



Tender Specifications

Public framework contract for the Supply of Mobile digital tool kits

Direct Negotiated Procedure with Prior Publication

Navision code: 2834TZA-10174

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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.

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, 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 procurement contract, Enabel is represented by Koen Goekint, Country Director, and Othman Boufaied, Contract Manager, or, where applicable, by any other person(s) duly mandated in accordance with Enabel’s mandate structure to represent Enabel vis-à-vis third parties and to award public procurement contracts.

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 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- 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 2003³, 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;

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ 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 procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- Local legislation with regards to sexual harassment at the workplace or equivalent

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

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 9 May 2017.

⁸ Belgian Official Gazette of 27 June 2017.

Regulation, hereinafter referred to as ‘the GDPR’), and repealing Directive 95/46/EC;

The 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; 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>.

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 Country Director of Enabel in Tanzania and/or any other person(s) duly mandated in accordance with Enabel’s mandate structure to represent Enabel vis-à-vis third parties;

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 works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

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 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 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation or abuse, etc.) must be sent to the

Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law 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 the public 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.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the public contract

2.1 Type of contract

This contract is a public supply framework contract.

2.2 Subject-matter of procurement

This framework contract is for the Supply of Mobile digital tool kits, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The framework contract has one single lot, which is indivisible, as the supplies and related components are interdependent and must ensure compatibility, uniform technical and quality standards, and a single point of responsibility to guarantee efficiency, quality, and cost-effectiveness. A tender for part of a lot is inadmissible.

2.4 Items

The framework contract consists of the items listed in **section 6**.

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

2.5 Duration of the public contract⁹

The framework contract shall enter into force upon notification of award and shall be valid for a fixed period of one (1) year. It may be renewed annually for up to three (3) additional years, in accordance with the terms and conditions set out in the initial Tender specifications. Should the framework contract not be renewed, the supplier shall not be entitled to claim any damages.

2.6 Variants

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

2.7 Option

Options are not permitted

2.8 Quantity

Minimum quantities are indicated in section 6.

⁹ 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 with Article 41 of the Law of 17 June 2016 via a Direct Negotiated Procedure with Prior Publication.

3.2 Publication

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

These Tender Specifications are posted on the website of Enabel (www.enabel.be). Such publication constitutes an invitation to tender.

The contract notice is also advertised through the OECD website.

3.3 Information

The awarding of this contract is coordinated by **Mr. Alern Mgeni**. 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 10 days before the final date of receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to **Mr. Alern Mgeni**, address alern.mgeni@enabel.be and they will be answered in the order received. The complete overview of questions asked will be available at www.enabel.be five (5) days before the final date of receipt of tenders.

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

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.

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

The tenderer must use the tender form in annex. 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 tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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

The tender of the tenderer will consist of the physically separate sections mentioned below (see point o “Forms”):

3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of 90 calendar days from the tender reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Determination of prices

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

This public contract is a lump-sum price contract, i.e. a contract in which the global price is a flat fee that covers the whole performance of the contract or each of the items of the inventory.

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

The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. This includes the applicable Withholding Tax, which is 5% for local suppliers and 15% for foreign suppliers. The withholding tax must be included in the quoted price and applies only to services and works.

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;

Where applicable, the measures imposed by occupational safety and worker health legislation;

6° acceptance costs;

7° customs and excise duties.

All prices are DDP (INCOTERMS 2020) .
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3.4.5 How to submit tenders?

Without prejudice to any variants, the tenderer may only submit one tender.

The offer should be submitted in English.

The tender and all accompanying documents must be numbered and signed (original handwritten signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The tenderer submits his tender as follows:

- One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender (see Part 3.4.1) These copies may be submitted in one or more PDF files on a USB stick before **2nd July 2026 at 4:00pm EAT.**

It is submitted in a properly sealed envelope bearing the following information:
Tender **2834TZA-10174 Public framework contract for the Supply of Mobile digital tool kits NOT TO BE OPENED BEFORE 2nd July 2026 at 4:00pm EAT.**

It may be submitted:

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

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

Enabel

Enabel Tanzania Country Office

14/15 Masaki, Haile Selassie Road

Oasis Office Park, 4th Floor

P.O Box 23209,

Dar es Salaam, Tanzania

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 12 pm and from 1 pm to 5pm EAT (see the address given under point a) above).

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the offers are submitted in due time.

Attention: Bids received by email will not be considered

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.

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.

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in clause 1 is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.7 Opening of Tenders

The tenders will be opened behind closed doors after submission.

3.5 Selection of tenderers

3.5.1 Exclusion grounds

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 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.

3.5.2 Selection criteria

Moreover, by means of the documents requested above, 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.

3.5.3 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to regularity.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criterion stated in the procurement documents. This evaluation will be conducted based on the award criterion 'price/cost' given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations are closed, the BAFO will be compared with the exclusion, selection and

'price/cost' award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this contract.

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

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

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.5.4 Award criteria ♣

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the criteria listed in section 5.

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

The contract 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 contract, either redo the procedure, if necessary, through another award procedure.

The contracting authority also reserves the right to award only certain lots and to decide that the other lots will be the subject matter of one or more new contracts, if necessary, according to another award procedure in accordance with Article 58 §1, third paragraph.

3.6 Concluding the public contract

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 via digital platforms, e-mail or fax and, on the same day, by registered post.

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

- These Tender Specifications and its annexes.
- The approved BAFO 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 of 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.

4.1 Managing official (Art. 11)

The managing official is **Ms. Lotte Van Praet**, e-mail: lotte.vanpraet@enabel.be.

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 responsible for the follow-up of the performance of the contract.

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 supplies, 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 point Contracting authority.

Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) 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.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

When the contractor 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.

4.3 Confidentiality (Art. 18)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other 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, where applicable, to carry out this public contract (particularly regarding 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 the 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.

4.4 Personal data protection

4.4.1 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.

4.4.2 Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply:

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.

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire 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.

4.6 Performance bond (Art. 25 to 33)

For this contract, no performance bond is required.

4.7 Conformity of performance (Art. 34)

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

4.8 Changes to the public contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor 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 contractor 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 contractor'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 contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.8.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.8.3 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 contractor 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 contractor 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 contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.8.4 Unforeseeable circumstances

As a rule, the contractor 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 Performance modalities (Art. 115 et seq.)

4.9.1 Deadlines and terms (Art. 116)

The supplier must deliver the goods within **60 calendar days** starting from the day following the date of dispatch of a purchase order.

4.9.2 Quantities to be supplied (Art. 117)

The public contract's minimum quantities are mentioned in section 6. These minimum quantities apply exclusively to the supply of goods. No minimum quantity is guaranteed for the training component under this framework contract.

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 requested, by concluding this contract the supplier acquires the right to deliver the minimum quantities of goods specified under 'Quantities', under penalty of indemnification by the contracting authority.

4.9.3 Place where the supplies must be delivered and formalities (Art. 149)

The supplies will be delivered **DDP to the below delivery location(s)**:

Tanzania	Rwanda
Plot No. 132/17, Kaya roadblock P.O box 24 Kigoma, Tanzania	10, KN 67 Street – Sanlam Tower 6th Floor, Wing A - Opposite the Catholic Church St. Michel BP 6089, Kiyovu – Kigali - Rwanda

4.9.4 Packaging (Art. 119)

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

4.9.5 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.

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 or get supplied by another supplier.

4.9.6 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 Art. 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.

4.10 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.

4.11 Means of action of the contracting authority (Art. 44–51 and 123–126)

The contractor's default is not solely related to the supplies as such but also to the whole of the contractor'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 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.

In case of violation, the contracting authority may impose a lump-sum fine to the contractor 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 appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. 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.

4.11.1 Failure of performance (Art. 44)

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

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

2° at any time, when performance 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 contractor by registered mail.

The contractor 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 contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.11.2 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 contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

4.11.3 Measures as of right (Art. 47 and 124)

§1 When, upon expiry of the term given in Article 44, §2, the contractor 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 contractor 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 contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

4.12 End of the public contract

4.12.1 Acceptance of the products delivered (Art. 64-65 and 128)

The managing official will closely follow up the delivery.

Provisional acceptance

Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

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 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.

4.12.2 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.

4.12.3 Guarantee period (Art. 134)

The warranty period begins on the date of provisional acceptance and ends at the conclusion of the warranty period, as detailed in Section 5.

4.12.4 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.

4.12.5 Invoicing and payment of supplies (Art. 66 to 72 – 127)

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

For Tanzania: Tanzania.Admin@enabel.be and copy to **Ms. Lotte Van Praet** and **Ms. Esra Nurja** e-mail: lotte.vanpraet@enabel.be & esra.nurja@enabel.be & Patrick.ndagijimana@enabel.be.

For Rwanda: rwa.invoices@enabel.be and copy to **Mr. Patrick Ndagijimana** e-mail: Patrick.ndagijimana@enabel.be.

Only delivery that has been performed correctly may be invoiced.

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.

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.

The invoice must be in EUROS.

To facilitate the VAT exemption process in Tanzania and in Rwanda and avoid delays in payments, supplier must provide the proforma invoice(s) corresponding to the upcoming payment(s), as outlined in the payment terms of the tender document. These proforma invoices must be sent within 3 days from the date of order placed to:

- **Purchase orders for Tanzania:** tanzania.admin@enabel.be cc lotte.vanpraet@enabel.be & esra.nurja@enabel.be
- **Purchase orders for Rwanda:** rwa.invoices@enabel.be cc Patrick.ndagijimana@enabel.be

Pursuant to Article 67, §1, 4° of the General Implementing Rules (GIR), 50% of the payment may be made upon placement of the order. In such case, the remaining 50% will be paid upon delivery and acceptance of the goods.

Payment of the advance shall be subject to the submission by the Contractor of a dated written request and shall be made at the discretion of the Contracting Authority.

The Contracting Authority reserves the right to request, as a condition for the payment of the advance, a financial guarantee acceptable to the Contracting Authority for the full amount of the advance.

Where such guarantee is requested, it shall only be released once the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the Contracting Authority.

The financial guarantee must enable the Contracting Authority to obtain reimbursement of the advance paid in the event of total or partial non-performance of the public contract.

4.13 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 contractor 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 Laura Jacobs

rue Haute 147

1000 Brussels

Belgium

4.14 Obligations of the contracting authority (Art. 136)

The contracting authority shall:

1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;

2° make no changes to the goods delivered without the written preliminary approval of the supplier.

4.15 Obligations of the supplier (Art. 137 and 138)

The supplier shall:

1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;

2° unless otherwise stipulated in the procurement documents, ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

Where the supplies are completely or partially destroyed during the contact term without the contracting authority being liable, the supplier shall replace these or repair them at his costs within the deadline set.

5 Terms of reference

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 specifications described below.

5.2 Technical specifications

5.2.1 Background

Digital technologies play an increasingly important role in supporting teaching, learning, skills development, and institutional capacity building. However, many education institutions continue to face challenges related to limited connectivity, insufficient access to digital learning resources, and varying levels of digital competence among educators and learners.

To address these challenges, Enabel and its partners may implement initiatives aimed at strengthening digital transformation within education and training systems in Tanzania and Rwanda. Such initiatives may include the provision of mobile digital learning solutions, the establishment of innovation-oriented learning environments, and the strengthening of digital competencies among educators, trainers, learners, and other stakeholders.

These initiatives seek to equip schools, vocational training centres, teacher training institutions, and other education stakeholders with appropriate digital tools and resources while supporting the effective integration of digital pedagogies and innovative learning approaches. They may also involve the development of training resources, capacity-building activities, and sustainable governance and operational models to ensure long-term impact and institutional ownership.

The expected results of such initiatives include:

- Improved access to digital tools, resources, and learning solutions;
- Strengthened digital competencies among educators, trainers, learners, and other stakeholders;
- Enhanced integration of digital technologies into teaching, learning, and institutional processes;
- Establishment and strengthening of innovation-oriented learning environments that support collaboration, continuous learning, and knowledge sharing;
- Development of sustainable operational and governance approaches to support the long-term use of digital solutions; and
- Increased opportunities for digital skills development and innovative teaching and learning practices.

This framework contract may be used to support digital education, training, innovation, and capacity-building initiatives implemented by Enabel in Tanzania and Rwanda.

5.2.2 Purpose and objective

Enabel is addressing three (3) main challenges:

1. Limited digital competencies among educators, trainers, and learners;

2. Limited access to digital devices, digital content, reliable electricity, and internet connectivity; and
3. The limited availability of practical and flexible digital learning solutions that support the integration of digital pedagogies into teaching, learning, and capacity-development activities.

To address these challenges, Enabel implements projects and programmes aimed at strengthening digital transformation within education and training systems in Tanzania and Rwanda. Such interventions may include the establishment or strengthening of digital learning and innovation spaces, the provision of digital learning equipment, and capacity-building activities for educators, trainers, learners, and other stakeholders.

As part of these initiatives, Enabel may procure Mobile Digital Toolkits and related services to support the integration of digital technologies into teaching, learning, training, and knowledge-sharing activities.

The objective of this framework contract is to provide Mobile Digital Toolkits and associated services, including delivery, installation, training, and technical support, for projects implemented by Enabel in Tanzania and Rwanda.

The Mobile Digital Toolkit is a portable digital learning solution designed to facilitate teaching, learning, training, and knowledge-sharing activities, particularly in environments where access to electricity and internet connectivity may be limited.

5.2.3 Requirements for the training sessions

Upon request from Enabel, the supplier shall provide user training sessions related to the Mobile Digital Toolkits, together with a user manual for educators and a training manual for future trainers. The location, timing, and target audience of the training sessions shall be specified in the individual purchase order issued under this framework contract.

Training sessions may be delivered at Enabel offices or other venues designated by Enabel in Tanzania and Rwanda. Potential locations include, but are not limited to, Kigoma, Kasulu, and Nyansha in Tanzania, and Kigali, Bugesera, and Rubengera in Rwanda.

The objectives of the training sessions shall include:

- Introducing the Mobile Digital Toolkits and their functionalities;
- Building participants' capacity to effectively operate and utilize the toolkits;
- Supporting the integration of the toolkits into teaching, learning, and administrative processes;
- Facilitating discussions on user requirements, implementation approaches, and user journeys where relevant.

Training sessions may target Enabel staff, government officials, teacher educators, teachers, head teachers, school management teams, IT champions, trainers, and other relevant stakeholders identified by Enabel.

The training methodology shall be practical, hands-on, and adapted to the needs and profile of the participants to ensure effective use of the toolkits following the training.

Each training session should last approximately five (5) hours, with an additional two (2) hours dedicated to future trainers or designated trainers. The exact duration, number of participants,

and training schedule may be adjusted by Enabel depending on the specific requirements of each assignment.

5.2.4 Selection Criteria

The tenderer must provide the following documents to be considered for evaluation:

- At least 2 client references for deliveries of Mobile digital toolkits within the last five (5) years.
- Provide audited financial statements to demonstrate an average annual turnover of at least 70.000 Euros for the past 3 financial years (2023-2025). If the audited financial statements for the financial year 2025 are not yet available at the time of submission, the tenderer may submit the interim financial statements for 2025 together with the audited financial statements for 2023 and 2024.

5.2.5 Award Criteria

The award criterion for this contract is 100% price.

5.2.6 Warranty

The warranty period is 1 year for all items except for the projector where the warranty period is 2 years. The warranty period begins from the moment the projector, identified by its serial number, is activated.

6 Forms

6.1 Identification forms

6.1.1 Public-law body¹⁰

Fill out the form below:

OFFICIAL NAME¹¹	
ABBREVIATION	
MAIN REGISTRATION NUMBER¹²	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN	
REGISTRATION	CITY COUNTRY
DATE OF MAIN REGISTRATION	DD MM YYYY
VAT NUMBER	
OFFICIAL ADDRESS	
POSTCODE	P.O. BOX CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

¹⁰ 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.).

¹¹ National denomination and its translation in EN or FR if existing.

¹² Registration number in the national register of the entity.

6.1.2 Financial Identification

ACCOUNT NAME (1)		
ADDRESS		
TOWN/CITY	POST CODE	
COUNTRY		
CONTACT		
TELEPHONE	TELEFAX	
E - MAIL		
BANK (2)		
NAME OF BANK		
ADDRESS (OF BRANCH)		
TOWN/CITY	POST CODE	
COUNTRY		
ACCOUNT NUMBER		
IBAN (3)		
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION
COMMENTS:		
STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)		DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)

- (1) The name or title under which the account was opened and not the name of the authorised representative.
- (2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.
- (3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.

6.1.3 Subcontractors (if applicable)

Name and legal form	Address / Registered office	Regards

6.2 Technical Offer - Specifications

The tenderers are requested to submit a technical offer by completing the below tables.

- Columns 2 and 3 show the required specifications (which should not be modified by the tenderer)
- Column 4 is to be filled in by the tenderer and must detail what is being offered (simply indicating the words “compliant” or “yes” is not sufficient)
- Column 5 allows the tenderer to provide comments on the proposed supply and to reference any relevant documentation.

S/N	Item		Minimum specification required	Specifications offered	Comments/ remarks
1	All-in-one Reach Kit (for educational use) including:	Smart Projector	Projection Technology: DLP technology with Brilliant Colour; 3-LED light source, 3D projection via built-in 2D-3D		
			Brightness & Optics: Min.600 ANSI lumens brightness		
			Contrast ratio: Min. 1000:1.		
			Throw ratio: 1.2:1 (a 2 m distance yields ~76" image or equivalent), with min. 4-point keystone correction (auto vertical, manual horizontal).		
			Resolution & Media: Native resolution min. WXGA (1280×800) for HD-ready clarity. Supports input signals up to at least 4K compatible with video input files for playback, common video, audio, and image formats, audio codecs, and image formats.		
			Smart OS & Apps: Operating system enabling media playback and wireless connectivity (Android 9.0 OS with a custom DCS interface).		

		Min. 4 GB RAM and 32 GB internal storage for apps/content, or equivalent.		
		Connectivity: Dual-band Wi-Fi (2.4 GHz & 5 GHz, 2×2 MIMO antennas) for internet connectivity, Bluetooth 5.0., Ethernet LAN port for wired network access.		
		Physical I/O ports: at least 1× HDMI input, 2× USB (one USB 2.0 and one USB 3.0 for high-speed storage up to 2TB), 1× AV input (3.5mm AV for older video sources), and 1× audio output (3.5mm headphone/SPDIF for external sound).		
		Audio & Internal Speaker: Built-in stereo speakers for basic audio in small rooms.		
		Power & Energy Use: ≤60 W at full power. Compatible with 19 V DC input (3.4 A) from the power bank or AC adapter.		
		Noise level: under 35 dB		
		Integrated Features: Wireless screen mirroring compatible with standard protocols (e.g. Miracast, Airplay, DLNA or equivalent)		
	Bluetooth	Output power: Min. 60 W portable		

		speaker	Bluetooth speaker		
			Audio Features: 360° sound or equivalent immersive sound performance		
			Wireless Audio: Bluetooth min. 5.1 with A2DP support offers min. 10 m range.		
			Additional features: True Wireless Stereo (TWS) pairing or equivalent capability		
			Inputs: AUX input		
			Rugged & Portable: Rated IPX7 waterproof (robust build and dustproof design)		
			Battery Life: Rechargeable battery, giving up to 12 hours playtime, on a 3-hour charge.		
		Wireless keyboard	Wireless Bluetooth foldable QWERTY keyboard, rechargeable via USB.		
		Remote control	IR remote control with convenient navigation of the android interface and basic projector controls.		
		Power bank	Capacity and Output: 240 Wh capacity (equivalent to a 12 V, 20 Ah battery)		
			Multiple output ports: At least 2 DC output ports, including one compatible		

			with the supplied projector and one adjustable output port capable of supplying between 5 V and 20 V for powering a variety of electronic devices.		
			USB Charging: fast-charge USB ports. A USB-A Quick Charge 3.0 port providing 5 V, 9 V, or 12 V output (up to 22.5 W) and a USB-C Power Delivery port supporting 5–20 V input/output (up to 65 W in, 100 W out).		
			Intelligent Controller & Protection: LCD or indicator for setting the DC output voltage and show battery status.		
			Charging Options: chargeable via AC adapter and via solar input.		
		Foldable solar panels with an integrated	Min. 120 W configuration		
			Briefcase-like form for transport - range 12×10 W cell units, foldable.		

		charge controller	<p>Integrated Charge Controller:</p> <p>A built-in multi-channel solar charge controller with multiple standardized outputs:</p> <ul style="list-style-type: none"> • USB-A output: QC3.0 compatible port (5 V/9 V/12 V up to 2 A) to charge phones, tablets, or even run a Raspberry Pi directly from solar. • USB-C output: PD output (5 V/9 V/12 V/15 V/20 V up to ~4.5 A, i.e. 90 W max) for laptops or fast-charging larger devices directly off the panel. • DC output (barrel port): switchable between 12 V, 16 V, and 19~20 V outputs, to charge the power bank or other 12–20 V devices. 		
			An adjustable switch with indicators allowing selection of the correct voltage for a given device (12/16/20 V).		
			Charging performance: production of range of 5.5 A at 12 V or 4.5 A at 20 V in peak sun or equivalent		

		Tripod stand	Lightweight and durable (e.g. aluminium alloy or equivalent) and extending up to min. ~1280 mm (1.28 m) tall and collapsing to ~430 mm for portability. Tripod's standard mounting interface (1/4" camera screw or equivalent) - Design foldable for transport		
		Cables, adapters, connectors	A min. 1.5 m DC extension cable to connect the power bank to the projector.		
			A min. 10 m cable to connect the solar panel to the power bank		
			An HDMI cable		
			An audio cable for optionally linking the projector or speaker to other sound systems.		
			A multi-region AC adapter for charging the power bank from mains (100–240 V AC, 50/60 Hz) with EU two-pin power cable or equivalent.		
			Device Adapters: A set of 12 DC adapter tips for laptops and other devices to connect to the DC output port		
		Carry case	Rugged carry case built to international protection standards: water-resistant and dust-proof, protecting the sensitive		

			electronics from rain, humidity, and dust.		
			Hardened to prevent damage from drops or rough handling		
			Padlockable for security during storage or transport.		
			Handles facilitating to carry the entire kit.		
		Quick-start user guide	Guiding manual for a quick-start user		
2	Tablet with pen and Folio case		Operating system: Android (version 12 OS)		
			Screen: 11 inches		
			Min. 8GB RAM,		
			Min. 64 GB ROM,		
			Min. 60Hz RR		
			Min. 6000 mAh		
			Connectivity: Supports SIM card connectivity, Wi-Fi, and Bluetooth		
3	Charging Case		Charge min. 20 devices simultaneously (even when closed) 11" including protective cover,		
			Integrated LED charging status indicator for each USB port		

		Trolley system; extendable and interchangeable handle with built-in safety device Two side carrying handles and one handle integrated in the front All handles recessed and therefore protected from damage		
		Two castors (built in) with underbody slide system Active ventilation system (max. noise level 31dBA, air performance: range e39m ³ / h)		
		Labelling option for individual case identification Foam completely customisable and replaceable at any time.		
		Charging via USB-C.		
		Autofill detection.		
		Safe storage & Easy to transport		
4	Multi-Socket	Maximum Voltage: 250V		
		Maximum current: 10Amp		
		Maximum Wattage: 2500W		
		Maximum surge current: 10000 Amp		
		Clamping Voltage: 775V		

		Maximum Energy 10/1000u8:350j		
5	Router (Internet Mifi)	Connectivity: 4G and/or 5G network compatible.		
		Wi-Fi: Supports multiple users (minimum 10 devices).		
		Battery: Rechargeable with sufficient autonomy for mobile use (min 3 hrs uptime).		
		Ports: USB or equivalent charging interface.		
6	Projection Screen with Tripod stand	Min. 70", 16:9		
		High quality material projection surface (e.g. made of white fiberglass or equivalent)		
		Sturdy foldable and adjustable tripod		
		Two-ways installation design (stand or on wall)		
		Foldable (easy to transport)		
7	UPS	Capacity: Sufficient to power the projector for a minimum of 10–15 minutes.		
		Output: Compatible with supplied equipment.		

		Protection: Surge protection, voltage regulation, and battery backup.		
		Type: Line-interactive or equivalent.		
		Input Voltage: Compatible with local grid (220–240 V).		

- The technical offer is required for verification of compliance with the minimum technical specifications. It will not be scored and is not part of the award criteria. However, failure to demonstrate compliance will lead to the offer being considered irregular.
- The tenderers are requested to bid for all the items listed above.
- Any documentation provided should clearly highlight or mark the offered models and the included options (if any, so the evaluators can easily identify the exact configuration, offers that do not clearly specify the models and their specifications may be rejected by the evaluation committee)
- The offer must be clear enough to allow evaluators to easily compare the requested specifications with the offered specifications.
- The supplies must be new, guaranteed to be of origin, and free of any flaws or defects that could affect their appearance or proper functioning.

6.3 Tender form - Prices

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 and the global 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.

#	Item	Unit	<u>Rwanda</u> Minimum Qty	<u>Rwanda</u> Unit price DDP VAT excl. (Euro)	<u>Tanzania</u> Minimum Qty	<u>Tanzania</u> Unit price DDP VAT excl. (Euro)	Total Price in Euro
GOODS							
1	All-in-one Reach Kit (for educational use)	PC	20	€	20	€	€
2	Tablet (with pen and Folio case)	PC	200	€	0	€	€
3	Charging Case	PC	10	€	0	€	€
4	Multi-Socket	PC	10	€	0	€	€
5	Router (Internet Mifi)	PC	0	€	12	€	€
6	Projection Screen with Tripod Stand	PC	20	€	0	€	€
7	UPS	PC	10	€	0	€	€
TRAINING COMPONENT							
	Training <i>Potential training locations include</i>	Lump Sum	2	€	1	€	€

<i>Bugesera and Rubengera (Rwanda); Kigoma, Kasulu, and Nyansha (Tanzania).</i>						
TOTAL DDP excl. VAT						€

Tenderers are requested to follow the guidelines below when submitting this form:

- Tenderers shall quote for all items listed in the price form, including items for which the minimum quantity is indicated as zero (0). Unit rates must be provided for all items. The quantities indicated are minimum quantities only and may increase during the implementation of the framework contract.
- The use of this form to quote for prices is mandatory.
- For each item, the Total Price shall be calculated as follows: Total Price = (Rwanda Unit Price × Rwanda Minimum Quantity) + (Tanzania Unit Price × Tanzania Minimum Quantity).
- Please refer to Section 5 for further details regarding the training requirements. Training prices shall be quoted as a lump sum per country, regardless of the training location(s).
- For Tanzania:
 - All prices should be quoted DDP Kigoma Tanzania in Euros, exclusive of VAT.
 - The Contracting Authority is exempt from VAT in Tanzania. Where the Contracting Authority is unable to provide a valid VAT exemption certificate, the applicable VAT shall be paid in addition to the quoted contract amount.
 - Import duties and any other importation-related taxes, duties, charges, or levies applicable in Tanzania shall be included in the quoted price and shall remain the responsibility of the Contractor.
 - Tenderers shall consider the applicable withholding tax on services when quoting for training in Tanzania. The Contracting Authority will deduct the withholding tax (applicable only to the training component value) at source in accordance with Tanzanian legislation (5% for local companies and 15% for foreign companies) and remit it directly to the relevant tax authorities.
- For Rwanda:
 - All prices should be quoted DDP Kigali Rwanda in Euros, exclusive of VAT, import duties, withholding tax, and any applicable levies.
 - The Contracting Authority is exempt from VAT, import duties and any other importation-related taxes, duties, charges, or levies applicable in Rwanda. Where the Contracting Authority is unable to provide the relevant exemption documents, the applicable taxes shall be paid in

addition to the quoted contract amount.

- All other costs up to final delivery should be included in the quoted price.

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

6.4 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° creating 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 has failed to fulfil his obligations to **pay 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.**

Are also considered such serious professional misconduct:

- a. 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 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. When **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, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable 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 contractor with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and proliferation of weapons of mass destruction.

The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian 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

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

8. If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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

6.5 Integrity statement for the tenderers

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 and anti-corruption included in the Tender Documents (see 1.7.), as well as Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019 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 public 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 be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- 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 control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that 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.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date.

6.6 Documents to be submitted – exhaustive list

1. 6.1. Identification Forms
2. 6.2 Technical Offer
3. 6.3 Tender Form -Prices
4. 6.4 Declaration on honour – exclusion criteria.
5. 6.5 Integrity statement for the tenderer.
6. Two (2) Client References.
7. Financial statements for the past 3 financial years (2023-2025).
8. **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.
9. **Incorporation certificate:** The Bidder shall include in his tender the incorporation certificate from the competent authority.
10. **Criminal record** certificate for the person mandated to commit for the firm
11. **Certification of clearance with regards to the payments of social security contributions:** At the latest before award, the Bidder must provide a certification 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 first term of 2025.
12. **Certification of clearance with regards to the payments of applicable taxes:** At the latest before award, the bidder must provide a recent certification (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.