, Push-on miniterminal block	1			
	<b>Outputs:</b> Balanced audio outputs, 3.81mm type male header, Push-on miniterminal block				
	<b>Frequency Response:</b> up to 20 Hz – 22 kHz @ +4 dBu, +/- 0.5 dBu				

<p><b>EIN</b> (Equivalent Input Noise): up to 20 kHz BW, max gain, Rs = 150 Ω, -126 dBu</p> <p><b>THD + N</b> (Total Harmonic Distortion + Noise):</p> <p>20 Hz – 22 kHz @ +4 dBu, line level, 0.006 % and/or 20 Hz – 22 kHz @ -56 dBu, mic level, &lt; 0.04 %</p> <p><b>Dynamic Range:</b> 20 Hz – 20 kHz @ 0 dB, &gt; 105 dB</p> <p><b>Crosstalk (Mic/Line):</b> Channel to Channel, stimulus at 20 dBu to receptor at -56 dBu, 1 kHz, &lt; -98 dB</p> <p><b>Input Impedance:</b> Balanced (line to ground), 2,2 kΩ, 1 %</p> <p><b>Nominal Input Level:</b> Adjustable -56 dB to 0 dB, 7 dB step coarse gain</p> <p><b>Maximum Input Level:</b> -65 dBu to 20 dBu</p> <p><b>Phantom Power:</b> 48 V, Impedance 6.81 kΩ</p> <p><b>Output Impedance:</b> Balanced (line to ground), 95 Ω, 1 %</p> <p><b>Output Level:</b> 0 dBu (Nominal), 20 dBu (Max), -40 dBu (Selectable)</p> <p><b>Port Type:</b> USB-B connector</p> <p><b>Audio:</b> supporting Digital Audio, 2 x 2 bi-directional channels</p> <p><b>Sample Rate:</b> Up to 48 kHz</p> <p><b>Sample Bit Depth:</b> up to 24-Bit</p> <p><b>Compatible:</b> USB 2.0 and USB 3.0</p> <p><b>Port Type:</b> Compatible RJ-45, 10/100 Mbps Ethernet Network, Auto Negotiation</p> <p><b>IP address:</b> support IPv4 (IPv6 upgradeable through future s/w, f/w upgrade)</p> <p><b>Ports Type:</b> compatible with RJ-45 (Cat 5e or Cat 6)</p> <p><b>C-Link In &amp; Out:</b> Proprietary Expansion Bus</p>			

	<b>Audio:</b> up to 150 Expansion channels				
	<b>Cable:</b> type Solid core, factory terminated Cat 5e or 6 cable				
	<b>Distance:</b> Up to 80' (24 M)				
	<b>Power on:</b> "spare pairs" 4, 5 and 7, 8				
	<b>Input voltage range:</b> 48 V to 56 V				
	<b>Audio:</b> Up to 3 Beamforming Microphone Array 2 units + up to 3 DIALOG 20 Wireless Receiver units + Up to 3 USB Expander units + Up to 3 GPIO Expander units				
	<b>Cable:</b> Solid core, factory terminated Cat 5e or 6 cable				
	<b>Distance:</b> Up to 200' (60 M)				
	<b>Port Type:</b> DB9 Female				
	<b>Settings:</b> 9600/19200/38400/57600/115200 Baud; Serial Echo; Flow Control				
	<b>Support:</b> Serial commands				
	<b>Supported Cameras(tracking):</b> Unite 150, Unite 200, Unite 160, Unite 260 (One Camera per DSP)				
	<b>Communication Protocol:</b> VISCA				
	<b>Communication options:</b> Serial (RS-232) or Ethernet (VISCA over IP)				
	<b>USB control Port Type:</b> USB-B connector				
	<b>Location:</b> Front Panel				
	<b>Compatible:</b> USB 2.0, USB 3.0				
	<b>LED Location:</b> Front Panel				
	<b>Off:</b> Unit still initializing				
	<b>Blue - Fast Blinking:</b> Stack Syncing in progress				
	<b>Blue - Slow Blinking:</b> Unit not configured				
	<b>Blue - Solid:</b> Configured unit				
	<b>Red - Fast Blinking:</b> Stack Sync error				

	<b>Locate LED:</b> Blue - Blinking: Unit "Locate" command received.				
	<b>Power LED:</b> Blue - Solid: Unit is powered on				
	<b>Touch Sensor Type:</b> Capacitive Touch Button				
	<b>Location:</b> Front Panel				
	<b>Mains Voltage:</b> 100-240 VAC, 50/60 Hz				
	<b>Power Consumption:</b> 50 Watts Typical				
	Thermal: Up to 170 BTU/Hr Typical				
	<b>Dimension Width x Depth x Height:</b>				
	Without rack-ears: 17.1 x 10.7 x 1.7 "(431 x 273 x 44 mm) and / or with rack-ears: 19.1 x 10.7 x 1.7 "(483 x 273 x 44 mm)				
	<b>Unit Weight:</b> Up to 9.3 lbs (4.2 Kg)				

<b>Proposed Delivery time DDP:</b> <b>(Maximum is up to 90 days)</b>	<b>Better Deadline in calendar days (Number of days from the day after the reception of award notification letter)<sup>12</sup>:</b>	... days
<b>Proposed Warranty period</b> <b>(<u>minimum is not less than 1 year =12 months</u>)</b>	<b>Better After-sales services and technical assistance in calendar months (from the provisional reception of supplies)<sup>13</sup></b>	.... Months

<sup>12</sup> should not go beyond 90 days

<sup>13</sup> Should not be below 1 year

## 6 Forms

### 6.1 Identification form

#### 6.1.1 Natural person

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:412289af-39d0-4646-b070-5cfed3760aed>

<b>I. PERSONAL DATA</b>			
FAMILY NAME(S) <sup>14</sup>			
FIRST NAME(S)			
DATE OF BIRTH			
DD	MM	YYYY	
PLACE OF BIRTH (CITY, VILLAGE)		COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE <sup>15</sup>	OTHER <sup>16</sup>
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER <sup>17</sup>			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION <sup>18</sup>	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
<b>II. BUSINESS DATA</b>		If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?  YES      NO		BUSINESS NAME (if applicable)  VAT NUMBER  REGISTRATION NUMBER  PLACE OF MAIN REGISTRATION CITY COUNTRY	
DATE		SIGNATURE	

<sup>14</sup> As indicated on the official document.

<sup>15</sup> Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

<sup>16</sup> Failing other identity documents: residence permit or diplomatic passport.

<sup>17</sup> See table with corresponding denomination by country.

<sup>18</sup> To be completed with Region, State or Province by non-EU countries only, excluding EFTA and candidate countries.  
Enabel • Belgian development agency • Public-law company with social purpose

### 6.1.2 Private/public law body with legal form

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b>

<b>OFFICIAL NAME<sup>19</sup></b>				
<b>BUSINESS NAME (if different)</b>				
<b>ABBREVIATION</b>				
<b>LEGAL FORM</b>				
<b>ORGANISATION</b>	<b>FOR PROFIT</b>			
<b>TYPE</b>	<b>NON FOR PROFIT</b>	<b>NGO<sup>20</sup></b>	<b>YES</b>	<b>NO</b>
<b>MAIN REGISTRATION NUMBER<sup>21</sup></b>				
<b>SECONDARY REGISTRATION NUMBER (if applicable)</b>				
<b>PLACE OF MAIN</b>				
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>		
<b>DATE OF MAIN REGISTRATION</b>				
	<b>DD</b>	<b>MM</b>	<b>YYYY</b>	
<b>VAT number</b>				
<b>ADDRESS OF</b>				
<b>HEAD OFFICE</b>				
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>		
<b>COUNTRY</b>	<b>PHONE</b>			
<b>E-MAIL</b>				
<b>DATE</b>		<b>STAMP</b>		
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>				

<sup>19</sup> National denomination and its translation in EN or FR if existing.

<sup>20</sup> NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

<sup>21</sup> Registration number in the national register of companies. See table with corresponding denomination by country.

### 6.1.3 Public-law body<sup>22</sup>

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

<b>OFFICIAL NAME<sup>23</sup></b>			
<b>ABBREVIATION</b>			
<b>MAIN REGISTRATION NUMBER<sup>24</sup></b>			
<b>SECONDARY REGISTRATION NUMBER</b>			
<b>(if applicable)</b>			
<b>PLACE OF MAIN</b>			
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>			
	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>OFFICIAL ADDRESS</b>			
<b>POSTCODE</b>		<b>P.O. BOX</b>	
	<b>CITY</b>		
<b>COUNTRY</b>		<b>PHONE</b>	
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>			

<sup>22</sup> meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

<sup>23</sup> National denomination and its translation in EN or FR if existing.

<sup>24</sup> Registration number in the national register of the entity.

**6.1.4 Subcontractors**

Name and legal form	Address / Registered office	Regards

## 6.2 Tender form – Prices (cover page)

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

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

**VAT percentage: .....%.**

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.1., must be included in the tender with unit prices by item.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

**Certified true and sincere,**

**Done at ....., on .....**

## Detailed Pricing: Supply and installation of video conferencing equipment (page 2)

The bidder should provide the price per item as listed in the section “Item” of the detailed specifications.

The unit prices of delivery can be expressed **per piece** or **per standard package**.

If it is per **standard package**, the exact quantity (in the package) should be mentioned.

Item n°	Description	Qty	Unit costs incl. VAT in Euros	Total costs incl. VAT in Euros (DDP)
1 <sup>st</sup> floor				
1	DISPLAY SCREEN 81 inch	1		
2	CONFERENCE SYSTEM BAR	1		
3	WIRELESS CONFERENCING	1		
4	INTUITIVE TOUCH INTERFACE	1		
2 <sup>nd</sup> floor				
1	DISPLAY SCREEN 81 inch	1		
2	CONFERENCE SYSTEM BAR	1		
3	WIRELESS CONFERENCING	1		
4	INTUITIVE TOUCH INTERFACE	1		
3 <sup>rd</sup> floor				
1	VIDEOWALL 4x2, 55” bezel-less tiled LCD video wall platform	1		
2	GRAPHIC CONTROLLER	1		
3	VIDEO WALL DISPLAY CONTROL SYSTEM	1		
4	WIRELESS CONFERENCING	2		
5	SMART CAMERA	2		
6	DISPLAY SCREEN 81 inch	1		
7	DSP MIXER	1		
8	TABLETOP MICROPHONE	2		
9	CHANNEL WIRELESS RECEIVER	1		

10	MICROPHONE WIRELESS	4		
11	AMPLIFIER	1		
12	CEILING SPEAKER	6		
13	DIGITAL PODIUM	1		
14	MINI PC CONTROL	1		
15	TABLE LCD	1		
4 <sup>th</sup> Floor				
1	VIDEOWALL 4x2, 55" bezel-less tiled LCD video wall platform	1		
2	GRAPHIC CONTROLLER	1		
3	VIDEO WALL DISPLAY CONTROL SYSTEM	1		
4	WIRELESS CONFERENCING	2		
5	SMART CAMERA	1		
6	MINI PC CONTROL	1		
7	TABLE LCD	1		
8	RETRACTABLE MOTORIZED MONITOR CONSOLES	37		
9	CONFERENCE DISCUSSION SYSTEM	37		
10	DIGITAL PODIUM	1		
11	AMPLIFIER	1		
12	CEILING SPEAKER	6		
13	DSP MIXER	1		

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature: .....

## 6.3 Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
  - 1° Involvement in a criminal organisation
  - 2° **corruption**
  - 3° **fraud**
  - 4° terrorist offence, offence linked to **terrorist** activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° **money laundering or financing of terrorism**
  - 6° **child labour** and other trafficking in human beings
  - 7° employment of foreign citizens under **illegal** status
  - 8° the creation of a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer which fails to fulfil his obligations relating to the **payment of taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges;
3. The tenderer is in a state of **bankruptcy, liquidation, cessation of activities, judicial reorganisation** , or has admitted bankruptcy, or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered serious professional misconduct, among others:

A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019;
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5. When a conflict of interest cannot be remedied by other, less intrusive measures;
6. Significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another sanction.  
Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.  
The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.
7. Restrictive measures have been taken vis-à-vis the supplier with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.
8. The tenderer or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Location:

Signature

## 6.4 Integrity Statement of the tenderer

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I / we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the supplier from this and other public contracts for Enabel.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Date

Location

Signature

## 6.5 Selection file – Economic capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past three financial years the tenderer must have achieved <b>a total turnover of at least the value of the tender.</b></p> <p>He shall include in his tender a statement on the annual turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements</p>	<p><b><u>The statement on the total turnovers achieved during one of the past three financial years</u></b></p>
<p>The tenderer must also provide evidence <b>of his financial solvability.</b></p> <p>This financial capacity will be evaluated on the basis of the approved Financial Statements for the last three financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.</p> <p>Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.</p> <p>Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years <b>shall include them in their tender.</b></p> <p>This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired.</p>	<p><b>The approved Financial Statements documents of the last 3 years, to be attached.</b></p>

## 6.6 Selection file – Technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017	
<p>The tenderer is required to meet the following minimum requirements:</p> <p>Minimum required experience of the company</p> <ul style="list-style-type: none"> <li>- The company should have a general experience of at least 5 years in supply of IT and electronic equipment or related supplies.</li> <li>- The company should have accomplished at least 2 similar supplies with the same magnitude and scope (proven by the related 2 certificate of good completion). ie supply of video conferencing equipment or related supplies.</li> </ul> <p>The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients.</p> <p>The references are backed by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the supplier.</p>	<p><b>PROVIDE THE PROOF OF THE MINIMUM REQUIRED PROFILE for the firm as described here.</b></p>
<p>An indication of the proportion of the contract which the supplier intends possibly to <b>subcontract</b>.</p>	<p>supporting documents to be attached (if any)</p>

## Other documents to be provided

### 6.7 Power of attorney

The Bidder shall include in his tender the **power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

### 6.8 Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**<sup>25</sup> from the competent authority.

### 6.9 VAT Registration certificate

### 6.10 Non-Bankruptcy certificate

### 6.11 Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification<sup>25</sup> from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the 1<sup>st</sup> term of 2023.

### 6.12 Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**<sup>25</sup> (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

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<sup>25</sup> In case of a consortium or a temporary association, the certificate must be submitted for all members.

### 6.13 List of the similar supplies delivered.

Bidder must provide in his bid the list of the **main similar supplies with the same magnitude (min. 2) delivered in the last 5 years (supply of video conferencing equipment or related supplies)**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the Bidder has experience in delivering those supplies. The minimum total amount of each delivery during the last 5 years must equal to the amount of their bid in euros.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 5 years	Name of the Client

### 6.14 Certificates of completion

For each of the listed projects (minimum 2), the Bidder must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

## 6.15 Model of Bank guarantee

Bank X

Address

Performance guarantee n° X

This performance guarantee is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of

X € (X euros)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents **Enabel RWA21001-10029**” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance guarantee shall be released in accordance with the provisions of the tender documents Enabel RWAX and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance guarantee must be addressed by registered mail to the Bank X, address, with mention of the reference: **RWA21001-10029**.

Any payment made from this performance guarantee will ipso jure reduce the amount secured by the Bank.

The performance guarantee is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X

Signature:

Name:

.....

## 6.16 Annexes

### 6.16.1. GDPR clause (in case where service provider will process personal data)

*This Annex must be used where the contractor is a subcontractor in the meaning of the GDPR, i.e. a natural or legal person which processes personal data on behalf of Enabel.*

*Personal data = any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.*

AGREEMENT on the Processing of personal data (GDPR)

**BETWEEN:**

**Contracting authority: Enabel, the Belgian development agency**, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by: [.....],

Hereinafter referred to as 'the contracting authority' or 'personal data controller'.

**AND:**

**Contractor:** [.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],

in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as 'the contractor' or 'processor'.

The contracting authority and the contractor are referred to separately as a 'Party' and are jointly referred to as the 'Parties'.

## **Preamble**

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

## **Article 1: Definitions**

- 1.1. Terms such as 'process'/'processing', 'personal data,' 'personal data controller', 'processor' and 'personal data breach' must be interpreted in light of data protection legislation. 'Data protection legislation' refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

## **Article 2: Subject-matter of the Agreement**

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
  - a) Personal data processing activities;
  - b) The categories of personal data processed;
  - c) The categories of stakeholders to which the personal data of the contracting authority's relate;

- d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

### **Article 3: Instructions of the contracting authority**

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

### **Article 4: Assistance to the contracting authority**

- 4.1. **Legal conformity.** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach
- (b) The categories of personal data
- (c) The categories and approximate number of data subjects concerned
- (d) The categories and approximate number of personal data records concerned
- (e) The likely consequences of the personal data breach

- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

#### **Article 5: Obligations of the contractor/processor**

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.

- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

#### **Article 6: Obligations of the contracting authority/controller**

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: [dpo@enabel.be](mailto:dpo@enabel.be)

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.
- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

#### **Article 7: Use of subsequent subcontractors/processors**

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR.<sup>26</sup>
- 7.2. The contractor may engage another subcontractor (hereinafter, the ‘subsequent subcontractor’) for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the

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<sup>26</sup> To be adapted in accordance with Tender Specifications.

subcontracting contract. The contracting authority disposes of 30 days from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.

- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GDPR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

- 7.5. Where the subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of that subsequent subcontractor's obligations.
- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

#### **Article 8: Rights of the data subject concerned**

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
  - The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
  - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
  - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.

- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

#### **Article 9: Security measures**

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

#### **Article 10: Audit**

- 10.1. The contractor acknowledges that the contracting authority falls under the supervision of one or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contractor's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.

- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.
- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

#### **Article 11: Transfers to third parties**

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

#### **Article 12: Transfer outside the EEA**

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

#### **Article 13: Behaviour towards national government and judicial authorities**

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

#### **Article 14: Intellectual property rights**

14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

#### **Article 15: Confidentiality**

- 15.1. The contractor undertakes to guarantee the confidentiality of personal data and of their processing.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

#### **Article 16: Liability**

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

#### **Article 17: End of contract**

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

#### **Article 18: Mediation and competence**

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
  - To refer the dispute to mediation with an independent person
  - To refer the dispute to the courts of the place of establishment of the contracting authority

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- 18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.
- 19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

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Name: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

## **Annex 1: Description of personal data processing activities by the contractor<sup>27</sup>**

### **1. Processing activities carried out by the subcontractor**

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

### **2. The categories of personal data that the subcontractor will process on behalf of the controller (\*indicate as appropriate).**

- ☐ Personal identification data (e.g. name, address and telephone)
- ☐ Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)
- ☐ Copies of identity documents
- ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- ☐ Physical data (e.g. height, weight, etc.)
- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits

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<sup>27</sup> To be filled out by the contracting authority and the contractor.

- ☐ Education and training
- ☐ Career and occupation (e.g. function, title, etc.)
- ☐ Images/photos
- ☐ Sound recordings
- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ Other categories of data, <Describe>

**3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)**

- ☐ Special categories of personal data (Art. 9 GDPR)
  - Data revealing racial or ethnic origin
  - Data concerning sexual orientation
  - Political opinions
  - Trade union membership
  - Religious or philosophical beliefs
- ☐ Data concerning health (Art. 9 GDPR)
  - Physical health
  - Mental health
  - Risk situations and risk behaviours
  - Genetic data
  - Healthcare data
- ☐ Judicial data (Article 10 of the general data protection law)
  - Suspicions and indictments
  - Convictions and sentences
  - Judicial measures
  - Administrative sanctions
  - DNA data

**4. The categories of data subjects concerned (\*indicate as appropriate)**

- ☐ (Potential)/(former) clients

If yes, <describe>

- ☐ Applicants and (former) employees, interns, etc.

If yes, <describe>

- ☐ (Potential)/(former) suppliers

If yes, <describe>

- ☐ (Potential)/(former) (business) partners

If yes, <describe>

- ☐ Other category

If yes, <describe>

**5. Extent of processing (number of records/number of data subject concerned)**

<Describe>

**6. Period of use and period for which the (various categories of) personal data are stored:**

<Describe>

**7. Processing place**

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

**8. Use of following subsequent subcontractors/processors:**

<Describe>

## 9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name: <sup>28</sup>	
Title:	
Telephone number:	
E-mail:	

## 10. Contact details of the responsible contact person at the subcontractor's:

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

## Annex 2: Security of processing<sup>29</sup>

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.<sup>30</sup>

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<sup>28</sup> Identify the person responsible of the project/department/other as appropriate

<sup>29</sup> To be filled out by supplier

<sup>30</sup> Consideration 81 of the GDPR

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]