TENDER SPECIFICATIONS

Public service Framework Contract for the "**Provision and Maintenance of Internet Services for Enabel Rwanda Offices**"

Reference №: **2646RWA-10119**

Country: **Rwanda**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Site visit (optional):	See Art. 4 of Section 3 Award Procedure
Deadline for submission of tenders:	**18 August 2026** at **4:00 pm Kigali time (Kigali, Rwanda (CAT, UTC+2)**

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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. For this public contract Enabel, in Rwanda, is represented by[1] :

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

1.3. **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.[2] 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 Evariste SIBOMANA, CONTRAT 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;

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/.

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[1] or any other person duly holding a mandate of representation, in accordance with the applicable Enabel’s mandate structure.

[2] 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).

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. This public contract is a Framework service contract for the provision of Internet connectivity, and maintenance (as per the specifications) to ensure a stable communication and access to information as and when needed.

1.2. This public contract is awarded as a framework agreement in accordance with Article 43 of The Law of 17 June 2016 on public procurement.

1.3. 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.

3. ITEMS

3.1. This public contract consists of the items listed under Section 5 below.

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 starts **upon award notification** and has an overall duration of two (2) years (Initial term).

4.2. After this initial term, the public contract **may be renewed once** by the contracting authority upon positive analysis of the services, can renew the contract once and this by notifying the service provider before the date of anniversary 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.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

2.1. This contract is advertised on the Website of Enabel (www.enabel.be);

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Evariste SIBOMANA

CONTRAT OFFICER

evariste.sibomana@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 (evariste.sibomana@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 platform 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.

4. SITE VISIT

4.1. Prospective tenderers may contact the procurement administrator mentioned under clause 3, at least fourteen days before the deadline for submission of tenders, to plan an individual (optional) site visit.

4.2. No additional information beyond what is already specified in these tender specifications will be provided during the visit. Any potential observations regarding access, location of the premises, or other aspects must be communicated according to clause 3.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. 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.

6. DATA TO BE INCLUDED IN THE TENDER

6.1. 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.

6.2. The tender and all annexes to the tender form must be drawn up in English.

6.3. 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.

6.4. 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.

6.5. The tenderer must use the tender forms provided in annex – See Section 7 – Forms.

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.

6.6. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of qualitative selection (see clause 14 and 6 Selection file) and award criteria (see clause 16);

(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).

6.7. 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:

(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.

6.8. 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.

6.9. 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 14 and 6 Selection file), 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.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

8.1. This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

8.2. 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.

9. ELEMENTS INCLUDED IN THE PRICE

9.1. The tenderer is to include in his 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, <u>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</u>. 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.

9.2. The 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) Installation;

(b) operation;

(c) maintenance and technical support;

(d) reporting and management of the internet services;

(e) delivery of documents or records associated with the performance of the contract;

(f) all equipment, materials, labour, transportation, tools, and any other resources required for the proper execution of the contract.

(g) training required for operation;

(h) acceptance costs:

9.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

10.1. The tenderer may only submit one tender per contract.

10.2. Considering article 14, § 2, °3 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, and this because the use of electronic communication tools requires specialised office equipment that contracting authorities do not usually have.

10.3. The specific reasons for requiring the use of paper tenders are: The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Rwanda. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.

10.4. 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:

Tender: **2646RWA-10119 - Framework Contract for the Provision and Maintenance of Internet Services for Enabel Rwanda Offices**

To the attention of: **Evariste SIBOMANA, CONTRAT OFFICER**.

10.5. **The tender must be submitted before 18 August 2026, at 4:00 pm (Kigali, Rwanda (CAT, UTC+2)**

10.6. Tenderers shall submit their bid 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:

Evariste SIBOMANA
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 10.5 (a).

10.7. **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 10. A tender submitted by email will be discarded.**

11. TENDER SIGNATURE

11.1. **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.

11.2. 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.

11.3. 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.

12. OPENING OF TENDERS

12.1. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS

13.1. 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).

13.2. 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.

13.3. 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 14 and 6 Selection file), 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. 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.

13.5. 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.

13.6. <u>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.</u>

13.7. 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.

13.8. **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.

14. QUALITATIVE SELECTION

14.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

14.2. 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 16 subject to the regularity of these tenders.

14.3. 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.

14.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

14.5. 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.

15. OVERVIEW OF THE PROCEDURE

15.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.

15.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

15.3. 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 16). 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.

15.4. 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 are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

15.5. 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 16) 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.

16. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Internet Connectivity Services	20	Quality of the internet connectivity (e.g. speed, data usage, uptime, security features)
Backup Connectivity / Redundancy Solution	20	Quality of the failover or backup internet solution to ensure service continuity in the event of disruption of the primary connection.
Monitoring and observability	20	Quality of the Dashboards and Realtime monitoring, tracing graphs of performance metrics (uptime, latency, packet loss and bandwidth utilization/speed)
Financial Proposal	40	formula will be used

16.2. 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.

17. AWARDING THE PUBLIC CONTRACT

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

17.2. 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.

18. CONCLUDING THE CONTRACT

18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.

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

18.3. 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.

18.4. 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 is **Mr. Eraste MULISA**, **Accountant and IT Specialist**, email: eraste.mulisa@enabel.be. 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, 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

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

For any processing of personal data carried out in connection with this public contract, the 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.

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

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 the 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 calender 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 (E) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS (ART. 147)

16.1. See above Section 2 article 4.

17. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address:

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

18. INSPECTION OF THE SERVICES (ART. 150)

18.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

18.2. 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 FRW.

24.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **All invoices must be addressed to:**

Enabel Rwanda
KN 67 ST, n°10 S
ANLAM TOWERS,
Wing A, 6th Floor
Kigali, Rwanda

Attention to Mr. Francois Xavier NZEYIMANA – francoisxavier.nzeyimana@enabel.be and Mr. Eraste eraste.mulisa@enabel.be with cc rwa.invoices@enabel.be

24.4. Payment shall be made monthly, upon satisfactory performance of the services and submission of a duly approved invoice and the required monthly report.

24.5. Each report must include:

(a) Total amount invoiced for the current month;

(b) Monthly service report in accordance with the provisions specified in Section 5.

25. ADVANCE PAYMENTS

25.1. Notwithstanding clause 24 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.Notwithstanding clause 24 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.

25.2. The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

(a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

(b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;

(c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

25.3. The advance is calculated on the basis of the reference value of the public contract, i.e.:

(a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

(b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

(c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

25.4. For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

25.5. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

(c) A financial guarantee for the full amount of the advance is provided.

25.6. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

25.7. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

25.8. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

The Belgian Agency for International Cooperation, Enabel, mobilises its resources and its expertise to eliminate poverty in the world.

Enabel contributes to the efforts of the international community and works towards a society that provides present and future generations with enough resources to build a sustainable and fair world. In Rwanda,

Enabel manages and implements development programmes funded by the European Union, and other international development partners, including the Government of Luxembourg, the Green Climate Fund (GCF), the Swedish International Development Cooperation Agency (Sida), among others. These programmes support key sectors such as health, agriculture, agroforestry, urbanization, skills development, and economic empowerment, contributing to Rwanda's socio-economic transformation.

This tender is launched by Enabel Rwanda, which acts under various development cooperation mandates and is responsible for implementing a broad portfolio of projects across the country.

To ensure the effective delivery of its programmes and the continuity of its operations, Enabel requires reliable, secure, and high-performance internet connectivity across its offices.

Through this procurement procedure, Enabel Rwanda seeks to establish a Framework Contract for the Provision and Maintenance of Internet Services for Enabel Rwanda Offices.

The objective is to identify a qualified and experienced Internet Service Provider (ISP) capable of delivering robust, stable, and secure internet connectivity, as well as associated maintenance and technical support services, to ensure uninterrupted business operations and effective programme implementation.

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

The objective of this framework services contract is to provide Enabel Rwanda with reliable, secure, and high-quality internet connectivity services, including installation, maintenance, monitoring, and technical support, to ensure uninterrupted communication, access to online resources, and the effective implementation of Enabel's daily operations and programmes.

2.2. Results to be achieved

The assignment shall result in the provision of a reliable, secure, and high-performance internet service for Enabel Rwanda, including the installation and maintenance of a dedicated fiber-optic connection, a fixed public IP address, and a redundancy solution, ensuring a minimum service availability of 99.8%, uninterrupted business operations, efficient communication, real-time network monitoring, and responsive technical support throughout the contract period

3. TECHNICAL AND MATERIAL RESOURCES

The Service Provider shall mobilize all technical, human, and material resources necessary to ensure the successful provision, operation, maintenance, and support of internet services for Enabel Rwanda.

3.1. Technical Infrastructure

The Internet Service Provider shall provide:

- A dedicated Fiber Optic Internet connection with a minimum guaranteed symmetrical bandwidth of 60 Mbps (upload and download).
- Unlimited data usage.
- At least one Fixed Public IP Address (IPv4 and/or IPv6 where available).
- A redundancy/failover solution to ensure continuity of service during outages.
- PPPoE-based connectivity with all required authentication credentials and configuration parameters.
- A minimum uptime guarantee of 99.8% per calendar month

3.2. Equipment

The Service Provider shall supply, install, configure, test, and maintain all equipment necessary for service delivery, including:

- Enterprise-grade routers.
- Optical Network Terminals (ONTs).
- Modems and interface cards.
- Fiber-optic transmission equipment.
- Power protection devices (where applicable).
- Any other accessories required to ensure reliable operations.

3.3. Human Resources

The Service Provider shall assign qualified personnel, including:

- A dedicated Account Manager serving as the single point of contact.
- Network Engineers responsible for implementation and maintenance.
- Technical Support Officers available for remote and on-site interventions.
- Service Management personnel responsible for monitoring, reporting, and SLA compliance.

3.4. Monitoring Tools

The Service Provider shall provide a web-based monitoring platform allowing Enabel to:

- Monitor service status in real time.
- Access bandwidth utilization reports.
- Review uptime and downtime statistics.
- Access historical performance data and trends

4. TECHNICAL SPECIFICATION

All bidders are required to complete this table as part of their technical proposal. The information provided in Columns 3 and 4 will be used to assess compliance with the required technical specifications, as well as the quality and technical value of the proposed solution

No.	1. Item	2. Proposed technical specifications from the bidder	4. Notes, remarks, ref to documentation
1	**Speed requirement: minimum of 55-65Mbps** on both upload and download- with unlimited internet connection to Enabel's Office.		
2	Allocation of one Fixed public IP Address: the fixed IP address is IPv4 or IPv6 if is available.		

3	Provide such Internet service with a Router (Broadband) with an interface card (Ethernet) or any other apparatus appropriate for the aforementioned Internet connection that will serve the same purpose		
4	The service provider shall guarantee at least 99.8% uptime; (means in downtime: 3mins a day, 20mins per week, 1.5 hrs a month, 17.5 hours a year).		
5	Provision of a **redundancy/failover solution** to ensure service continuity when the primary link is unavailable		
6	ISP shall maintain all services and equipment provided in their proposal		
7	Monitoring: Must provide Real time graphs for performance metrics(uptime, latency, packet loss and bandwidth utilization/speed)		
8	Scaling: Flexible to upgrade and downgrade		
9	Availability of a Network Operations Centre (NOC) and field support services		
10	Maximum response time for critical incidents: **1 hour**		
11	No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection.		
12	Security and Data confidentiality: Provider may not scan traffic (if this should be done for finding problems in the network, a prior ENABEL written agreement must be obtained).		
13	Specify guaranteed latency levels within Rwanda and to major international destinations For Latency and Packet Drops, specify thresholds, for example: Latency: ≤ 50 ms within Rwanda. Packet Loss: ≤ 1%.		
14	Downtime for planned maintenance should be done in non-business hours, minimized, and communicated		
15	A dedicated account relationship manager shall be allocated to Enabel		
16	The service provider shall provide the communication matrix with all necessary contacts and all levels of escalation in the interest of resolving pending issues.		
17	Monthly performance reports, including uptime, incidents, bandwidth utilisation, latency, packet loss, and maintenance activities		

5. METHODOLOGICAL APPROACH

The Service Provider shall adopt a structured and results-oriented methodology consisting of the following phases:

Phase 1: Inception and Site Assessment

- Conduct a detailed site survey at Enabel Rwanda office.
- Review technical requirements and confirm connectivity architecture.
- Prepare an implementation plan, installation schedule, and risk assessment.

Phase 2: Installation and Configuration

- Deploy fiber connectivity infrastructure.
- Install and configure all network equipment.
- Configure PPPoE authentication and Fixed IP services.
- Implement redundancy and failover mechanisms.

Phase 3: Testing and Commissioning

- Conduct bandwidth and performance testing.
- Verify connectivity, failover functionality, and security settings.
- Obtain commissioning approval from Enabel.

Phase 4: Operational Support and Maintenance

- Deliver continuous service monitoring.
- Provide preventive and corrective maintenance.
- Respond to incidents according to agreed SLA response times.
- Replace faulty equipment at no additional cost.

Phase 5: Reporting and Continuous Improvement

- Produce monthly service performance reports.
- Analyze network performance trends.
- Recommend improvements to enhance service reliability and efficiency

6. PROVISIONAL WORK TIMETABLE

The ISP shall, where applicable, complete the installation, testing, configuration, and activation of services within a maximum period of three (3) days from the date of issuance of the award notification letter, unless otherwise agreed in writing with the Contracting Authority.

7. SUPERVISION OF THE ASSIGNMENT

7.1. Responsibilities

Responsibilities of the ISP

- Supply, install, configure, and commission all required services and equipment.
- Maintain service availability according to SLA commitments.
- Provide technical support and maintenance.
- Replace defective equipment.
- Submit monthly performance reports.
- Notify Enabel proactively of service interruptions and maintenance activities.

Responsibilities of Enabel

- Provide access to installation sites and facilities.
- Designate focal people for coordination.
- Review reports and provide feedback.
- Facilitate acceptance and verification procedures.
- Process payments according to contract terms

7.2. Communication and follow-up

Communication shall be maintained through:

- A designated Account Manager from the ISP.
- A designated Managing Official from Enabel.
- Email and telephone communication channels.
- Incident escalation procedures.
- Monthly operational reports.
- Quarterly review meetings.
- Immediate notification of outages, planned maintenance, and critical incidents.

8. DOCUMENTS/RESOURCES PROVIDED BY ENABEL

Enabel shall provide:

- Access to the Enabel Rwanda office premises for site assessments and installation activities.
- Existing network and connectivity information where relevant.
- Designated focal points for technical and operational coordination.
- Feedback on implementation plans and performance reports.
- Access to facilities required for installation and inspection activities.
- Contract management and supervision through the designated Managing Official.

9. REPORTING MODALITIES

The Service Provider shall comply with the following reporting requirements throughout the contract period:

- **Reporting Lines:** All communications, incident reports, and service reports shall be submitted to the Enabel representative designated in the contract.
- **Service Reports:** The Service Provider shall submit a **monthly service report** summarizing:
  - ✓ Internet service availability (uptime);
  - ✓ Incidents reported and resolved;
  - ✓ Response and resolution times;

- ✓ Maintenance activities carried out;
- ✓ Outstanding issues and proposed corrective actions.

- **Incident Reporting:** in the event of major service disruptions, the Service Provider shall immediately notify Enabel promptly and provide an incident report detailing the cause, actions taken, status, and measures implemented to prevent recurrence.
- **Format of the report (if Any):** Reports shall be submitted electronically by email in PDF, Excel, or another format agreed upon by the parties.
- **Review and Approval Process**: Enabel shall review the submitted reports and may request clarifications or additional information where necessary. Acceptance of reports shall not relieve the Service Provider of its contractual obligations.

6 SELECTION FILE

QUALIFICATIONS AND COMPETENCES OF EXPERTS AND SERVICE PROVIDERS

The following minimum requirements will be assessed during the selection stage. Bidders must demonstrate compliance with all the criteria below:

1. Legal Registration

The bidder must be a:

- **legally registered company** for at least **ten (10) years**
- **registered licensed telecommunications company** and/or the owner and operator of a telecommunications network – Valid company

Proven by a copy of a valid company registration certificate

2. Relevant Experience

The bidder must demonstrate **proven experience in the provision, operation, and maintenance of internet services in Rwanda.**

Proven by at least five (5) certificates of satisfactory completion or equivalent references for similar assignments including at least one assignment performed for an NGO, an international organisation, or an international company.

3. Technical Capacity and Support Services

The bidder must possess the necessary **technical capacity to provide maintenance services and ongoing technical support.**

Evidence shall include the CVs of the key technical personnel assigned to the contract, clearly indicating their qualifications, experience, and roles.

4. Financial Capacity

The bidder must have achieved a cumulative turnover **of at least EUR 150,000 during the last three (3) completed financial years.**

The tenderer must **complete the following table of financial data based on its annual accounts.**

Financial data	Year- 2 €	Year- 1 €	Last financial year €	Cumulative Turnover €
Annual turnover achieved				

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.

7 FORMS

1. IDENTIFICATION FORM

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
TELEPHONE NUMBER	
E-MAIL	
DATE *DD MM YYYY*	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. FINANCIAL IDENTIFICATION FORM

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

BANK (2) - -

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

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

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

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

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

3. TENDER FORM - PRICES

The 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.

	Unit	**Quantity**	**Total incl. WHT[1,2]**
Fees			
Provision, installation, commissioning, maintenance, and support of dedicated internet services for Enabel Rwanda Offices, including all required equipment, fiber connectivity, fixed public IP address, redundancy solution, monitoring, reporting, and related services	Lump Sum	1 Month	FRW
SUB-TOTAL: incl. WHT and excl. VAT **(A)**			
NET to be paid to the bidder (C) = (A-B)			
VAT of 18% to be added on (A); for international bidders[3] refer to the footnote **(D)**			
SUB-TOTAL: incl. WHT and VAT **(E) = (A+D)**			
International travel costs		€	
Visa costs		€	
SUB-TOTAL (F)			
GRAND TOTAL (G) = (E+F)			

Should the bidder be registered in Rwanda, EBM invoice will be required for payments.

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

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

Certified true and sincere,

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

[3] Refer to article 14 of the law Nº 049/2023 of 05/09/2023, For international bidders a reverse VAT of 18% to international bidders which will be retained and paid by Enabel will be applied.

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 – SECTION 7 ART. 1**

2. **FINANCIAL IDENTIFICATION FORM – SECTION 7 ART. 2**

3. **COMPANY PROFILE WITH REQUIRED DOCUMENTS – SECTION 6**

    - *Valid registration certification - Art.1*
    - *Relevant experience - Art.2*
    - *Technical capacity and support services - Art.3*
    - *Financial Capacity - Art.4*

4. **TECHNICAL OFFER – SECTION 5 ART. 4**

5. **TENDER FORM -PRICES – SECTION 7 ART. 3**

6. **DECLARATION ON HONOUR – EXCLUSION CRITERIA – SECTION 7 ART. 4**

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.

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**

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**

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.