

## TENDER SPECIFICATIONS

Public service Framework Contract for the  
“**Provision of Travel Agency Services for  
Enabel Rwanda**”

Reference No: **2646RWA-10112**

Country: **Rwanda**

Direct Negotiated Procedure with Prior  
Publication

|                                                        |                                                                                |
|--------------------------------------------------------|--------------------------------------------------------------------------------|
| <i>Deadline for<br/>requesting<br/>clarifications:</i> | Until the <b>tenth day</b> before<br>the deadline for submission<br>of tenders |
|--------------------------------------------------------|--------------------------------------------------------------------------------|

|                                                    |                                                     |
|----------------------------------------------------|-----------------------------------------------------|
| <i>Deadline for<br/>submission of<br/>tenders:</i> | <b>22 September 2026 at 16:00<br/>(Kigali Time)</b> |
|----------------------------------------------------|-----------------------------------------------------|

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# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Rwanda, is represented by:

| Name                  | Position                                          |
|-----------------------|---------------------------------------------------|
| Ms. Virginie HALLET   | Country Director - Rwanda and Tanzania            |
| Mr. Réal NIMPAGARITSE | Expert in Contracting and Administration - Rwanda |

- 1.4. **Attention:** even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.<sup>1</sup> As a result, services of this contract are deemed to be located in Rwanda and applicable tax legislation is legislation of Rwanda. For more information on this tax regime, you can contact Mr. Gaston HATEGEKIMANA, Procurement Officer (**clause 3 of chapter 3 Award Procedure**).

## 2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
  - (a) The Law of 17 June 2016 on public procurement;
  - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
  - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
  - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
  - (e) Circulars of the Prime Minister with regards to public procurement;
  - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
  - (g) Enabels policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

<sup>1</sup> Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

### **3. APPLICABLE LAW AND COMPETENT COURTS**

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:  
Enabel S.A.  
Global Procurement Services  
To the attention of Ms Laura Jacobs  
Rue Haute 147  
1000 Brussels  
Belgium
- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

## 2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

### 1. TYPE OF CONTRACT

- 1.1. To support its operational requirements, Enabel requires national and international travel for its staff, consultants, partners and other authorised travellers.
- 1.2. Enabel intends to conclude a public framework service contract with a qualified Travel Agency for the reservation, issuance, reissuance, modification, cancellation and management of air-travel tickets and related travel services. Orders shall be placed as and when required by the Contracting Authority.
- 1.3. Services required in this public contract fall under the CPV code(s): 63510000-7; 63500000-4; 63512000-1.
- 1.4. This public contract establishes the terms governing public contracts to be concluded during the validity period of the framework agreement.

### 2. LOTS

- 2.1. This public contract is not divided into lots.
- 2.2. The contract is not divided into lots due to the nature of the services, which are interdependent and require centralised management. The provision of travel agency services requires a single coordination mechanism for all related services, including the booking, issuance, modification and monitoring of tickets. Dividing the contract into lots could complicate operational management, create inconsistencies in the handling of travel requests and increase coordination costs. Furthermore, the size and nature of the contract remain accessible to a sufficient number of economic operators, including local operators, and therefore do not unduly restrict competition.

### 3. ITEMS

- 3.1. This public contract consists of the items listed under **clause 3 of chapter 7 Forms - Tender form - Prices**.
- 3.2. These items are grouped together to 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.

### 4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract is **expected to start at the end of October 2026, on the date specified in the award notification**, and shall remain in force **for an initial period of twelve (12) months**.
- 4.2. **After this initial term**, the public contract **may be renewed** by the contracting authority for a maximum of **3 (three) additional periods of 12 (twelve) months, subject to a satisfactory assessment of the services provided**. The Service Provider shall be notified of the renewal before the anniversary date of the contract.
- 4.3. The renewal will be made as per the terms and conditions of the initial tender specifications. Should the contract not be renewed, the service provider cannot claim damages.

## 5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender; no variants will be accepted.

## 6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

## 7. QUANTITIES

- 7.1. The quantities shall be determined through purchase orders issued as and when required by the Contracting Authority under this framework agreement.

## 8. MAXIMUM CONTRACT VALUE

- 8.1. The maximum amount to be ordered under this framework contract is 216,000 euros.

## 3 AWARD PROCEDURE

### SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

#### 1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

#### 2. PUBLICATION

This contract is advertised in:

- 2.1. The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. Website of Enabel ([www.enabel.be](http://www.enabel.be));
- 2.3. Website of the OECD (Organisation for Economic Co-operation and Development).

#### 3. FURTHER INFORMATION

##### 3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

**Mr. Gaston HATEGEKIMANA**

**Procurement Officer**

[gaston.hategekimana@enabel.be](mailto:gaston.hategekimana@enabel.be)

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

##### 3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 ([gaston.hategekimana@enabel.be](mailto:gaston.hategekimana@enabel.be)), and will be answered in the order received.

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

##### 3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the sixth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit its tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

## **SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS**

### **4. VALIDITY PERIOD OF TENDERS**

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

### **5. DATA TO BE INCLUDED IN THE TENDER**

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in English.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must follow the guidance mentioned in **Section Legal Identification Forms – see Clause. 1 of Chapter 7 Forms** and use the tender forms provided in the **annex – See Section legal Identification** form. Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 5.6. The tenderer also attaches the following to its tender:
  - (a) All documents demanded for the application of qualitative selection **(see clause 13 and Section 6 detailed Selection ) and award criteria (see clause 15 and Section 6 detailed Selection )**;
  - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group **(see below Section Legal Identification Forms – see Clause. 1 of Chapter 7 Forms)**:
  - (a) Identification form;
  - (b) Declaration on honour - Exclusion grounds;
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
  - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of

economic and financial capacity or technical and professional aptitude (see clause 13 and 6 detailed Selection ), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

## 6. TENDER CURRENCY

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

## 7. DETERMINATION OF PRICES

- 7.1. This public contract is a unit-price contract, meaning that only the unit prices are fixed. The amount payable shall be calculated by applying the quoted unit prices to the quantities actually performed.
- 7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, 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.

## 8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Rwanda, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Rwanda, the attention of tenderers who are non-tax residents of Rwanda is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Rwanda.

The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

- 8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
  - (a) Administrative management and secretariat services;
  - (b) Travel, transportation, and insurance;
  - (c) Documentation related to the services;
  - (d) Delivery of documents or records associated with the performance of the contract;
  - (e) Training required for operation;
  - (f) Where applicable, the measures imposed by occupational safety and worker health legislation;
  - (g) Software and system costs;
  - (h) Insurance, licences, permits and professional operating costs;
  - (i) Acceptance costs.
- 8.3. All relevant costs must be factored into the prices for this public contract.

## SECTION (C) - SUBMISSION OF TENDERS

### 9. SUBMISSION OF TENDERS

- 9.1. The tenderer may only submit one tender per contract.
- 9.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.*

*The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.*

*In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.*

- 9.3. The tenderer submits its tender as follows:

**One original copy of the completed tender shall be submitted on paper.**

**The tenderer shall attach copies of the documents requested in these tender specifications. These copies shall be submitted as one or more PDF files on a USB stick.**

**The submission is to be made in a properly sealed envelope, bearing the following information:**

**To the attention of: Mr. Gaston HATEGEKIMANA, Procurement Officer.**

**2646RWA-10112 - Framework Service Agreement for the Provision of Travel Agency Services for Enabel Rwanda**

- 9.4. **The tender must be submitted before 22 September 2026, at 16:00 (Kigali Time)**, in one of the following ways:
- (a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:
- Gaston HATEGEKIMANA - Enabel Rwanda KN 67 ST, n°10 SANLAM TOWERS, Wing A, 6th Floor Kigali, Rwanda.**
- (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under **this clause 9.4 (a)**.
- 9.5. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. A tender submitted by email will be discarded.**

### 10. TENDER SIGNATURE

- 10.1. **The tender and all accompanying documents must be numbered and signed by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

## 11. OPENING OF TENDERS

- 11.1. The tender opening session will take place behind closed doors at the address given **under clause 9** for the submission of tenders.

## SECTION (D) - SELECTION, AWARDING & CONCLUSION

## 12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (**see clause 4 of chapter 7 Forms**).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 detailed Selection ), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**  
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

### 13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (**Section 6 detailed Selection below**), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
  - (a) all participants submitting a joint bid as a consortium of economic operators;
  - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

### 14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In 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 award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

### 15. AWARD CRITERIA

- 15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

**15.1.1. CRITERION 1 – PRICE: 60 POINTS**

**15.1.2. CRITERION 2 – TECHNICAL QUALITY OF THE PROPOSED SERVICE: 40 POINTS**

**SEE DETAILED in Section 6 detailed Selection below**

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

## **16. AWARDING THE PUBLIC CONTRACT**

16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

## **17. CONCLUDING THE CONTRACT**

17.1. The contract is formed upon notification to the successful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. The full public contract consists of the following documents:

- (a) These tender specifications and their annexes;
- (b) The approved BAFO and all of its annexes;
- (c) The official letter notifying the award decision;
- (d) Any later documents accepted and signed by both parties, as appropriate.

17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

## 4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

### SECTION (A) - GENERAL

#### 3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

#### 4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract will be assigned in the award notification. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

#### 5. CONFIDENTIALITY (ART. 18)

- 5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.
- 5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the

contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

## 6. PROTECTION OF PERSONAL DATA

### 6.1. 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 the 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.

### 6.2. Processing of personal data by the service provider

During contract performance, the service provider may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the tender specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the service provider 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 service provider will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

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

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

## 7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

## **SECTION (B) - FINANCIAL GUARANTEES**

### **8. PERFORMANCE BOND (ART. 25 TO 33)**

No performance bond is required for this public contract.

## **SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS**

### **9. CONFORMITY OF PERFORMANCE (ART. 34)**

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

## **SECTION (D) - CHANGES TO THE PUBLIC CONTRACT**

### **10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)**

#### **10.1. Scope**

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

#### **10.2. Nature of the amendment**

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

#### **10.3. Conditions under which this revision clause may be used**

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document.

To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

## **11. REVISION OF PRICES (ART. 38/7)**

Price revisions are not allowed under this contract.

## **12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)**

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

- 12.2. 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 may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider 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.
- 12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
- (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
  - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
  - (c) The suspension occurs during the contract's performance period.

### **13. UNFORESEEABLE CIRCUMSTANCES**

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state and/or Enabel, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

### **14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)**

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
  - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

### **15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)**

- 15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or

circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

- 15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## **SECTION (F) - PERFORMANCE MODALITIES**

### **16. ORDER FORMS (ART. 146)**

- 16.1. Performance of the public contract depends on the notification of one or more orders.
- 16.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

### **17. DEADLINES AND TERMS (ART. 147)**

- 17.1. This public contract is expected to start at the end of October 2026, on the date specified in the award notification, and shall remain in force for an initial period of twelve (12) months.
- 17.2. After this initial term, the public contract may be renewed by the contracting authority for a maximum of 3 (three) additional periods of 12 (twelve) months, subject to a satisfactory assessment of the services provided. The Service Provider shall be notified of the renewal before the anniversary date of the contract.

### **18. INSPECTION OF THE SERVICES (ART. 150)**

- 18.1. Given the nature of this service contract, no formal acceptance procedure (provisional or final) shall be organised. The services shall be subject to continuous monitoring and verification.
- 18.2. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail (with proof of the exact dispatch date). The service provider is required to rectify the non-compliant services.
- 18.3. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

### **19. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)**

- 19.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 19.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

## SECTION (G) - MEANS OF ACTION

### 20. FAILURE OF PERFORMANCE (ART. 44)

20.1. The service provider shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

20.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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 as acknowledgement of the reported facts.

20.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

### 21. FINES FOR DELAY (ART. 46 AND 154)

21.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". 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.

21.2. Fines for delay are calculated, according to Article 154 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.

21.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.

21.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

### 22. MEASURES AS OF RIGHT (ART. 47 AND 155)

22.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 22.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

22.2. The measures as of right are:

- (a) 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;

- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) 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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

## **SECTION (H) - END OF THE PUBLIC CONTRACT**

### **23. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)**

- 23.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 23.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 24).
- 23.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.
- 23.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

### **24. INVOICING AND PAYMENT (ART. 66-72 AND 160)**

- 24.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 24.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:  
  
Attention to Mr. Gaston HATEGEKIMANA – [gaston.hategekimana@enabel.be](mailto:gaston.hategekimana@enabel.be) with cc [rwa.invoices@enabel.be](mailto:rwa.invoices@enabel.be)
- 24.4. The service provider shall issue a monthly consolidated invoice together with supporting documentation:
  - Official Purchase Order (PO) Number(s)
  - Ticket Number(s), Airline Name(s), Issue Date(s)
  - Passenger Name(s) and Route (Departure/Destination)
  - Breakdown of base ticket cost, applied discounts, and agency service fees

## 5 TERMS OF REFERENCE

### 1. INTRODUCTION

Enabel, the Belgian agency for international cooperation, operates under a mandate from the European Union to implement EU-funded projects in Rwanda (all activities described in this document are undertaken within this mandate).

To support its operational requirements, Enabel requires national and international travel for its staff, consultants, partners and other authorised travellers. Enabel intends to conclude a framework Agreement with a qualified Travel Agency for the reservation, issuance, reissuance, modification, cancellation and management of air-travel tickets and related travel services.

### 2. OBJECTIVES AND EXPECTED OUTCOME

#### 2.1 Objectives

- Provide efficient, timely, and cost-effective air ticketing services.
- Ensure full compliance with Enabel and international travel standards.
- Secure the most competitive market airfares.

#### 2.2 Expected Outcomes

- Provision of individual and group air-travel bookings;
- Presentation of a minimum of three (3) flight options/routings per request, prioritizing direct, economical, and policy-compliant routes. If preferred routes are unavailable, alternative routings must be offered;
- Efficient handling of reconfirmations, reissuances, cancellations, rebookings, and refunds.
- Provision of real-time travel advisories, itinerary management, and support;
- Proactive negotiation of preferred, corporate, or promotional airfares;
- Timely issuance and delivery of electronic tickets and itineraries;
- Regular submission of quarterly CO<sub>2</sub> emissions monitoring and reporting.

### 3. SCOPE OF SERVICE

#### 3.1 Ordering Workflow & Ticket Issuance

1. **Request Submission:** Travel requests are submitted via email by authorized Enabel representatives (Contracts and Logistics Department).

**Quotation:** The Service Provider shall use an appropriate Global Distribution System (GDS) and other relevant fare sources/fare databases (including international IATA fares and local Rwandan market fares) to identify and provide **at least three (3) suitable flight options**, where available, including the applicable fare, taxes, baggage allowance, fare conditions, itinerary and applicable agency/service fee.

**Fare Guarantee & Price Matching:** The airfare quoted, excluding the agency service fee, shall not exceed the publicly available fare offered by the airline at the time of quotation for the same itinerary, travel class, fare conditions, baggage allowance and booking conditions, unless the Service Provider provides a documented justification for the difference. Enabel may request supporting evidence and/or an equivalent lower-cost option. The agency must notify Enabel of any fare restrictions (penalties,

minimum stays) prior to booking. The agency should proactively seek complimentary cabin upgrades (Business/First) to generate cost savings or added value for Enabel.

2. **Approval & Issuance:** Upon written confirmation/verification from Enabel and receipt of an official Purchase Order (PO), the agency issues the ticket.
3. **Delivery Deadline:** E-tickets and complete itineraries must be delivered via email as soon as possible without undue delay and, in any event within maximum one (1) working day from receipt of a complete request.

### 3.2 Changes, and Refunds

- **Changes:** Process authorized flight modifications promptly, actively mitigating or avoiding airline cancellation/change fees where possible.
- **Refunds:** The Service Provider shall submit any authorised refund request to the airline without undue delay and, in any event, within two (2) working days following Enabel's request. The Service Provider shall actively monitor outstanding refunds and shall credit Enabel with the full amount received from the airline within five (5) working days following receipt of the corresponding refund or credit from the airline.

### 3.3 Digital Tools & Emergency Assistance (24/7)

The Service Provider must maintain a 24/7 operational alarm/support system providing:

- Real-time flight data reporting and tracking of travellers by individual, region, or country.
- Risk alerts and crisis management support by destination or region.
- Direct SMS/mobile updates to travellers regarding itinerary changes.
- Online tracking dashboards for flight data and CO<sub>2</sub> emissions.

### 3.4 Sustainability & Environmental Reporting

- **Quarterly CO<sub>2</sub> Reports:** Calculate and report CO<sub>2</sub> emissions in alignment with recognized international frameworks (e.g., GHG Protocol, ISO 14064 or equivalent). Reports must specify:
  - Flight route and travel class
  - CO<sub>2</sub> emissions per passenger per flight
  - Aggregate emissions per reporting period
- **Greener Options:** Suggest measures to reduce carbon footprints (e.g., direct flights, economy class prioritization, carbon offset programs).

### 3.5 Geographical Scope & Service Delivery Location

Services will be administered in Rwanda. The primary contact location for Enabel is:

- **Enabel Rwanda Office:** KN 67 Street, Plot N° 10, SORAS Towers, Wing A, 6th Floor (Opposite St. Michel Catholic Church), B.P. 6089 Kiyovu, Kigali, Rwanda (or any authorized intervention/branch office).

### 3.6 Technical offer

Interested service providers must submit a technical proposal covering, as a minimum, the sections set out below. Tenderers are encouraged to include any additional information they consider relevant to demonstrate the quality of their proposed service.

| Section                                                    | Information to be provided                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Service organisation and account management</b>      | Proposed organisation for servicing Enabel; office hours; dedicated account manager and back-up arrangements; communication channels and escalation procedure.                                                                                                                                                    |
| <b>2. Service Levels and turnaround times</b>              | Tenderer shall indicate its committed SLA response and processing times for quotations, ticket issuance, urgent requests, changes/reissues and cancellations.                                                                                                                                                     |
| <b>3. Fare sourcing and cost optimisation</b>              | Description of the GDS and other fare sources used; approach for identifying the most economical compliant fare; comparison of restrictive and flexible fares where relevant; presentation of fare conditions prior to booking; approach to comparing the total financial implications of available alternatives. |
| <b>4. Management of changes, cancellations and refunds</b> | Procedure for handling changes/cancellations; approach to identifying the least-cost solution before reissue/cancellation; procedure for documenting airline penalties and fare differences; refund monitoring and follow-up.                                                                                     |
| <b>5. Tools and reporting</b>                              | Description of traveller tracking, travel alerts, reporting tools and emissions reporting available for Enabel.                                                                                                                                                                                                   |

## 6 DETAILED SELECTION AND AWARD CRITERIA

### 6.1 Selection Criteria

The following minimum requirements shall be evaluated during the selection stage. Service provider that do not meet these minimum requirements will be considered non-responsive and shall not proceed to the next stage of the evaluation process.

| Selection criterion                          | Minimum requirement                                                                                                                                                                                                                                                                                                                                                                  | Evidence to be submitted                                                                                                    |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>1. Recognised GDS / booking platform</b>  | Access to <b>Amadeus, Galileo or another recognised GDS or equivalent professional booking platform</b> suitable for the contract.                                                                                                                                                                                                                                                   | Proof of active licence, accreditation or authorised operational access.                                                    |
| <b>2. IATA Accreditation</b>                 | The tenderer must hold a <b>valid and active IATA accreditation</b> .                                                                                                                                                                                                                                                                                                                | Copy of valid IATA accreditation/licence.                                                                                   |
| <b>3. Relevant track record / references</b> | Successful execution of similar travel agency contracts for <b>at least three (3) different international institutions or corporate clients within the past five (5) years</b> .                                                                                                                                                                                                     | Certificates of satisfactory completion, reference letters or equivalent supporting evidence.                               |
| <b>4. Ticketing volume</b>                   | At least <b>500 air tickets issued cumulatively for official/business travel during the past five (5) years</b> .                                                                                                                                                                                                                                                                    | Contracts, client attestations, activity reports or other verifiable supporting evidence demonstrating the required volume. |
| <b>5. Minimum staffing capacity</b>          | At least <b>one (1) staff member</b> assigned for the contract, with at least a <b>bachelor's degree</b> in Tourism, Travel Management, Hospitality Management, Business Administration, or another relevant related field; and<br><br>At least <b>five (5) years of relevant professional experience</b> in business travel management, travel agency services or similar services. | Copy of degree, CV and/or equivalent supporting documentation demonstrating the required experience.                        |

## 6.2 Award Criteria

The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

### 6.2.1. CRITERION 1 – PRICE: 60 POINTS

The price criterion will be evaluated on the basis of a **Comparative Total Price calculated from the agency service fees** proposed in the Price Schedule (see below clause 3 of chapter 7 Forms - Tender form - Prices).

For evaluation purposes, the following evaluation scenario will be applied:

| Service                                                         | Quantity for evaluation |
|-----------------------------------------------------------------|-------------------------|
| Ticket issuance                                                 | 200 transactions        |
| Ticket modification, excluding airline-imposed charges          | 20 transactions         |
| Cancellation / unused ticket, excluding airline-imposed charges | 10 transactions         |

Where the service fee for ticket issuance is expressed as a percentage of the ticket price, the following **reference ticket value** will be used solely for evaluation purposes:

| Reference              | Value   |
|------------------------|---------|
| Reference ticket value | EUR 400 |

The reference ticket value is used exclusively to calculate and compare the service fees proposed by tenderers.

The quantities and reference value above constitute an **evaluation scenario used solely for the comparative assessment of tenders**. They do not constitute a minimum purchase commitment and do not prejudice the actual quantities or ticket values under the Framework Agreement.

The **Comparative Total Price** will be calculated as follows:

$(200 \times \text{EUR } 400 \times \text{service fee \% for ticket issuance}) + (20 \times \text{service fee for ticket modification}) + (10 \times \text{service fee for cancellation / unused ticket})$ .

The following formula will be applied:

**Price Score = (Lowest Comparative Total Price / Comparative Total Price of the tender evaluated) × 60**

Airfares, airline taxes, fare differences, change or cancellation penalties, no-show penalties and any other charges imposed by airlines or other third parties are excluded from the Comparative Total Price. Such costs shall be invoiced at actual cost, without mark-up or additional margin, in accordance with the relevant provisions of these Tender Specifications.

**6.2.2. CRITERION 2 – TECHNICAL QUALITY OF THE PROPOSED SERVICE: 40 POINTS**

The technical offer will be evaluated on a maximum of **40 points** in accordance with the table below. Evaluation shall be based on the information provided in the technical offer.

| Technical award criterion                                                        | Max. points | Elements assessed                                                                                                      |
|----------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------|
| <b>1. Organisation and operational capacity</b>                                  | <b>10</b>   | Organisation, responsibilities, focal points/back-up, service continuity and capacity to manage simultaneous requests. |
| <b>2. Service quality and responsiveness</b>                                     | <b>10</b>   | Proposed SLAs, response times, urgent/out-of-hours support and traveller assistance.                                   |
| <b>3. Fare optimisation and management of changes, cancellations and refunds</b> | <b>15</b>   | Fare optimisation, fare flexibility, cost-efficient handling of changes/cancellations and refund management.           |
| <b>4. Tools, traceability and reporting</b>                                      | <b>5</b>    | Booking/request tracking, traveller alerts, traceability and reporting tools.                                          |
| <b>TOTAL</b>                                                                     | <b>40</b>   |                                                                                                                        |

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

## 7 FORMS

### 1. LEGAL IDENTIFICATION FORM

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

#### PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

|                                                                                                                                 |                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| OFFICIAL NAME<br><i>As indicated on the official document.</i>                                                                  |                                                                                                         |
| COMMERCIAL NAME<br><i>(if different from official name)</i>                                                                     |                                                                                                         |
| ABBREVIATION <i>(if applicable)</i>                                                                                             |                                                                                                         |
| LEGAL FORM                                                                                                                      |                                                                                                         |
| TYPE OF ORGANISATION<br><i>(Delete as appropriate)</i>                                                                          | <ul style="list-style-type: none"> <li>- FOR PROFIT</li> <li>- NOT FOR PROFIT</li> <li>- NGO</li> </ul> |
| PRINCIPAL REGISTRATION NUMBER                                                                                                   |                                                                                                         |
| SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>                                                                            |                                                                                                         |
| PLACE OF REGISTRATION<br><i>City</i><br><i>Country</i>                                                                          |                                                                                                         |
| DATE OF REGISTRATION<br><i>DD MM YYYY</i>                                                                                       |                                                                                                         |
| VAT NUMBER                                                                                                                      |                                                                                                         |
| ADDRESS OF REGISTERED OFFICE<br><i>Street+ P.O. Box</i><br><i>Postal code</i><br><i>City, Region/Province</i><br><i>Country</i> |                                                                                                         |
| TELEPHONE NUMBER                                                                                                                |                                                                                                         |
| E-MAIL                                                                                                                          |                                                                                                         |
| DATE<br><i>DD MM YYYY</i>                                                                                                       | SIGNATURE OF AUTHORISED REPRESENTATIVE                                                                  |

## 2. FINANCIAL IDENTIFICATION FORM

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

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

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

(1) The name or title under which the account was opened and not the name of the authorised representative.

(2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.

(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.

### 3. TENDER FORM - PRICES<sup>2</sup>

All general, administrative and financial costs, as well as the tenderer's profit margin, shall be included in and distributed across the proposed fees. Except for airline-imposed costs expressly identified as pass-through costs under these Tender Specifications, no additional agency fee, administrative charge or surcharge may be invoiced unless expressly included in the Price Schedule.

| Item                                                                                                                                                                   | Pricing type | Unit                                    | Price    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------|----------|
| <b>Service fee – Ticket issuance</b> ( <i>including fare search, presentation of options, reservation, issuance and transmission of the ticket</i> )                   | Percentage   | % of ref. Ticket price<br>____ % x 400€ | EUR ____ |
| <b>Service fee – Ticket modification</b> ( <i>including changes to date, itinerary, passenger details where permitted, etc.; excluding airline-imposed charges</i> )   | Fixed fee    | Per modification                        | EUR ____ |
| <b>Service fee – Cancellation / unused ticket</b> ( <i>including no-show, where actual file-processing services are performed; excluding airline-imposed charges</i> ) | Fixed fee    | Per ticket / file                       | EUR ____ |
| <b>VAT %</b>                                                                                                                                                           |              |                                         | EUR ____ |
| <b>Total Amount</b>                                                                                                                                                    |              |                                         | EUR ____ |

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

<sup>2</sup> See also above Section 6 detailed Selection art. 6.2.1 – For evaluation purposes: (200 × EUR 400 × service fee % for ticket issuance) + (20 × service fee for ticket modification) + (10 × service fee for cancellation / unused ticket).

#### **4. DECLARATION ON HONOUR - EXCLUSION GROUNDS**

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

**The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

- a. Participation in a criminal organization;
- b. Corruption;
- c. Fraud;
- d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
- e. Money laundering or terrorism financing;
- f. Child labor and other forms of trafficking in human beings;
- g. Employment of third-country nationals in illegal residence;
- h. Creation of offshore companies.

**The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

**The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

**The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

- a. Breach of Enabel's policy on sexual exploitation and abuse;
- b. Breach of Enabel's policy on fraud and corruption risk management;
- c. Violation of local legislation concerning sexual harassment at work;
- d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
- e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

**Regarding conflict of interest:**

The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

**or**

The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

**The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

**The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**

**The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium, as well as.**

**I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.**

**Certified true and sincere,**

**Done at:**

**Date:**

**By (Name of entity):**

**Represented by (Full name):**

**Signature of authorised representative:**

## 8 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. **LEGAL IDENTIFICATION FORMS<sup>3</sup>** – see Clause. 1 of Chapter 7 Forms
2. **FINANCIAL IDENTIFICATION FORM** – see Clause. 2 of Chapter 7 Forms
3. **PROFILE REQUIREMENTS AND SUPPORTING DOCUMENTS** – see Chapter 6 Detailed Selection and Award Criteria
4. **TECHNICAL OFFER** – See Clause 3.6 of Chapter 5 Terms of references
5. **TENDER FORM -PRICES** – see Clause. 3 of Chapter 7 Forms
6. **DECLARATION ON HONOUR – EXCLUSION CRITERIA<sup>4</sup>** – see Clause. 4 of Chapter 7 Forms
7. **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 (association agreement signed by each participant, clearly showing who represents the association should be provided as well).

### 8. **CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM**

### 9. **CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS<sup>5</sup>**

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.

### 10. **TAX CLEARANCE CERTIFICATE<sup>6</sup>**

At the latest before award, the Tenderer must provide a valid **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.

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<sup>3</sup> Mandatory for each participant for tenders submitted by a group

<sup>4</sup> Idem

<sup>5</sup> Idem

<sup>6</sup> Idem