TENDER SPECIFICATIONS

Public service contract for "**Public Space Activation through the Design, Deployment, Operation and Maintenance of Public (Wi-Fi) Internet Infrastructure and Affordable Internet Services in Rwamagana and Bugesera Districts**"

Reference №: **RWA23001-10010**

Country: **Rwanda**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**5 October 2026** at **16:00 (Kigali Time)**

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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 direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

1.3. For this public contract Enabel, in Rwanda, is represented by:

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

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.[1] 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, Contract 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;

[1] 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. This public contract is contract for the provision of: "**reliable and sustainable internet connectivity in underserved areas, including appropriate network backup solutions, and the deployment and operation of public Wi-Fi hotspots at strategic locations such as youth centres, bus parks, markets, housing estates, eco-parks, service centres, and ICT hubs**".

1.2. Services required in this public contract fall under the CPV code(s): 32424000-1 32412110-8; 32420000-3; 72411000-4.

2. LOTS

2.1. This public contract is not divided into lots.

2.2. The main reasons for not dividing this public contract into lots are: **The procurement contract consists of a single, indivisible lot, as the services and related components are interdependent and require seamless integration, consistent technical and quality standards, and a single point of responsibility to ensure efficiency, quality and cost-effectiveness. Tenders submitted for only part of the lot are inadmissible.**

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 starts **upon award notification** and ends **upon completion of performance** (**clause 14 of chapter 4 Special Contractual Provisions**).

4.2. This public contract **MAY NOT** be renewed.

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 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 following official platform:

(a) The Belgian Public Tender bulletin (https://www.publicprocurement.be/bda)

2.2. The following platforms:

(a) Website of Enabel (www.enabel.be);

(b) 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. Evariste SIBOMANA

Contract 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 platforms as mentioned under clause 2.

The tenderer is to submit his 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 use the tender forms provided in the Chapter 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.

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

(a) All documents demanded for the application of qualitative selection **(see clause 13 below and Chapter 6 DETAILED Selection AND AWARD Criteria);**

(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:

(a) Identification form (Chapter 7 Forms);

(b) Declaration on honour - Exclusion grounds (Chapter 7 Forms);

(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 below and Chapter 6 DETAILED Selection AND AWARD)**, 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 **frw**.

7. DETERMINATION OF PRICES

7.1. 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 its 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) Customs and excise duties for equipment and products used;
(h) Detailed site assessments and network design;;
(i) Supply of all equipment, software and licences;;
(j) Installation and commissioning;;
(k) Connectivity infrastructure;;
(l) Operation and maintenance;;
(m) Monitoring and reporting;;
(n) Preparation and execution of the final infrastructure handover.
(o) Acceptance costs.

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

9. SUBMISSION OF TENDERS

9.1. Without prejudice to any variants, 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 may 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: **RWA23001-10010 - Public Space Activation through the Design, Deployment, Operation and Maintenance of Public (Wi-Fi) Internet Infrastructure and Affordable Internet Services in Rwamagana and Bugesera Districts.**

To the attention of: **Evariste SIBOMANA, Contract Officer**.

9.4. **The tender must be submitted before 5 October 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:

Sanlam Towers, 6th floor, wing A 10, KN 67 St Kiyovu B.P. 6089, 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. Tenders must be in the possession of the contracting authority before **5 October 2026** at **16:00 (Kigali Time)**.

11.2. 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 Chapter 6 DETAILED Selection AND AWARD**), 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' (**6 DETAILED Selection AND AWARD**), 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 succesful 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:

Award Criterion	Criterion Weight (%)
Price	40/100
Technical Proposal	60/100

15.2. 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.

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 (with proof of the exact dispatch date) or 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 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

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.

These tender specifications derogate from the Articles Art. 25 to 33 of the “GIR”[2].

SECTION (A) - GENERAL

1. 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.

2. MANAGING OFFICIAL (ART. 11)

2.1. The managing official for this public contract is **Mr. HABIYAREMYE Nelson Gaspard**, **Smart City & GIS Expert Enabel**, email: gaspard.habiyaremye@enabel.be. The managing official is responsible for overseeing the performance of the contract.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

3. CONFIDENTIALITY (ART. 18)

3.1. 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

[2] The performance bond may be posted through an establishment registered in Rwanda. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

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.

3.2. 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.

4. PROTECTION OF PERSONAL DATA

4.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for 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.

4.2. 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).

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

5.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.

5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, 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.

5.3. 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.

5.4. 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

6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at 5% of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

6.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution (**bank guarantee**[3]).

By way of derogation from Article 26 of the “GIR”, the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

6.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

6.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

(a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office (Dutch or French procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;

(b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;

(c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;

(d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

6.5. Proof of deposit (Art. 27)

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

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

(a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;

(b) A debit notice from the credit institution or insurance company;

(c) A deposit certificate issued by the State Cashier or a similar public institution;

(d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;

(e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

The performance bond shall be issued in favour of the Contracting Authority. However, in view of the nature of the project and its implementation context, the Contracting Authority shall have the right, at any time during the execution of the contract or thereafter, to transfer or assign the benefit of the performance bond, in whole or in part, to the final beneficiary of the works. In such case, the contractor undertakes to take all necessary measures, at no additional cost, to ensure that the performance bond remains valid, enforceable, and fully effective for the benefit of the final beneficiary, including, where required, the amendment or reissuance of the guarantee.

6.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. 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

8. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

8.1. 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").

8.2. **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.

8.3. **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.

9. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

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

10.1. 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.

10.2. 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.

10.3. When activities are suspended, based on this clause 10.3, 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.

10.4. 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.

11. UNFORESEEABLE CIRCUMSTANCES

11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

11.2. 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, constitutes an unforeseeable circumstance under this clause 11. 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.

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

12.1. 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.

12.2. 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".

12.3. 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.

13. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

13.1. 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.

13.2. 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 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

14. DEADLINES AND TERMS (ART. 147)

14.1. This public contract starts upon award notification and ends upon final acceptance of the final deliverable.

14.2. Unless otherwise agreed, performance shall start from **the day after the date on which the service provider received the contract conclusion notification letter**.

14.3. The project shall be implemented over a period of twenty-four (24) months from the date of contract award and shall consist of two main phases as described in **clause 5 of chapter 5 Terms of references**.

15. PLACE OF PERFORMANCE (ART. 149)

The services must be performed in the **Bugesera and Rwamagana Districts, Rwanda**.

16. INSPECTION OF THE SERVICES (ART. 150)

16.1. 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.

16.2. 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.

17. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

17.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

17.2. 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

18. FAILURE OF PERFORMANCE (ART. 44)

18.1. 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).

18.2. 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.

18.3. 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”.

19. FINES FOR DELAY (ART. 46 AND 154)

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

20. MEASURES AS OF RIGHT (ART. 47 AND 155)

20.1. 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 20.2 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.

20.2. 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

21. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

21.1. 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.

21.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

21.3. 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 22).

21.4. 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.

21.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

22. INVOICING AND PAYMENT (ART. 66-72 AND 160)

22.1. 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.

22.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in Rwf.

22.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **rwa.invoices@enabel.be with cc gaspard.habiyaremye@enabel.be**.

22.4. Payments shall be made upon satisfactory completion and acceptance of the corresponding deliverables by the Contracting Authority. Acceptance shall be based on compliance with the Terms of Reference, achievement of the required performance standards, and submission of the required deliverables **(see Clause 6 Chapter 5 Terms of references).**

Milestone / Trigger	% of Total Contract Amount
Upon approval of Deliverable D1	10%
Upon successful completion, testing, commissioning and formal acceptance of Deliverable D2	25%
After six (6) months of successful operation following infrastructure acceptance, subject to satisfactory SLA compliance and approval of the corresponding monthly performance reports.	25%
After twelve (12) months of successful operation following infrastructure acceptance, subject to satisfactory SLA compliance and approval of Deliverable D4 (Capacity Building and Sustainability & Transition Plan).	20%
Upon completion of the contract period, submission and acceptance of Deliverable D5 (Final Completion Report and Infrastructure Handover Package and successful handover of the infrastructure to the beneficiary Districts.	20%

23. ADVANCE PAYMENTS

23.1. Notwithstanding clause 22.2 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.

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.

23.2. 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.

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

23.3. 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. 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.

23.4. 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.

23.5. The advance granted is charged to the amounts owed to the service provider, as follows: The advance shall be recovered from subsequent payments. Half of the advance shall be deducted from the payment due once the value of the services performed reaches 35 % of the initial contract amount, and the remaining half once the value of the services performed reaches 60% of the initial contract amount.

5 TERMS OF REFERENCE

1. BACKGROUND

Using funding from the European Union (EU), Enabel Rwanda as implementing partner in partnership with the Government of Rwanda, through the Ministry of Infrastructure (MININFRA) and the Satellite cities of Bugesera and Rwamagana, is implementing the Inclusive and Climate-proof Urban Development of Rwandese Secondary Cities (CLIMURBA) Project to make these cities more attractive, inclusive, and vibrant.

Under CLIMURBA Project, significant investments have been made and shall continue to take place to improve the urban environment and quality of life in the satellite cities of Rwamagana and Bugesera.

These investments (past and ongoing) include the development and rehabilitation of public open spaces such as markets, affordable housing areas, roads, health centers, youth facilities, handcraft centres, and support to Hanga Hubs as centers for innovation and entrepreneurship. Together, these investments provide the physical infrastructure required for vibrant urban communities.

However, infrastructure alone does not guarantee public spaces' active use; their long-term success depends on creating vibrant, inclusive, and economically productive spaces that respond to the evolving needs of urban residents. Modern public spaces increasingly require digital connectivity to support education, innovation, commerce, tourism, public services, and social interaction. As cities become increasingly digital, internet connectivity has become an essential urban service comparable to electricity, roads, or even water.

A joint survey by Enabel and the Bugesera and Rwamagana Districts, covering the urban areas of Kigabiro and Nyamata with a combined population of nearly 200,000 residents, identified a strong and growing demand for internet services. However, limited availability, quality, and reliability of connectivity continue to constrain digital participation and socio-economic inclusion in the Project areas.

For this reason, one of the activities of the CLIMURBA Project is to improve the accessibility and affordability of reliable internet services in public spaces of Bugesera and Rwamagana, thereby enhancing digital inclusion, local innovation, service delivery, and socio-economic opportunities.

As part of this effort, the Project shall:

1. Facilitate the extension of the infrastructure to ensure reliable and sustainable internet access with network backup plans in areas currently needing high-quality connectivity.
2. Facilitate the deployment and operation of public Wi-Fi hotspots facilities in strategic locations such as youth centers, bus parks, modern markets, housing estates, eco-parks, service centers, and ICT hubs (see the annexed lists of proposed potential wi-fi hotspots).

2. RATIONALE

The activity directly contributes to the Public Space Activation Strategy developed by MININFRA, which promotes diversified programming and innovative services that increase the attractiveness and use of public spaces while strengthening social cohesion and local economic development. Digital connectivity enables public spaces to evolve from passive physical infrastructure into active centres of community life.

Reliable public internet will:

- Increase footfall and economic activity in markets and commercial centres.
- Support entrepreneurs, artisans and SMEs operating from handcraft centres and markets.
- Enable young innovators using Hanga Hubs and youth centres.
- Improve access to e-government, education and health information.
- Create opportunities for digital jobs and online businesses.
- Enhance visitor experience in parks, recreation areas and public gathering spaces.
- Promote inclusive access to digital services for women, youth and low-income households.

- Increase taxes base for beneficiary districts revenues

The intervention therefore complements previous infrastructure investments by ensuring these public assets remain vibrant, economically productive, and socially inclusive.

3. OBJECTIVES OF THE ASSIGNMENT

3.1. General objective

Activate (further) strategic public spaces in the Rwamagana and Bugesera Districts through the provision of accessible, affordable, reliable, secure and sustainable public Internet (Wi-Fi) services that promote digital inclusion, economic opportunities, innovation, community engagement and improved urban livability.

3.2. Specific Objectives

- Provide reliable, secure and high-quality public Internet (Wi-Fi) services in strategic public spaces with adequate coverage, capacity and service availability.
- Extend broadband connectivity infrastructure, including fiber or other technically appropriate backhaul solutions where justified, to selected locations (see annex 1).
- Design, deploy and operationalize public Wi-Fi hotspots in strategic locations including schools, youth centres, markets, bus parks, housing estates, eco-parks, public service centres, ICT hubs and other identified community facilities.
- Improve the quality, availability and reliability of Internet services through appropriate bandwidth dimensioning, resilient network architecture, effective traffic management, and clearly defined Service Level Agreements (SLAs).
- Increase access to affordable Internet services for residents, particularly women, youth and vulnerable groups, through a combination of free basic access and affordable registered user packages.
- Promote digital inclusion by enabling access to e-government services, education, innovation, entrepreneurship, business development, tourism and other digital services.
- Establish a secure, scalable and sustainable public Internet infrastructure capable of accommodating future growth in user demand without major infrastructure replacement.
- Promote long-term sustainability through technically and financially viable business models, public-private partnerships and progressive cost recovery mechanisms.

In order to do so, Bidders may propose fibre, microwave, mobile broadband, or hybrid solutions, provided they meet the minimum technical and performance requirements set out in these Terms of Reference.

4. SCOPE OF WORK AND REQUIREMENTS

The successful Service Provider shall be responsible for the **complete design, supply, installation, commissioning, operation, maintenance and management of public Internet (Wi-Fi) services at the locations identified by the Contracting Authority (see Annex 1).**

The assignment shall include all labor, equipment, software, licenses, connectivity services, accessories, testing, documentation, training, technical support and any other resources necessary to deliver a fully operational, secure and sustainable public Internet service in accordance with these Terms of Reference.

The Service Provider shall **perform, at a minimum, the activities described below in accordance with these terms of references (notably its Annex 3).**

4.1. Site Assessment and Detailed Network Design

The Service Provider shall conduct a **comprehensive technical assessment of each deployment site before commencing implementation (see Annex 1).**

The **assessment** shall include, at minimum:

- Physical site inspection and engineering survey.
- Radio Frequency (RF) spectrum analysis and interference assessment.
- Assessment of existing fibre, wireless and utility infrastructure.
- Evaluation of power availability and protection requirements.
- Assessment and validation, against the assumptions provided in Annex 1, of expected user demand, user profiles, expected peak concurrent users, traffic patterns and proposed hotspot category.
- Identification of equipment mounting locations and civil works requirements.
- Environmental and physical security assessment.
- Identification of all licences, permits, rights of way, site access authorisations, equipment/type approvals, frequency authorisations and other regulatory approvals, where applicable, required for implementation and operation, including the responsible party and expected lead time for obtaining them.
- Identification of implementation risks and mitigation measures.

Based on the assessment, the Service Provider shall prepare a detailed network design for approval by the Contracting Authority.

The **design** shall include:

- Logical network topology.
- Physical network topology.
- Coverage maps.
- Capacity calculations.
- Bandwidth dimensioning.
- Equipment schedules.
- IP addressing plan.
- Redundancy arrangements.
- Cybersecurity architecture.
- Implementation schedules.

4.2. Connectivity Infrastructure

The Service Provider shall **design and implement the connectivity infrastructure required to provide reliable broadband connectivity to all hotspot locations**. The bidder shall provide as much information as possible on the choice of the proposed technology/solution.

Where existing infrastructure is available, the Service Provider shall optimize its utilization.

Where new infrastructure is required, the Service Provider shall provide all necessary components, including, where applicable:

- Fibre deployment.
- Fibre termination.
- Wireless backhauls.
- Hybrid connectivity solutions.

NB: Any pre-existing, shared or third-party infrastructure proposed by the bidder shall be clearly identified in the technical offer, including its ownership and any dependencies for continued operation. All infrastructure and equipment specifically financed under this Contract shall be dedicated to the Project and subject to the ownership and handover provisions of the Contract.

4.3. Public Wi-Fi/internet Infrastructure Deployment

The Service Provider shall **supply, install, configure, test and commission all infrastructure necessary for the operation of the public Wi-Fi hotspots.**

The scope shall include, where applicable:

- Enterprise-grade Access Points.

- Controllers.
- Routers.
- Managed switches.
- Firewalls.
- Fibre and copper cabling.
- Cabinets and racks.
- Antennas.
- Mounting structures.
- Power protection equipment.
- UPS systems.
- Grounding systems.
- Accessories and installation materials.

4.4. User Access and Internet Services

The Service Provider shall **configure and operate public Internet services during the Phase II of the contract** (**see clause 5 Timeline-Duration below**).

The solution shall include:

- Captive Portal.
- User authentication.
- User registration.
- Session management.
- Fair Usage Policy implementation.
- Bandwidth management.
- Package structure (see below).
- Mobile Money or equivalent payment integration.
- Usage monitoring and reporting.

Any mechanism involving the collection of end-user payments shall provide adequate transaction records and reconciliation data to enable verification of amounts invoiced and collected.

The Service Provider shall ensure that the user experience remains consistent with the Service Level Agreement throughout the contract period.

4.5. Minimum Package Structure

The Service Provider shall provide an **affordable service package to end users.**

The package shall be offered at a gradually increasing price over the contract period, with a view to promoting long-term financial sustainability of the connectivity services and facilitating the gradual transition towards greater end-user financing (**clause 3 of chapter 7 Forms - Tender form – Price "B. PHASE II – OPERATIONAL SERVICES")**.

NB: The end-user prices quoted in the tender shall constitute the maximum prices that may be charged for the mandatory reference package during the corresponding periods of the Contract.

4.6. Cybersecurity and Data Protection

The Service Provider shall implement **appropriate cybersecurity measures** to protect users, infrastructure, and information systems.

4.7. Network Monitoring and Service Management

The Service Provider shall implement **centralized monitoring and management tools capable of supervising all hotspot locations from a single management platform**.

The platform shall support:

- Real-time monitoring.
- Performance monitoring.
- Fault management.
- Configuration management.
- Usage statistics.
- SLA monitoring.
- Alert generation.
- Remote diagnostics.
- Reporting.
- Network analytics.

Monthly performance reports shall be submitted in accordance with these Terms of Reference (see below).

4.8. Reporting Requirements and Additional Responsibilities

The successful service provider will be required to **provide progress reports** to the contracting authority.

Each of the two contract Period phases, illustrated in the timeline section, will require different reporting frequencies and content (**see clause 5 Timeline-Duration below**).

Phase I – Infrastructure deployment (months 0-6)

During the infrastructure deployment phase, the Service Provider shall submit a monthly progress report to the contracting authority and the beneficiary Districts until completion of deployment.

The monthly progress reports shall include, at minimum: **implementation progress per site, equipment delivered and installed, connectivity status, issues encountered, risks, mitigation measures, updated timeline, dependencies, and next steps.**

Phase I shall end upon operational acceptance of the deployed infrastructure by the Contracting Authority. Phase I shall be completed no later **than 6 months from the contract award date**, unless otherwise approved in writing by the Contracting Authority.

Phase II – Operations and maintenance (months 7-24)

Following acceptance of the deployed infrastructure, the Service Provider shall submit monthly performance reports during the project-funded operation period of **18 months**.

The Service Provider shall submit a monthly Performance and Sustainability Report including, at minimum:

- service availability and uptime, including compliance with applicable SLA requirements;
- incidents, security events, complaints, response and resolution times, corrective actions and follow-up measures;
- bandwidth utilization, traffic and other relevant usage statistics;
- maintenance and preventive/corrective maintenance activities carried out;
- number of registered users, active users and paying users;
- applicable end-user tariffs and packages;
- revenues invoiced and revenues collected from end users;
- evolution of user uptake and service consumption;
- progress towards the implementation and financial sustainability of the proposed business model;
- key risks, issues and recommendations; and

- forecast for the following reporting period, including expected user uptake, revenues and planned sustainability measures.

4.9. Service Level Agreement (SLA)

The successful bidder shall **operate and maintain the Public Wi-Fi infrastructure in accordance with the minimum Service Level Agreement (SLA) defined in Annex 3.**

- The bidder shall implement appropriate monitoring tools to continuously measure compliance with the above service levels.
- Planned maintenance activities shall, wherever possible, be undertaken outside peak usage hours and communicated in advance to the Contracting Authority.

4.10. Operations and Maintenance

The Service Provider shall provide:

- Preventive maintenance.
- Corrective maintenance.
- Helpdesk services.
- Incident management.
- Spare parts.
- Software updates.
- Firmware upgrades.
- Security patch management.
- Configuration backup.
- Disaster recovery support.

Maintenance activities shall ensure continuous compliance with the minimum service levels specified in Annex 3, throughout the contract period.

4.11. Capacity Building and Community Awareness

The Service Provider shall **strengthen the capacity of beneficiary institutions and designated community representatives** to support the sustainable operation, management, and responsible use of the deployed connectivity infrastructure.

The Service Provider shall, as a minimum, undertake the following activities:

4.11.1. Training of District ICT Officers

- Train at least two (2) designated ICT officers per beneficiary district.
- Training shall cover network operation, basic troubleshooting, monitoring, user management, cybersecurity, preventive maintenance, and escalation procedures.
- Training shall include both theoretical and practical sessions using the deployed infrastructure and management platform.
- ICT officers shall be trained to monitor user connections, bandwidth consumption, traffic patterns, network availability, and other relevant performance indicators.
- The Service Provider shall provide standard procedures and templates for routine monitoring and reporting.
- Training shall be conducted for a minimum of one (1) working day.

4.11.2. Training of Hotspot Administrators

- Train at least one (1) designated administrator per hotspot.
- Training shall cover hotspot operation, basic troubleshooting, user support, usage monitoring, reporting, cybersecurity, and escalation procedures.

- Training shall be conducted for a minimum of one (1) working day and shall include practical exercises.

4.11.3. **Digital Literacy and Community Awareness**

- Conduct at least two (2) community awareness sessions per beneficiary hotspot/site.
- Sessions shall cover basic digital literacy, Internet use, access to online services, responsible use of digital technologies, acceptable use of the provided connectivity, privacy, and online safety.
- Online safety awareness shall include password security, phishing, malware, protection of personal information, safe use of public Wi-Fi, online scams, and reporting of suspicious activities.

4.11.4. **Training and Awareness Materials**

- Develop and provide appropriate training and awareness materials in electronic and/or printed format.
- Materials shall be provided in Kinyarwanda and, English when requested.

4.11.5. **Training and Awareness Records**

- Maintain attendance records and documentation of all training and awareness activities.
- Submit evidence of implementation, including participant lists, dates, topics covered, materials used, and photographs or other appropriate evidence where applicable.

4.11.6. **Post-Training Support**

- Provide at least one coaching session every three (3) months for post-training technical guidance to designated ICT officers and hotspot administrators.

4.12. Sustainability and Transition Planning

The present contract covers the design, supply, installation, commissioning, operation and maintenance of the public Internet (Wi-Fi) infrastructure and services for a period of twenty-four (24) months from the Contract Commencement Date, comprising Phase I – Infrastructure Deployment and Phase II – project-funded operation of the Internet services.

All infrastructure, equipment and associated assets financed under this Contract shall remain the property of Enabel throughout the contract period. At the end of the Contract, ownership of such infrastructure, equipment and associated assets shall be transferred to the beneficiary Districts, together with the relevant project deliverables.

Following the handover, ownership of the infrastructure shall rest with the beneficiary Districts.

In close collaboration with the contracting authority and beneficiary Districts, the Service Provider shall therefore develop a realistic Sustainability and Transition Plan setting out practical options for the continued operation of the public Internet (Wi-Fi) services beyond the project-funded implementation period (see section below Timeline).

The model/plan shall be practical, affordable, and capable of supporting the long-term operation, maintenance, financing and future expansion of the deployed infrastructure.

At a minimum, the Sustainability and Transition Plan shall include:

- Business model options for long-term service delivery;
- Revenue model and financing options;
- Cost recovery mechanisms;
- Proposed end-user access packages;
- Operation and maintenance arrangements;
- Institutional roles and responsibilities;
- Partnership arrangements;

- Transition and handover strategy;
- Asset management recommendations;
- Capacity-building and knowledge transfer arrangements for the beneficiary Districts; and
- Recommendations for future network expansion, technology upgrades, and service improvements.

The Plan shall clearly identify the assumptions, responsibilities, estimated costs, potential sources of financing and key risks associated with the proposed options.

The preparation of the Plan does not create any obligation for the Service Provider to continue operating the services beyond the twenty-four (24)-month contract period, nor any commitment by the Contracting Authority (Enabel) to finance, procure, contract or otherwise support such continuation. Any future operational arrangement, whether involving the current Service Provider or another operator, shall be subject to a separate decision and, where applicable, separate procurement and contractual process with the relevant beneficiary institutions.

4.13. Infrastructure and Service Cost-Provider Responsibilities

The Contract Price shall include all costs necessary for the complete implementation of the assignment during the twenty-four (24) month contract period, including, but not limited to:

- detailed site assessments and network design;
- supply of all equipment, software and licences;
- installation and commissioning;
- connectivity infrastructure;
- Internet service provision;
- testing and acceptance;
- operation and maintenance;
- monitoring and reporting;
- technical support;
- training and capacity building; and
- preparation and execution of the final infrastructure handover.

Any cost not expressly identified in the Financial Proposal shall be deemed to be included in the Contract Price.

Throughout the contract period, the Service Provider shall remain fully responsible for the operation, monitoring, preventive and corrective maintenance, technical support and uninterrupted provision of the public Internet services in accordance with the Service Level Agreements.

At the end of the contract period, the Service Provider shall hand over the infrastructure to the beneficiary Districts in a fully operational condition and shall provide a comprehensive handover package, including as-built documentation, asset registers, configuration files, licenses (where transferable), maintenance records, warranties, administrator documentation and any other information required to ensure a smooth transition to the Districts or any future operator (if different).

5. TIMELINE-DURATION

This public contract starts upon award notification and ends upon final acceptance of the final deliverable.

The project shall be implemented over a period **of twenty-four (24) months** from the date of contract award and shall consist of two main phases:

5.1. Phase I: Infrastructure Deployment (Months 0-6)

This phase covers the d**esign, supply, installation, configuration, testing, commissioning, and acceptance of the infrastructure required to provide the services.**

As mentioned above, at the end of the Contract, ownership of such infrastructure, equipment and associated assets shall be transferred to the beneficiary Districts, together with the relevant project deliverables.

Phase I shall be completed no later than six (6) months from the Contract Commencement Date, unless otherwise approved in writing by the Contracting Authority in accordance with the Contract.

Any delay affecting completion of Phase I shall be dealt with in accordance with the Contract. No delay attributable to the Service Provider shall automatically entitle the Service Provider to additional remuneration or an extension of time.

5.2. Phase II: Internet Service Provision, Operation and Maintenance (Months 7-24)

Following the successful commissioning and acceptance of the infrastructure, the Service Provider shall deliver **internet connectivity services, operation, maintenance, technical support, monitoring, and reporting** for a period of eighteen (18) months.

6. DELIVERABLES

The Service Provider shall deliver the following minimum outputs during the implementation of the assignment:

Deliverable	Description	Indicative Timeline
D1.Inception Report	Inception Report, site assessment, Radio Frequency survey, detailed network design, implementation methodology, work plan, network drawings, coverage maps and Bill of Quantities.	Within one (1) month after contract start date.
D2. Supply, Installation, Testing and Commissioning of Public Internet (Wi-Fi) Infrastructure final report	Supply, installation, configuration, testing and commissioning of all network infrastructure, connectivity, equipment, monitoring platform and cybersecurity components, including acceptance test reports.	After acceptance of D1 and to be completed within six (6) months after contract start date.
D3. Operation, Maintenance and Performance Reports	Provision of public Internet services, operation and maintenance, technical support, SLA compliance, monitoring and monthly performance reports.	Monthly reports to be provided during the eighteen (18) months following acceptance of D2 (Months 7–24).
D4. Capacity Building report and Draft Sustainability model & Transition Plan	Training of District ICT Officers, user documentation, knowledge transfer, community awareness, and submission of the Sustainability model and Transition Plan.	Maximum 18 months after contract start date.
D5. Final Completion Report and Infrastructure Handover Package	Final project report, including a summary of all capacity-building and post-training support activities conducted during the contract period, asset register, as-built documentation, system configurations, manuals, warranties, and complete handover package. Final Transition Plan	Draft D5 to be submitted no later than three (3) months before the end of the twenty-four (24)-month contract period. Final D5, incorporating the Contracting Authority's comments, shall be submitted and accepted no later than the end of the contract period.

6 DETAILED SELECTION AND AWARD CRITERIA

6.1. SELECTION CRITERIA

1. FIRM

Interested firms/ internet service providers must demonstrate the following:

- **be legally registered and authorized to operate in the Republic of Rwanda** in the sector of internet provision or related services **for at least 3 years**

  Registration certificate and any other relevant supporting documentation to be provided

- At least two successfully completed similar **assignments involving the installation and/or commissioning of Wi-Fi hotspot networks, together with the provision of Internet connectivity services.**

  Completion certificates, contracts, client references and/or other relevant supporting documentation acceptable to the Contracting Authority shall be provided.

- In the past three financial years the tenderer must have achieved **a cumulative turnover of at least the equivalent of 850,000.000 Rwandan Francs**.

  The tenderer shall include in its offer a statement indicating its annual turnover for each of the last three financial years.

NB: 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.

2. KEY STAFF

The Bidder shall propose qualified and experienced key personnel with proven expertise in the implementation and management of connectivity infrastructure projects of similar scope and complexity.

At a minimum, the following **3 key staff** shall be provided and remain available throughout the assignment.

1. **Project Manager**

   Mainly responsible for the overall planning, coordination, execution, and successful delivery of the project within scope, budget, timeline, and quality requirements.

- Must have a minimum of **five (5) years of professional experience** in managing ICT projects

  CV be provided

- Must have at least a **master's degree** in a relevant field such as information technology, telecommunications, engineering, project management, business administration, management, economics, or any other discipline relevant to the management, coordination or implementation of the assignment

  copy of diploma to be provided.

2. **Network Engineer**

Mainly responsible for the technical design, deployment, security, optimization, and maintenance of the public Wi-Fi infrastructure.

- Must have a minimum of **five (5) years of professional experience** in telecommunications, data networking, or other relevant fields including at least **one previous experience in the design, deployment and/or maintenance of connectivity and network infrastructure systems or similar assignments**

  CV to be provided.

- Must have at least a **bachelor's degree** in a relevant technical field, such as information technology, computer science, telecommunications, network engineering, electrical/electronic engineering, or any other discipline relevant to the design, deployment, configuration, operation or maintenance of internet connectivity and network infrastructure

  copy of diploma to be provided.

- Must possess at least **one internationally recognized certification** in network and/or cybersecurity, such as CCNP Security, CompTIA Security+, Fortinet NSE/FCSS, CEH, PCNSE, CCSA, or equivalent demonstrating relevant competence in network security

  copy of valid certificate to be provided.

3. Account Manager/Service Delivery Manager

Mainly responsible for client relationship management including the receipt, coordination and follow-up of complaints and service requests, service delivery oversight, contract administration, and sustainability/business model implementation.

- Must have a minimum of **five (5) years of professional experience** in managing client, accounts, Marketing, Communication, Customer Relationship Management, contracts or business service delivery in ICT or related business functions in the ICT sector or other relevant related field

  CVs to be provided.

- Must have at least a **bachelor's degree** in a relevant field, such as information technology, telecommunications, marketing, communications, business administration, management, project management, economics, engineering, or any other discipline relevant to client/account management, service delivery management, coordination or implementation of similar assignments

  copy of diploma to be provided.

2.1. AWARD CRITERIA

1. PRICE – 40 POINTS

With regards to the 'price' criterion, the following formula will be used:

Score bid A = Amount of lowest tender * 40 / Amount of bid A

2. TECHNICAL PROPOSAL – 60 POINTS

Bidders must provide a clear, feasible and coherent technical proposal/methodology for the design, deployment, operation and maintenance of the public Internet/Wi-Fi hotspot services during the contract period.

Criterion	Sub-criterion	Max. Score
Technical Quality and Affordability (60%)	- Implementation Methodology, identification of technical risks and proposed mitigation measures - Workplan and Understanding of the assignment	10
	- Clear Technical Solution and Network Design	15
	- Affordability of End-User internet service cost	15
	- SLA approach, monitoring, maintenance arrangements, technical support, incident management and reporting.	10
	- Capacity Building, community Awareness and Sustainability elaboration Approach.	10
Total Technical Score		**60**

Bidders should structure their technical offers as follows:

1. *Table of Contents*
2. *Executive Summary*
3. *Understanding of the Assignment*
4. *Proposed Technical Methodology*
   - *4.1. Site Assessment and Planning Methodology*
   - *4.2. Network Architecture and Design*
   - *4.3. Connectivity and Backhaul Solution*
   - *4.4. Wi-Fi Hotspot Design and Capacity*
   - *4.5. Equipment and Infrastructure: a list of all proposed equipment*
5. *Cybersecurity and Data Protection*
6. *Internet Service Quality and User Access Model*
   - *6.1. Service Quality*
   - *6.2. User Access Packages*
7. *Operations, Maintenance and SLA*
   - *7.1. Operations and Maintenance Plan*
   - *7.2. Service Level Agreement (SLA)*
   - *7.3. Monitoring and Reporting*
8. *Sustainability and Business Continuity Model*
   - *8.1. Preliminary Sustainability Strategy*
   - *8.2. Business and Revenue Model*
   - *8.3. Post-Project Continuity Plan*
9. *Capacity Building and Awareness*
   - *8.4. Training Plan*
   - *8.5. Awareness and Digital Inclusion Activities*
10. *Implementation Schedule*
11. *Risk Management*
12. *Assumptions and Exclusions*
13. *Administrative documentation*
    - *13.1. Legal Identification form*
    - *13.2. Financial identification form*
    - *13.3. Firm and key staff requirements and supporting documents*
    - *13.4. Declaration on honour*
    - *13.5. Power of attorney*
    - *13.6. Criminal record*
    - *13.7. Social security clearance certificate*
    - *13.8. Tax clearance certificate*

14. Price form
15. Annexes

The bidders may also attach:

- *Network diagrams;*
- *Coverage maps;*
- *Equipment datasheets;*
- *SLA document;*
- *Sustainability/business model document;*
- *Implementation schedule;*
- *Cybersecurity framework;*
- *Monitoring samples;*
- *Financial assumptions;*
- *Risk register;*
- *Certifications;*
- *Additional relevant technical documentation.*

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.

2. FINANCIAL IDENTIFICATION FORM

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

<u>BANK </u>(2) - -

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

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

A. PHASE I – STUDIES, INFRASTRUCTURE AND COMMISSIONING (MONTHS 0-6)

No.	Description	Unit	Total Price (Rwf) VAT excl.
A	Studies, design, supply, installation, construction, testing and commissioning of the required infrastructure	Lump sum	A= Rwf______

B. PHASE II – OPERATIONAL SERVICES (MONTHS 7-24)

The bidder shall propose **a single reference monthly service cost**, covering the required services of Phase II.

No.	Description	Unit	Qty	Reference Monthly cost VAT excl.	Total reference value VAT excl.
B	Internet connectivity, operation, maintenance, monitoring, technical support and all other services required under Phase II	Month	18	B= Rwf ______	**18 × B**

Minimum Package Structure

Mandatory package	Duration	Minimum services	Cost all taxes incl. to be proposed by the bidder
Free Basic Access	30min/day	Basic browsing, e-Government, education, messaging	Free
Daily	1 day	Aligned with Annex 3	Ref. Price _____Rwf • *Month 7-12: 25% of the ref. price* • *Month 13-18: 50% of the ref. price* • *Month 19-24: 100% of the ref. price*
Weekly	7 days	Aligned with Annex 3	Ref. Price _____Rwf • *Month 7-12: 25% of the ref. price* • *Month 13-18: 50% of the ref. price* • *Month 19-24: 100% of the ref. price*
Monthly	30 days	Aligned with Annex 3	Ref. Price _____Rwf • *Month 7-12: 25% of the ref. price* • *Month 13-18: 50% of the ref. price* • *Month 19-24: 100% of the ref. price*

The Monthly Fee proposed under Item B shall represent the bidder's price for providing the services required under Phase II. The Contracting Authority shall pay only the applicable percentage of this Monthly Fee according to the contribution schedule.

Any remaining portion shall be at the commercial risk of the Service Provider and may be recovered through revenues generated from end users/beneficiaries. Such revenues shall not constitute an obligation or financial commitment of the Contracting Authority.

The Service Provider shall establish and implement a transparent end-user tariff structure for the Internet services offered during Phase II. The proposed tariff structure shall clearly indicate the tariffs applicable during Months 7–12, Months 13–18 and Months 19–24.

End users shall be clearly informed that the tariffs applicable during the project-supported period benefit from temporary financial support provided by the Contracting Authority and that tariffs may progressively increase as such support decreases.

During the contract period, the Service Provider shall not increase the approved end-user tariffs beyond those included in its accepted offer.

The Service Provider shall be responsible for user registration, billing, collection and management of end-user payments. All revenues collected from end users shall be retained by the Service Provider. Failure by end users to pay shall not give rise to any additional payment or compensation by the Contracting Authority.

CONTRIBUTION OF CONTRACTING AUTHORITY

Period	**Months**	**Monthly Fee**	**CA contribution**	**Amount payable by CA**
Months 7–12	6	B	100%	**6 × B**
Months 13–18	6	B	50%	**3 × B**
Months 19–24	6	B	25%	**1.5 × B**
Total Phase II payable by the Contracting Authority (B')	**18**	**10.5 × B**		

The Reference Monthly Service Cost (B) shall serve as the basis for calculating the Contracting Authority's contribution during Phase II.

C. CAPACITY BUILDING/AWARNESS AND SUSTAINABILITY MODEL AND TRANSITION PLAN REPORT

No.	**Description**	**Unit**	**Total Price** **(rwf) VAT excl.**
C	Capacity building and Sustainability Model and Transition Plan report	Lump sum	C= Rwf______

SUMMARY PRICE FORM TO BE USED FOR THE EVALUATION

	Amount (Rwf)
Phase I – Infrastructure (A)	
Phase II – Maximum CA contribution (B')	
Capacity building and Sustainability Model and Transition Plan Report (C)	
Subtotal incl. WHT[4] and excl. VAT (A) + (B') + (C) = (D)	
VAT[5] 18% on D = (G)	
GRAND TOTAL	**(D) + (G)**

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

Should the bidder be registered in Rwanda, EBM invoice will be required for payments.
Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.
The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.
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.

[4] Refer to article 63 of the law Nº 027/2022 of 20/10/2022, establishing taxes on income in Rwanda. A tax of 15% shall be withheld on public tenders if the recipient is not registered with the Tax Administration or is registered but does not have his/her previous income tax declaration.

[5] 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[6] – see Clause. 1 Identification form**

2. **FINANCIAL IDENTIFICATION FORM – see Clause. 2 of Chapter 7 Forms**

3. **PROFILE REQUIREMENTS AND SUPPORTING DOCUMENTS – see Chapter 6.1 Detailed Selection and Award Criteria**

4. **TECHNICAL OFFER – See Clause 2 of Chapter 6 Detailed Selection and Award Criteria**

5. **TENDER FORM -PRICES – see Clause. 3 of Chapter 7 Forms**

6. **DECLARATION ON HONOUR – EXCLUSION CRITERIA[7] – 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[8]**

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[9]**

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.

[6]Mandatory for each participant for tenders submitted by a group/consortium.

[7] Idem

[8] Idem

[9] Idem