

Tender Specifications RWA23003-10014

**Public supply contract for the “Supply installation
and user training of IT and Furniture equipment for
Regional e-learning hubs”**

Negotiated Procedure without Prior Publication

Country: Rwanda

TRIBE -HUB PROJECT - RWA2300311

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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 procurement contract is Enabel, the Belgian development agency, a 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 the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organizations, and it can develop its own activities to contribute towards the realization of its objectives.

For this public procurement contract, the Contracting Authority is represented by Ms. Virginie HALLET, Country Director and Réal NIMPAGARITSE, Expert in Contracting and Administration, or any other person duly holding a mandate of representation, in accordance with the applicable Enabel’s mandate structure.

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;
- 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

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

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

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.
- 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;
- 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/bidder: An economic operator submitting a tender;

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

The contracting authority: Enabel, represented by the Country Director of Enabel in Rwanda and Tanzania and/or any other person duly holding a mandate of representation, in accordance with the applicable Enabel's mandate structure;

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: Contract notice and 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 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

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.

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.

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.

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.

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.

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 from receiving funds.

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. 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 contract.

2.2. Subject matter of procurement

This public supply contract pertains to the: “**Supply, Installation and User training of IT Equipment and Furniture for Regional E-Learning Hubs**”, in accordance with the conditions set out in these Tender Specifications.

2.3. Lots

The contract has two (2) lots, each of which is indivisible. The tenderer may submit a tender for one lot, or all the lots. A tender for part of a lot is inadmissible.

The description of each lot is included in **section 5** of these Tender Specifications. The 2 Lots are:

- **Lot 1: IT Equipment for E-learning and Training Room**
- **Lot 2: Furniture for E-learning and Training Room;**

When tendering for both lots, the tenderer may not offer discounts or better conditions in his tender in case both lots were to be awarded to him. The tenderer indicates in his tenders for both lots his order of preference for the awarding of these lots.

2.4. Items

This procurement contract consists of the items specified in **section 5 of the tender documents**.

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 contracts⁹

The Contract shall enter into force on the date the Supplier receives the award notification and shall remain valid until the expiry of the warranty period. The implementation period shall be four (4) months from the date of the award notification, within which the Supplier shall complete the procurement, delivery, installation, commissioning, testing, and user training of the equipment.

2.6. Variants

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

2.7. Option

Options are not permitted.

2.8. Quantity

See details technical specifications in **section 5**.

⁹ Please note duration of the contract not to be confused with the period of performance.

3. Procedure

3.1. Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2. Publication

These tender specifications are posted on Enabel's website (www.enabel.be) up to **13 August 2026**. Such publication constitutes an invitation to tender.

3.3. Information

The awarding of this contract is coordinated by **Mr. Evariste SIBOMANA, Contract officer**. Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited from contacting the contracting authority in any other way with regard to this contract unless otherwise stipulated in these Tender Specifications.

Until 10 days before the final date for receipt of tenders, tenderers may submit questions regarding these Tender Specifications and the public contract. Questions must be submitted in writing to:

Mr. Evariste SIBOMANA
Contract officer
evariste.sibomana@enabel.be
cc to:
Ms. Melanie MUKANTAGARA
Project Manager
melanie.mukantagara@enabel.be
and
Mr. Réal NIMPAGARITSE
Expert Contracting and Administration
real.nimpagaritse@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 not later than **6 calendar days before the final date for reception of tenders**.

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

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 forms in the annexes (**see point 6 “forms”**). In case he does not use these forms, he is fully responsible for the perfect concordance between the documents he has used and the forms.

The tender and the annexes to the tender form shall be submitted in **English**.

By submitting a tender, the tenderer automatically renounces 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 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.

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 price forms **in section 6.3** must **be quoted in euros**.

This public 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 performed.

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.

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, installation and taking into operation;
- 5° training required for operation;
- 6° where applicable, the measures imposed by occupational safety and worker health legislation;

7° customs and excise duties;
8° acceptance costs.

All prices are **DDP (Delivery Duty Paid) (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, mounting, connection and installation related works.

3.4.5. How to submit tenders?

The tenderer submits his tender as follows:

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 tenderer may only submit one bid per tender. The signed and dated original and “copies” will be sent in a sealed envelope mentioning: “BID”, the tender documents number (**RWA23003-10014**).

The bid must be received **before 13 August 2026 at 4:00 PM Kigali time**. It must be sent to:

Mr. Evariste SIBOMANA
Enabel Rwanda
KN 67 ST, n°10
SANLAM TOWERS,
Wing A, 6th Floor
Kigali, Rwanda.

It may be submitted:

- 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 delivered by hand** directly to the contracting authority against a stamped and dated receipt: In this case, the acknowledgement 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 to 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).

Attention: Bids received by email will not be considered

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late might not be accepted (Article 83 of the Royal Decree on Awarding).

Note:

- Each company is allowed to submit only one bid. This means that if a tenderer submits a bid as an individual institution, they cannot also submit a bid as part of a joint venture for the same tender. Should it occur, both bids shall be excluded from the tender.
- The tenderer is fully responsible for ensuring that their bid is submitted and delivered to the right address and location as mentioned above.

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.

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 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 in the '**Selection file/section 5.8**', the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical viewpoint, 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. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularized 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 criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria 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 have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this contract.

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 being most economically advantageous.

Criteria 1: Award on the basis of the price: 70%

The following formula will be used:

Score bid A = $\frac{\text{Price of lowest bid} \times 70}{100}$

Price of bid A

Criteria 2: Quality and technical value of the supplies: 30%

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 follows:

- *Any bid with missing information on some of the required technical specifications will be considered as substantially 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 minor negative deviations will lead to substantial irregularity of the proposal;*
- *The bid complying with the minimum requirements will score at 20 out of 30%;*
- *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 10 points.*

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 of honour of this tenderer provided the check shows that the Declaration of honour corresponds with reality.

3.5.4.2. Awarding the public contract

The lots of the contract will be awarded to the tenderer(s) who have submitted the most economically advantageous tender for the lot.

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 decide not to award the contract or redo the procedure, if necessary, through another award procedure.

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 tender of the contractor and all of its annexes;
- The 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.

These Tender Specifications derogate from Articles 25 – 35 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

4.1. Managing official (Art. 11)

The managing official is **Ms. Melanie MUKANTAGARA**, Project Manager, e-mail: melanie.mukantagara@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 regard 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 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 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 recognize any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority. The contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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 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, 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.

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.

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 the 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 development of designs or 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 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)

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 bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions **(Bank guarantee¹⁰)**.

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. The contractor shall mention 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 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 (PDF, 1.34 Mo), and forward it by e-mail to info.cdcck@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.

This proof must be provided as applicable 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

¹⁰ Guarantees issued by insurance companies or other non-banking institutions will not be accepted.

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.

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 names 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.

In principle, the performance bond shall not have an expiry date. However, the Contracting Authority may accept a performance bond with an expiry date. In such cases, the contractor shall ensure that the performance bond is renewed as necessary in order to ensure continuous coverage of the entire contractual term.

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 of notification.

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

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

2° For the 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.

The performance bond shall be issued in favour of the Contracting Authority. However, in view of the nature of the project and its implementation context, the Contracting Authority.

shall have the right, at any time during the execution of the contract or thereafter, to transfer or assign the benefit of the performance bond, in whole or in part, to the final beneficiary of the works.

In such case, the contractor undertakes to take all necessary measures, at no additional cost, to ensure that the performance bond remains valid, enforceable, and fully effective for the benefit of the final beneficiary, including, where required, the amendment or reissuance of the guarantee.

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. Preliminary technical acceptance (Art. 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 contractor, 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 contractor 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 contractor will be considered not to have been made. A new request is made when the product is fit for acceptance.

4.10. Performance modalities (Art. 115 et seq.)

4.10.1. Deadlines and terms (Art. 116)

See section. 2.5 above

4.10.2. Quantities to be supplied (Art. 117)

The public contract's minimum quantities for each lot are specified in **section 5 and 6.3.**

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.

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

The supplies will be delivered at the address mentioned **in section 5.7 "Place of delivery"**.

4.10.4. Packaging (Art. 119)

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

4.10.5. 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.

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 counts as complete provisional acceptance

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

In case of full or partial refusal of 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.

4.10.6. 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 in 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.

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

The supplier's default is not solely related to services 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 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 supplier for each violation, which can be 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 contractor 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.

4.12.1. 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.

4.12.2. 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.

4.12.3. 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.

4.13. End of the public contract

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

The managing official will closely follow up on the delivery.

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.

4.13.2. Provisional acceptance

Provisional acceptance is carried out in full at the place of delivery.

Provisional acceptance shall be issued upon successful delivery, inspection, installation, and commissioning of the equipment, confirming that the goods meet the required specifications and are operational.

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.

4.13.3. 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.

4.13.4. Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. **A minimum warranty period of twelve (12) months for IT equipment and three (3) months for furniture** shall apply, commencing upon successful professional acceptance.

During this period, the Supplier shall provide full warranty coverage, including maintenance, technical support, and any necessary testing, repair, or replacement of defective items to ensure the proper functioning of the equipment.

4.13.5. Final acceptance (Art. 135)

Final acceptance occurs upon the 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.

4.13.6. Invoicing and payment of services (Art. 66 to 72 and 127)

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

Ms. Melanie MUKANTAGARA – Melanie.mukantagara@enabel.be cc
rwa.invoices@enabel.be

The invoice will mention:

- The name of the contract: **“RWA23003-10014: Supply, installation of IT and Furniture equipment for e-learning of regional hubs”**
- The name of the contract manager: **“Ms. Melanie MUKANTAGARA”**.

Only the 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 (30) 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.

No advance payment shall be granted to the supplier.

Payment shall be made in instalments, as follows:

- No advance payment shall be made;
- **60% shall be paid upon delivery of all the equipment and provisional acceptance by the Contracting Authority;**
- **The remaining 40% shall, be paid upon successful installation; commissioning and testing; subject to formal approval by the Contracting Authority;**

4.14. 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 agency for international cooperation- Enabel
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Laura Jacobs
rue Haute 147
1000 Brussels
Belgium

5. Terms of reference

5.1. Background and Context

This tender is organized by Enabel in Rwanda in the framework of the TRIBE-HUB Project. Enabel in Rwanda acts pursuant to the mandate granted by the European Union to implement the TRIBE-HUB Project. All activities and commitments by Enabel in Rwanda set out in this document are undertaken under that mandate.

The Ministry of Health (MoH) of Rwanda has established a national e-learning platform to support Continuous Professional Development (CPD) for health professionals. This initiative responds to the need to reduce the financial, logistical, and operational constraints associated with conventional face-to-face training modalities, while ensuring wider and more equitable access to capacity-building opportunities across the health sector.

The platform serves both the MoH and the Rwanda Biomedical Centre (RBC), which acts as the main implementing agency. It enables scalable, flexible, and cost-efficient delivery of training, thereby contributing to strengthening the competencies and performance of the national health workforce.

This intervention is supported under the Transforming Rwanda Biomedical Centre into a Center of Excellence for Public Health Hub (TRIBE-HUB) project which aims to strengthen institutional capacity and workforce development through digital transformation and the adoption of innovative learning approaches. Within this framework, TRIBE-HUB contributes to: (i) the development and deployment of standardized, high-quality e-learning content, (ii) the reinforcement of institutional capacities in digital pedagogy, instructional design, and platform administration, and (iii) the establishment of sustainable systems for continuous professional development in public health.

Notwithstanding these efforts, access to training and technical capacity remains uneven, with a high concentration of expertise and learning opportunities at central level. This situation limits the ability of decentralized health structures to effectively access training and to respond adequately to context-specific public health challenges.

To address this imbalance, RBC/NPHI is implementing a decentralized approach through the establishment of regional e-learning hubs equipped with appropriate ICT infrastructure and furniture to ensure operationalization of the e-learning system at decentralized level and to facilitate equitable access to training

5.2. E-learning and training room description

E-learning and training rooms are two different facilities within regional hub which are fully equipped learning environment that integrates ICT infrastructure to support digital, interactive, and blended learning modalities. It combines standard training facilities with advanced technologies such as interactive display systems, projection and display equipment, audio-visual systems, reliable high-speed internet connectivity, and end-user devices including laptops and tablets. Together, these components enable the delivery of both synchronous and asynchronous training, support interactive and multimedia-based instruction, facilitate real-time engagement, assessment, and feedback, and allow for the recording, storage, and dissemination of training sessions. Additionally, such classrooms enhance remote collaboration across multiple geographical locations.

5.3. Objectives

This section defines the overall and specific objectives of the assignment:

5.3.1. General Objective

The overall objective of this assignment is to engage a qualified supplier to supply, deliver, install, and provide user training for IT equipment and furniture for its partner Rwanda Biomedical Center, specifically, Rwamagana District-Regional Hub for the Public health services.

5.3.2. Specific Objective

The specific objectives of the assignment are to:

- Ensure the timely supply and delivery of quality IT equipment and furniture that meet the required technical specifications.
- Install and configure all equipment to ensure full functionality and readiness for use.
- Equip the e-learning and training rooms with appropriate furniture and IT systems in line with the approved designs.
- Build the capacity of designated staff through user training on the effective use and basic maintenance of the equipment.
- Ensure proper testing, commissioning, and operationalization of all installed systems.
- Facilitate a smooth handover and ensure that all deliverables meet the required standards for final acceptance.

5.4. Scope of the assignment

5.4.1. Responsibilities of the Supplier

The supplier will be responsible for:

- Supplying IT equipment and furniture in accordance with the required specifications.
- Delivering all items to the designated site, including handling logistics and transportation.
- Installing, configuring, and setting up all equipment and furniture.
- Testing and commissioning the installed systems to ensure full functionality.
- Providing user training/ hands-on demonstration on safe operation, routine care, and basic maintenance of the supplied equipment where necessary, to at least two designated staff.
- Submitting relevant documentation (manuals, reports, training documentation, warranties).
- Providing warranty and after-sales support.

5.4.2. Responsibilities of the Contracting Authority

Enabel, as contracting authority, together with the Rwanda Biomedical Center will be responsible for:

- Provide details of the e-learning and training rooms, including room dimensions, Design and pictures, and floor plans (upon request).
- Arranging site visits and sharing room layouts.

- Make available the necessary power outlets and other relevant information to ensure proper and detailed assessment of the e-learning and training rooms.
- Facilitating successful project delivery and Sign-Off.

5.5. Technical Specification

The required IT equipment shall consist of the following items:

- 1.** Smartboards
- 2.** Student laptops
- 3.** Instructor laptops
- 4.** Laptop charging cart
- 5.** Digital smart podium
- 6.** PTZ auto-tracking camera
- 7.** Conference table microphones
- 8.** Ceiling /wall-mounted speakers & Amplifier
- 9.** Audio DSP/Mixer
- 10.** UPS (Power Backup)
- 11.** VHF wireless microphones
- 12.** Wireless presentation pod
- 13.** HDMI cables

The required furniture shall consist of the following items:

- 1.** Student desks
- 2.** Student chairs
- 3.** Instructor chairs
- 4.** Storage cabinets

All goods supplied under this contract shall be new, unused, and of verifiable origin. They must be free from any defects or imperfections that could adversely affect their appearance, quality, or proper functioning. Furthermore, all items shall fully comply with the technical specifications set out in the present tender document (see below 5.14).

5.6. Warranty period

The warranty period commences on the date on which provisional acceptance is given. ***A minimum warranty period of twelve (12) months for IT equipment and three (3) months for furniture*** shall apply, commencing upon successful professional acceptance. During this period, the Supplier shall provide full warranty coverage, including maintenance, technical support, and any necessary testing, repair, or replacement of defective items to ensure the proper functioning of the equipment.

5.7. Delivery location and timeline

All equipment shall be delivered, installed, and commissioned at the Rwanda Biomedical Center, Rwamagana District Regional Hub for Public Health Services, Rwanda.

The Supplier shall complete the delivery, installation, commissioning of all equipment, and user training within a period of four (4) months from the date of issuance of the award notification letter.

5.8. Selection criteria - Minimum Company requirements

Bidders must demonstrate the following minimum experience to be considered for the selection stage. Requirements are defined separately for each Lot. Bidders may apply for one or both Lots.

Lot1: IT equipment for E-learning and Training Room

a. Legally registered

The bidder **must be legally registered for at least five (3) years** at the time of bid submission and **must provide a valid company registration certificate issued by the relevant authority.**

b. Experience:

The bidder shall provide evidence that they have successfully completed **at least two similar assignments related to IT and/or ICT/Electronic equipment.** Such evidence may include, but is not limited to, **completion certificates, contracts, purchase orders, invoices, delivery notes, client references, acceptance reports, or any other relevant document issued or approved by the client demonstrating the bidder's relevant experience and considered acceptable by the Contracting Authority.**

Lot2: Furniture for E-learning and Training Room

a. Legally registered

The bidder **must be legally registered for at least five (3) years** at the time of bid submission and **must provide a valid company registration certificate issued by the relevant authority.**

b. Experience:

The bidder shall provide evidence that they have successfully completed **at least two similar assignments related to furniture**. Such evidence may include, but is not limited to, **completion certificates, contracts, purchase orders, invoices, delivery notes, client references, acceptance reports, or any other relevant document issued or approved by the client demonstrating the bidder's relevant experience and considered acceptable by the Contracting Authority**.

The bids that don't meet the minimum requirements specified above will not pass the selection stage.

The contracting authority reserves the right to request any additional documents or clarifications deemed necessary to verify compliance with the above requirements.

It may also, at its own discretion, contact the references indicated in the submitted documents to verify the quality of the supplies and services delivered.

5.9. Contract duration and delivery schedule

The Contract shall enter into force on the date the Supplier receives the award notification and shall remain valid until the expiry of the warranty period. The maximum implementation period shall be four (4) months from the date of the award notification, within which the Supplier shall complete the procurement, delivery, installation, commissioning, testing, and user training of the equipment.

5.10. Place of Delivery

The products and goods will be delivered and installed at the location indicated below:

Location	Full Address
Location	Full Address
Rwanda Biomedical Center (RBC) Rwamagana District-Regional Hub	Kigali-Kayonza Rd, Rwamagana – P.O. BOX 06 RWAMAGANA

5.11. Contract Manager – Managing official

This contract will be managed by Ms. Melanie MUKANTAGARA, the project manager for TRIB-HUB, who approves all deliveries on behalf of Enabel. The contract manager will coordinate with the RBC representatives during delivery and acceptance of the deliveries.

5.12. Inspection, Verification, and Acceptance

All supplied goods shall be subject to **inspection, verification, and acceptance** by Enabel or its designated representatives, in accordance with the contract requirements.

5.12.1. Inspection and Verification

The contracting authority shall verify that all goods comply with the contract specifications. The inspection process shall include, but not be limited to:

- Verification of delivered quantities against the contract.
- Verification of model, make, technical specifications, accessories, and completeness.
- Visual inspection to identify any transport damage or manufacturing defects.
- Installation and functionality checks to confirm proper operation of equipment.
- Confirmation that the goods are fit for their intended use.

5.12.2. Acceptance Process

The acceptance of goods shall be conducted in two stages:

- **Provisional Acceptance:**
Issued upon successful delivery, inspection, installation, and commissioning of the equipment, confirming that the goods meet the required specifications and are operational.
- **Final Acceptance:**
Issued upon expiry of the warranty period, subject to satisfactory performance of the equipment and resolution of any defects identified during the warranty period.

5.12.3. Non-Compliance and Replacement

- Any goods found to be **non-compliant** with the technical specifications or contract requirements may be rejected by the contracting authority.
- The contractor shall **replace or rectify** such goods within the period specified by the contracting authority, at **no additional cost**.

5.13. Reporting Requirements

The supplier shall submit the following reports:

- **Delivery Report:** Delivery notes, item list, quantities, and proof of receipt.
- **Installation and Commissioning Report:** Details of installed equipment, configuration, and test results confirming functionality.
- **Training Report:** Summary of training conducted, materials used, and attendance records.
- **Final Handover Report:** Consolidated list of delivered goods, warranties, manuals, and signed handover certificate.

5.14. Detailed technical specifications

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.

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

- **Columns 1-2-3 are completed by the Contracting Authority** showing the required specifications (not to be modified by the Bidder),
- **Column 4 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 5 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 identify the models and the detailed specifications with precision, 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.

BIDDER'S RESPONSE TO THE REQUIRED TECHNICAL SPECIFICATIONS (COLUMN 4-5)¹¹

(all bidders are required to use this table for their technical proposal)

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
1	Smartboard for e-learning (1) and training (1) rooms	Display: 75"-86", 4K UHD, IPS, min. brightness 350 nits, min. 20 points multi-Touch capability. Connectivity: min. Wifi6, Bluetooth5.0 or higher, wireless screen casting (compatible with Windows/macOS/iOS/Android) Ports: At least one HDMI input, one HDMI output, one USB-C port, two USB-A ports, one Ethernet port (RJ45), and audio input/output. DisplayPort or an equivalent digital display interface OS support: Integrated Android operating system and an OPS or equivalent integrated computing module running a duly licensed and manufacturer-supported version of Windows 11. Tech Specs: Embedded Android system: minimum 8 GB RAM, 64 GB internal storage and quad-core processor or higher. OPS or equivalent Windows computing module: minimum 8 GB RAM and 256 GB SSD. Software: Interactive whiteboard, annotation tools, screen recording, file-sharing or cloud integration where available without requiring an undisclosed subscription, and support for Zoom, Microsoft Teams and Google Meet through compatible applications or web-based access. Mounting: Wall-mount bracket or Height adjustable, movable floor stand suitable for specified screen size Accessories: Interactive pen(s), remote control, power cable, HDMI cable, and wireless keyboard and mouse compatible with the supplied OPS or integrated computing module.		

¹¹ *Unless otherwise specified, references to standards, materials, dimensions, capacity, power, or performance shall be understood as minimum or indicative requirements. Equivalent or higher-performing solutions are acceptable, provided they meet the intended purpose and are duly justified in the bidder's technical offer.

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
				
2	Student Laptops for e-learning (15)	Processor: Intel Core i5, AMD Ryzen 5 or equivalent processor. The bidder shall state the exact processor model and generation. The processor shall be compatible with and fully support the supplied operating system. RAM: min. 8GB, Storage: minimum 512 GB SSD/NVMe. Connectivity: Wi-Fi 6 or higher and Bluetooth 5.0 or higher; wireless screen casting compatible with Windows, macOS, iOS and Android through the operating system or included software. Ports: At least one HDMI output and one USB-C port, together with the standard USB ports required for normal operation. OS: A duly licensed and manufacturer-supported 64-bit version of Windows 11. Display: 13"-15.6", with a minimum Full HD resolution of 1920 × 1080. Battery Life: Minimum four hours under the manufacturer's stated standard testing conditions. Accessories: Power adapter and charging cable included per unit		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
				
3	Instructor Laptop for e-learning (1) and training (1) rooms	Processor: Minimum: Intel i7 / Ryzen 7, RAM: 16GB -32GB, Connectivity: Wifi6, Bluetooth5.0, wireless screen casting (Windows/macOS/iOS/Android) Ports: At least one HDMI output and one USB-C port, together with the standard USB ports required for normal operation. SSD: minimum 1 TB SSD/NVMe. Display: 13"-15" Inches Battery Life: >= 4 hrs. Accessories: Power adapter and charging cable included per unit		
4	Laptop charging cart for e-learning room	Intended Use: Laptop Charging, storage Doors: 2 Compartments: minimum 16 individual laptop compartments. Door/body Colours: black or white or another neutral professional colour. Door Constructed From: Steel, Powder-coated (anti-rust and scratch resistant) Body Constructed From: Steel, Powder-coated (anti-rust and scratch resistant) Assembly: Fully Assembled Movable: 4 lockable wheels		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Shelves: dedicated shelf per laptop Lockable: Digital PIN-based lock or an equivalent secure access-control system. Cooling Method: Passive and/or low-noise active ventilation Cable Routing: Internal power cable management system Power: Input Voltage: 220–240 V AC Output: 65 W USB-C Dimensions: Approximately 800–850 mm wide, 550–600 mm deep and 950–1050 mm high. Equivalent dimensions may be accepted provided that the required capacity, mobility, ventilation, safety and laptop compatibility are fully maintained. Internal shelf clearance: Width: ≥ 420 mm, Depth: ≥ 300 mm, Height: ≥ 35 mm 		
5	Digital Smart Podium for e-learning (1)	1.Application: Classroom teaching, lectures, seminars, conferences, digital presentations Design Type: All-in-one interactive smart podium with integrated digital touch display		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
	and training (1) room	Mounting: Floor-standing podium 2. Physical Construction & Design Body Material: Heavy-duty steel frame with wooden or MDF laminated panels Dimensions (Typical) Height: 1100–1300 mm, Width: 650–750 mm, Depth: 550–650 mm Equivalent dimensions may be accepted, provided that the proposed podium fits within the available installation space and fully meets the requirements relating to stability, ergonomics, accessibility, equipment integration and intended use. 3. Display (touch screen) Screen Size: 21.5"-27" Screen Type: LED / LCD TFT Display or equivalent display technology Resolution: min. Full HD (1920 × 1080) Brightness: ≥ 250cd/m² Contrast Ratio: ≥ 1000:1 Viewing Angle: 178° (Horizontal/Vertical) or equivalent wide-view performance. Orientation: Landscape Capacitive touch (min. 10-point multi-touch) 4. Computing & Controller System Embedded Processor: Intel Core i3 / i5 (6th gen or higher) RAM: 4 GB minimum (Upgradeable to 8 GB) Storage: 128 GB SSD (minimum) Graphics: Integrated Intel HD Graphics Operating System OS Supported: Windows 10 / Windows 11- Android (optional) 5. Input & Control Interface Keyboard: Built-in touchpad or sliding keyboard tray Mouse: Integrated touchpad and external USB mouse support		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Control Buttons: Power ON/OFF, Volume control, Display control 6. Audio System Built-in Speakers: 2 × 10 W speakers (minimum) Microphone Support: Gooseneck wired microphone Wireless UHF microphone (optional) Audio Output: 3.5 mm jack 7. Connectivity & Ports Front / Top Panel at least USB 3.0 × 2, USB 2.0 × 2, HDMI IN, VGA IN, Audio IN Rear Panel HDMI OUT, VGA OUT, LAN (RJ-45), Wi-Fi (built-in or USB dongle) 8. Power & Electrical Specifications Input Voltage: 220–240 V AC, 50 Hz, ≤ 250 W Plug Type: Type C / Type D / Type M UPS Support: External UPS compatibility 9. Mobility & Installation Mobility: lockable heavy-duty caster wheels with brakes Cable Management: Internal concealed wiring system 10. Security Locking System: Rear panel lock (key-based) Theft Protection: Lockable PC & amplifier compartment Indoor Use		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
				
6	PTZ Auto-Tracking Camera for e-learning room	Capture resolution: min. 1080p / 4K, USB + HDMI, 10× optical zoom Camera: Up to 2 lenses ,120-degree HFOV, min. 70-degree HFOV And 140-degree DFOV, 78-degree DFOV , Sensors: at least 20 Megapixel, Camera range: Up to 25 ft/7.62 m, digital zoom: up to 7.3x, Optional Auto sensing power supply: 12V DC at 1.2A, External power supply input spec: 100-240V 50/60Hz, 1.5A, Interface: USB, HDMI, or Wireless External power supply output spec: 12.0V DC, 5.0A, 60.0W, L.P. S, Compatibility: Microsoft Teams and zoom Rooms on Windows, Mounting Kit: Wall mounting or movable height adjustable supporting mount. 		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
7	Conference Table Microphones for e-learning	Product Type: Wireless Conference Table Microphone System Application: Conferences, meetings, boardrooms, councils, training rooms, hybrid/online meetings Microphone Type: Tabletop / Desktop conference microphone Operation Mode: Wireless (RF / UHF / Digital 2.4 GHz depending on model) 1. System Configuration System Components: - Wireless Table Microphones - Central Receiver / Control Unit - Power adapters / charging accessories - Antennas (internal or external) 2. Microphone Unit Specifications Microphone Capsule Type: Electret Condenser Polar Pattern: Cardioid / Super-Cardioid Frequency Response: 40 Hz – 16 kHz or wider Sensitivity: $\geq -40 \text{ dB} \pm 2 \text{ dB}$ Signal-to-Noise Ratio: $\geq 80 \text{ dB}$ THD: $< 0.5\%$ Physical Design Form Factor: Low-profile tabletop unit Material: ABS housing with metal grille Finish: Black / Silver (or neutral professional color) Gooseneck Length: 300–420 mm (detachable or fixed) 3. Wireless Transmission Wireless Technology: Digital UHF / 2.4 GHz / 5 GHz (region-compliant) Transmission Range: ≥ 30 meters (indoor, line-of-sight)		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Encryption: Digital encrypted transmission (anti-eavesdropping) Latency: < 5 ms (digital systems) 4. Control & Functionality Microphone Controls Touch or push-button ON/OFF LED status indicators: Power: Active / Speaking, Battery level Optional Features Chairman Unit: Priority button to mute delegate microphones 5. Audio Performance & Outputs System Audio Outputs Balanced XLR output Unbalanced Line Out (RCA / 6.35 mm) USB audio output (for PC / Zoom / Teams integration) Audio Quality Digital Signal Processing (DSP): Noise suppression, Feedback elimination, Automatic gain control (AGC) 6. Power & Battery Microphone Unit Power Battery Type: Rechargeable Lithium-ion Battery Capacity: ≥ 1800 mAh Operating Time: ≥ hours continuous use Charging Time: ≤ 4 hours (full charge) 7. Central Receiver / Controller Unit Display: LCD or LED status display Functions: Frequency pairing Inputs: AUX IN, USB Outputs: XLR, Line Out, USB Audio 8. Integration & Compatibility Compatible with: PA systems, Digital mixers, Video conferencing systems,		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Recording devices 9. Safety & Compliance: Over-charge & short-circuit battery protection, Anti-interference design 10. Security & Reliability Digital pairing (anti-cross interference) Unique ID addressing per microphone Stable RF performance in conference environments 11. Accessories & Optional Add-Ons Charging case for microphones External antennas for large rooms Hybrid wired-wireless expansion Recording module 		
8	Ceiling/Wall mounting Speakers, and Amplifier for e-learning (2) and training (2) room	1.Type: 2-way classroom speakers Installation: Ceiling or Wall mounted Power Output: min. 60W RMS per speaker Frequency Response: 60 Hz – 20 kHz or wider Impedance: 8 Ω or another impedance fully compatible with the proposed amplifier and system design. Drivers: Woofer with high-frequency tweeter Enclosure: Durable ABS or MDF cabinet with metal grille or equivalent durable construction suitable for professional indoor use.		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Color: White or Black or another neutral professional colour 2. Mounting & Coverage Mounting Hardware: Wall / Ceiling brackets included Adjustment: Basic tilt support Coverage: Suitable for standard classrooms 3. Amplifier Type: Digital / Class-D Amplifier Channels: 2-Channel (Stereo) Output Power: Minimum 60 W × 2 Inputs: Line-In (3.5 mm / RCA) Outputs: Speaker terminals 4. Volume Control Remote Volume Control Remote Type: IR or RF or equivalent remote-control technology. Functions: Volume up/down, mute, power ON/OFF 5. Power & Compliance Input Voltage: 220–240 V AC Frequency: 50 Hz Protection: Over-current and short-circuit protection		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
9	Audio DSP / Mixer for e-learning room (1) and training room (1)	Number of Channels: 6–10 input channels Audio Processing: Built-in DSP with echo cancellation (AEC), noise reduction, AGC, and feedback suppression Connectivity: XLR microphone inputs, 1/4" line inputs, USB-C audio interface USB Audio: Two-way USB audio interface compatible with Windows/macOS and video conferencing platforms Frequency Response / Sampling: Up to 70–96 kHz (device dependent) Noise Level: ≤ 60 dB Volume Control: Master and per-channel volume control Audio Tuning: Basic equalization and DSP parameter tuning Outputs: XLR, 1/4" line out, USB-C Power Source: Corded electric Input Voltage: 220–240 V AC, 50 Hz Internal Operating Voltage: Low-voltage DC (device regulated) 		
10	UPS (Power Backup) for e-learning (2) and training room (1)	Device Type: Uninterruptible Power Supply (UPS) Application: Classroom AV systems, conference rooms, IT and audiovisual equipment Function: Provide backup power, voltage regulation, and equipment protection UPS Capacity: Minimum 1 kVA / 800 W		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Output Voltage: 220–240 V AC Output Frequency: 50 Hz $\pm$ 1 Hz Input Voltage Range: 220–240 V AC Input Frequency: 50 Hz Input Power Source: Utility (mains) power Voltage Regulation: Automatic Voltage Regulation (AVR) – Boost & Buck Battery Type: Sealed Maintenance-Free Lead Acid (SMF) or Lithium (optional) Backup Time: Minimum 20–40 minutes at typical AV system load Recharge Time: $\leq$ 5–8 hours to 90% capacity Battery Protection: Over-charge and deep-discharge protection Surge Protection Overload Protection Short-Circuit Protection Over-temperature Protection Noise Filtering: EMI/RFI noise filtering for audio-sensitive equipment Output Sockets: Minimum 4 $\times$ IEC or universal AC outlets Indicators: LED or LCD status display (Power, Battery, Load, Fault) Audible Alarm: Battery operation, overload, fault indication Form Factor: Tower type Installation: Floor-standing or AV rack proximity Cooling: Internal fan with thermal control Operating Temperature: 0°C to 40°C Humidity: $\leq$ 90% non-condensing Indoor Use		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
				
11	VHF Wireless Microphone for e-learning (2) and training room (2)	VHF band (170–216 MHz), single fixed channel, 20–30 m operating range, analog FM modulation, dynamic microphone capsule - with receiver Connectivity Technology Wireless Connector Type XLR Special Feature Clip Compatible Devices Radio, Amplifier Speaker Polar Pattern Unidirectional Audio Sensitivity 10-15 Decibels Microphone Form Factor Handheld Power Source Battery Powered All batteries, rechargeable batteries or charging accessories necessary for initial operation shall be included. Signal-to-Noise Ratio min. 60-80 dB Hardware Platform Number of Channels Sufficient for simultaneous use of the two microphones provided for each room. Audible Noise 78 Decibels		

LOT1: IT Equipment for E-learning and Training Room				
1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
				
12	Wireless Presentation Pod for e-learning (2) and training room (2)	Connectivity Technology: HDMI, USB-C Connector Type: DisplayPort, HDMI, USB-C Other Special Features of the Product: Low Latency Resolution: min. 1080p and/or 4k Form Factor: TV Stick Compatible Devices: Laptop, Projector, Television Video Output Resolution: min. 3840x2160 Video Codec: H.264 		
13	HDMI Cables for e-learning (2) and training rooms (2)	Connector Type: HDMI Cable Type: HDMI Compatible Devices: Television, Gaming Console Other Special Features of the Product: Braided, High Speed Compatible Phone Models: No Compatible Phone Models Connector Gender: Male-to-Male Data Transfer Rate: min. 48 Gigabits Per Second		

LOT1: IT Equipment for E-learning and Training Room

1.#	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
		Connectivity Technology: HDMI length: min. 15 meters 		

LOT2: Furniture for E-learning and Training Room				
1.SN	2. Item	3. Technical specifications	4. Technical specifications proposed by the bidder	5. Notes, remarks, ref to documentation
1	Student Desks for e-learning (15) and training room (30)	Strong, Mobile training table with laminate tabletop, metal/wooden frame, perforated modesty panel, and lockable caster wheels. Shape Rectangular Table Design Conference Table Style Name Training Table Furniture Finish Black, Charcoal, Melamine natural wood or another neutral professional finish. Leg Style Straight Leg Item Dimensions Depth: approximately 550–650 mm.Width: approximately 1,100–1,250 mm. Height: approximately 730–770 mm. Equivalent dimensions may be accepted, provided that the desk is ergonomic, suitable for one learner and compatible with the available installation space and intended use. Is Stain Resistant: Yes Material Type: Alloy Steel, Melamine or equivalent robust frame. 		
2	Student Chair for e-learning (15) and training room (30)	Strong, stable and movable ergonomic chair with a mesh backrest, upholstered fabric seat, fixed armrests, adjustable seat height and swivel base with caster wheels. Measurements approx.. Equivalent dimensions may be accepted, provided that the chair is ergonomic, stable, suitable for adult users and compatible with the proposed desks and available installation space. Item Dimensions D x W x H: 22"D x 23"W x 33"H Size: 1 Chair Item Weight: 17 Pounds		

		Unit Count: 1.0 Count Item Dimensions: 22 x 23 x 33 inches Item Depth: 22 inches Materials & Care Material Type: Textile Breathable mesh or equivalent durable material. Frame Material Type: Silver Steel, aluminium, reinforced nylon or an equivalent durable material. Seat Material: Fabric Fill Material: High-density foam or equivalent resilient cushioning material. Fabric Type: Polyester Blend or equivalent : Durable, breathable and suitable for intensive indoor use. Additional Features: Arm Rest, Cushion Availability Reclining Position Count: 1 Minimum user weight capacity: 100 kg. 		
3	Instructor Chair for e-learning (1) and training (1) rooms	Movable, Strong, Comfortable, Mesh back with headrest, fabric seat, adjustable armrests, lumbar support, tilt mechanism, height-adjustable swivel base with casters. Features Adjustable Backrest, Adjustable Headrest, Adjustable Height, Adjustable Lumbar, Footrest Reclining Position Count 4 Frame Material Type: Alloy Steel aluminum, reinforced nylon or an equivalent durable structural material.		

		Seat Material: Mesh, Foam or equivalent resilient material. Fill Material: Foam or equivalent resilient material. Minimum user weight capacity: 100 kg. 		
4	Storage Cabinets for e-learning (2) and training (2) rooms	Steel/wooden storage cabinet with hinged doors, internal adjustable shelves, lockable design, and powder-coated finish. Mounting Type: Floor Mount Number of Doors: 2 Number of Drawers: 5 Number Of Shelves: min. 5 Width (W): 900–1200 mm Depth (D): 400–500 mm Height (H): 1800–2000 mm Base Type: Legs or another stable floor-standing base. Colour: black, grey or another neutral professional colour. 		

6. Forms

6.1. Identification form

OFFICIAL NAME¹²				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON-FOR-PROFIT	NGO¹³	YES	NO
MAIN REGISTRATION NUMBER¹⁴				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN				
REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION				
	DD	MM	YYYY	
VAT number				
ADDRESS OF				
HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY	PHONE			
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

¹² National denomination and its translation in EN or FR if existing.

¹³ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹⁴ Registration number in the national register of companies. See table with corresponding denomination by country.

6.2. Financial identification

ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			

<u>BANK (2)</u>			
- -			
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION	

<u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE</u> (both are obligatory)	<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>

(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.

6.3. Tender form - Prices (please, do not change this format)

6.3.1. LOT1: Tender form – Prices - IT Equipment for E-learning and Training Room

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.

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 :

#	Item	Unit	Qty	Unit Price DDP & VAT Exclusive (Euro)	Total Price
1	Smartboard for e-learning (1) and training (1) rooms	Piece	2		
2	Student Laptops for e-learning	Piece	15		
3.	Instructor Laptop for e-learning (1) and training (1) rooms	Piece	9		
4	Laptop charging cart for e-learning room	Piece	1		
5	Digital Smart Podium for e-learning (1) and training (1) room	Piece	2		
6	PTZ Auto-Tracking Camera for e-learning room	Piece	3		
7	Conference Table Microphones for e-learning	Piece	8		
8	Ceiling/Wall mounting Speakers, and Amplifier for e-learning (2) and training (2) room	Piece	4		
9	Audio DSP / Mixer for e-learning room (1) and training room (1)	Piece	2		
10	UPS (Power Backup) for e-learning (2) and training room (1)	Piece	3		
11	VHF Wireless Microphone fro e-learning (2) and training room (2)	Piece	4		
12	Wireless Presentation Pod for e-learning (2) and training room (2)	Piece	4		
13	HDMI Cables for e-learning (2) and training rooms (2)	Piece	4		
GRAND TOTAL (DDP, VAT exclusive)					
Amount of VAT of 18% to be identified					
GRAND TOTAL (DDP, VAT and other applicable taxes inclusive)					

Note:

- The use of this form to quote is mandatory.
- Prices related to imported items shall be quoted on a DDP basis to the final place of delivery, zero-rated for VAT and exempted from import duties, 5% withholding tax, and applicable levies in Rwanda, subject to the relevant exemption certificates/documents being provided by the Contracting

Authority.

- All other costs up to final delivery shall be borne by the Supplier and included in the quoted price. No additional costs shall be payable by the Contracting Authority, except where such exemption certificates/documents cannot be provided.

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,

Name:

Date:

Signature:

6.3.2. LOT2: Tender form – Prices - Furniture for E-learning and Training Room

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.

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 :

#	Item	Unit	Qty	Unit Price DDP & VAT Exclusive (Euro)	Total Price
1	Student Desks	Piece	45		
2	Student Chairs	Piece	45		
3.	Instructor Chairs	Piece	2		
4	Storage Cabinets	Piece	4		
GRAND TOTAL (DDP, VAT exclusive)					
Amount of VAT of 18% to be identified					
GRAND TOTAL (DDP, VAT and other applicable taxes inclusive)					

Note:

- The use of this form to quote is mandatory.
- Prices related to imported items shall be quoted on a DDP basis to the final place of delivery, zero-rated for VAT and exempted from import duties, 5% withholding tax, and applicable levies in Rwanda, subject to the relevant exemption certificates/documents being provided by the Contracting Authority.
- All other costs up to final delivery shall be borne by the Supplier and included in the quoted price. No additional costs shall be payable by the Contracting Authority, except where such exemption certificates/documents cannot be provided.

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,

Name:

Date:

Signature:

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 counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 5 000, except if the counterparty 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. when the candidate or 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 within the meaning of Article 6 of the Law 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 the proliferation of weapons of mass destruction.

8. 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:

Pour les Nations Unies, les listes peuvent être consultées à l'adresse suivante :
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

Pour l'Union européenne, les listes peuvent être consultées à l'adresse suivante :
<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

Pour la Belgique :

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

9. 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

7. DOCUMENTS TO BE SUBMITTED IN THE PROPOSAL/OFFER ¹⁵

1. LEGAL IDENTIFICATION FORMS – ART. 6.1
2. FINANCIAL IDENTIFICATION FORM – ART. 6.2
3. COMPANY PROFILE WITH REQUIRED DOCUMENTS –5.8
 - Valid registration certification
 - Technical experience (min. 2 similar assignments)

Description of the main similar services performed	Delivery places	Amount involved	Relevant dates	Name of the Client

4. TECHNICAL OFFER – ART. 5.14
5. TENDER FORMS -PRICES – ART. 6.3
6. DECLARATION ON HONOUR – EXCLUSION CRITERIA – ART. 6.4
7. INTEGRITY STATEMENT FOR THE TENDERER – ART. 6.5
8. POWER OF ATTORNEY

The Tenderer 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. CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM

10. CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS

At the latest before award, the Tenderer must provide a certification from the competent authority stating that he is **in order with the obligations with regard to the payments of social security contributions** that apply by law in the country of establishment.

11. TAX CLEARANCE CERTIFICATE

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

¹⁵ NB: Please make sure to respect the conditions mentioned in art. 3.4.5 – “How to submit tenders”