



**Tender Specifications RWA21001-
10019 of October 2024**

**Public contract for the “SUPPLY AND
INSTALLATION OF LABORATORY
EQUIPMENT FOR RWANDA FDA AND
UNIVERSITY OF RWANDA”**

Open procedure

Country: RWANDA

Navision code: RWA2100111

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4, ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate from Article(s) 25-33 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Enabel has the exclusive competence for the execution, in Belgium and abroad (Rwanda for this specific contract), of public service tasks of direct bilateral cooperation with partner countries.

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

For this public contract, Enabel is represented by **Ms. HALLET Virginie, Country Director of Enabel in Rwanda.**

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁵ Belgian Official Gazette 14 July juillet 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Rwanda;

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document, in a public supply or service contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013, establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the public contract.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Processor (subcontractor) in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Confidentiality

1.6.1 Processing of personal data

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

1.7 Deontological obligations

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public contracts for Enabel.

1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and

obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Litigation management and competent courts

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. The tenderer can address an e-mail to complaints@enabel.be cfr. <https://www.enabel.be/content/complaints-management>.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter (see point 4.16 Disputes/Litigations).

2 Subject-matter and scope of the public contract

2.1 Type of contract

This public contract is a Supplies contract (purchase).

2.2 Subject-matter of procurement

This public contract consists in “**Supplying and installation of Laboratory equipment for Rwanda FDA and University of Rwanda**”, in conformity with the conditions of these Tender Specifications.

CPV Code: 51430000-5

2.3 Lots⁹

(Articles 2, 52° and 58 of the Law and Articles 49 and 50 of the Royal Decree on Awarding.)

The public supply contract has **6 lots**, each of which is indivisible. The tenderer may submit a tender for one lot, several or all. A tender for part of a lot is inadmissible.

The description of each lot is included in the technical specification of these Tender Specifications (**section 5**)

The 6 lots are:

LOT 1: General analytical equipment

LOT 2: Molecular biology equipment

LOT 3: Electrophoresis and Nucleic Acid analysis equipment

LOT 4: Temperature control and biological storage equipment

LOT 5: IT equipment

LOT 6: Laboratory consumables

When tendering for several lots, the tenderer may not offer discounts or better conditions in his tender in case these lots were to be awarded to him.

2.4 Items

Each lot of this contract consists of different items which are detailed in the technical specifications (**see also point 5 “Technical specifications**)

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

2.5 Duration of the public contract¹⁰

The contract begins upon award notification reception and has an overall duration of 4 months including a delivery period of maximum 90 calendar days (three months) and one month for installation and final payments.

⁹

¹⁰ Please note: duration of the contract not to be confused with the period of performance.

2.6 Variants

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

2.7 Option

Options are not permitted.

2.8 Fixed blocks / conditional blocks

(Art. 57 of the Law)

This public contract is divided into one set of fixed blocks. Conditional blocks that might be re-ordered within a period of 2 years. Although the conclusion of the public contract covers the whole of the contract, **it commits the contracting authority only for the fixed blocks.**

The execution of each conditional block is subject to a decision of the contracting authority brought to the attention of the successful tenderer via a letter signed by the contracting authority.

The fixed blocks are described in the Technical Specifications.

2.9 Quantities

The quantities are described in details, in the technical specifications (**section 5**)

3 Procedure

3.1 Award procedure

This contract is awarded in accordance 36 of the Law of 17 June 2016 via an open procedure.

3.2 Publication

3.2.1 Official notification

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

3.2.2 Additional publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be).

The contract notice is advertised through the OECD website and in Local newspapers: Job In Rwanda and NewTimes

3.3 Information

The awarding of this contract is coordinated by **Ms. Françoise MUSHIMIYIMANA, National Expert in Contracting and Administration - ECA**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 13th November 2024 inclusive, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to:

Ms. Françoise Mushimiyimana
Expert in Contracting and Administration - ECA Enabel in Rwanda
francoise.mushimiyimana@enabel.be

Cc to:

Mr. Washington SAMUKANGE
Strategy and Policy Expert – KWIGIRA project
washington.samukange@enabel.be

and

Mr. Gaston HATEGEKIMANA
Contract officer Enabel in Rwanda
gaston.hategekimana@enabel.be

and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as of not later than 10 calendar days before the final date for reception of tenders.

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

The procurement documents can be consulted free of charge at the following internet address:

www.enabel.be

To be able to submit a tender in full knowledge of the facts, the tenderer may visit the above-mentioned sites.

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail.

To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information. Bidders who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tender of the Bidder will consist of, **but not limited** to the physically separate sections (**see point 6 “Forms”**) and

- The financial proposal (using the bid Price form provided in the tender document);
- The technical proposal (using the technical specification table provided in this tender document).

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

The tender and the annexes to the tender forms are drawn up in English.

By submitting a tender, the Bidder automatically renounces to his own general or specific sales conditions.

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

3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of 120 calendar days from the tender reception deadline date (opening date).

3.4.3 Determination of prices

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

This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually ordered and supplied.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.4 Elements included in the price

(Art. 32 Royal Decree of 18 April 2017)

The tenderer is to include in his unit prices any charges and taxes generally inherent to the performance of the contract, including the value-added tax.

The following are in particular included in the prices:

1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance

2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access

3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority

4° assembly and taking into operation

5° training required for operation

6° where applicable, the measures imposed by occupational safety and health legislation

7° customs and excise duties

All prices are **DDP (Delivery Duty Paid)** add as appropriate (INCOTERMS 2010 International Chamber of Commerce <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>).

The supplier is therefore responsible and assumes responsibility for the entire process of delivering and final unloading of supplies to the final destination, as well as its installation.

3.4.5 How to submit tenders?

Pursuant to article 14, §2, 1 °, 2 ° and 3 ° of the law of 17 June 2016 on public contracts, the transmission and reception of bids must be carried out by using transmission by postal service or any other appropriate portage service.

The bid will be drawn up in **3 copies**, one copy of which will mention “**original**” and the two other copies of which will mention “**copy**”. **The identical soft copy MUST also be submitted in one or more PDF files on a USB stick.** Without prejudice to any variants, each Bidder may only submit one bid per contract.

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**BID**”, the tender documents number (**RWA21001-10019**) and the Navision code (**RWA2100111**)– Opening of tenders on **28th November 2024**.

The bid must be received **before 28th November 2024 at 10:00 AM Kigali time**. It must be sent to:

Ms. Françoise MUSHIMIYIMANA
Enabel Rwanda
KN 67 ST, n°10
SORAS TOWERS, Wing A, 6th Floor
Kigali, Rwanda

a) Either by Post (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a stamped and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 08:00 AM 12:30 AM and from 01:30 PM to 05:00 PM. All times are in the time zone of the country of the Contracting Authority (Kigali time).01

Any bid must arrive before the final submission date and time. Bids that arrive late will not be accepted (Art. 83 of the Royal Decree of 18 April 2017).

The contracting authority draws the attention of tenderers to the fact that sending an offer by email does not meet the conditions of art. 14 § 6 and 7 of the law of June 17, 2016.

The contracting authority reminds that a scanned written signature is not an admissible electronic signature.

3.4.6 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

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

The withdrawal must be pure and simple.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

3.4.7 Opening of Tenders

Article 83-84 of the Royal Decree of 14 April 2017

The tenders must be in the possession of the contracting authority **before 28th November 2024 at 10:00 AM**. The tender opening is open to the public.

The tender opening session will take place at the address given above for the submission of tenders.

Date: 28/11/2024

Hour: 10:30 AM Kigali time

Address:

**SORAS TOWERS 6th Floor, Wing A
10, KN 67 ST
BP 6089 Kiyovu-Kigali
T +250(0)252 280 300 159
www.enabel.be**

3.5 Selection of tenderers

Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding

3.5.1 Exclusion grounds

Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18.04.2017

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

By submitting his tender together with the declaration on honour – exclusion criteria (annex 6.3) enclosed to these Tender Specifications, the Bidder certifies that he is not in any of the cases of exclusion listed in the Articles 67 – 70 of the Law of 17 June 2016 and the Articles 61 – 64 of the Royal Decree of 18 April 2017”.

1° he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;

2° he fulfils the selection criteria established by the contracting authority in this contract;

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure.

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

Conflicts of interest - Revolving doors (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

3.5.2 Selection criteria

Article 71 of the Law and Articles 65 -74 of the Royal Decree of 18 April 2017

Before the contracting authority can start investigating the regularity of the bids and evaluating them on the basis of the award criterion/criteria, bidders that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the selection of bidders and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the bidder must add to his bid documents a selection file with the information requested in point 6 “Forms” with regards to his economic and financial capacity as well as his technical capacity.

Moreover, by means of the documents requested below in the selection file (**point 6.5 and 6.6**), the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

The minimum required profile for the supplier/company, will equally be analysed at the selection stage as part of the technical capacity.

Only tenders from tenderers who meet all the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

The bidders who will not meet all the minimum requirements on the required profile (technical, financial and economic), will not be selected for the award stage.

Minimum required profile:

- **For all of the Lots**, the bidder must have at least **5 years' general experience** in the business of Supplying IT and Laboratory equipment or other equivalent supplies
- **For lot 1, 2, 3, 4 and 6**, the bidder should have performed **at least 3 similar assignments** (Supply of laboratory equipment or equivalent supplies) in the past 5 years (proven by related certificates of good completion or other relevant documents).
- **For lot 5**, the bidder must have performed **at least 3 similar assignments** (Supply of IT equipment or equivalent supplies) in the past 5 years (proven by related certificates of good completion or other relevant documents).
- **For all the Lots:** The average turnover for the past 3 years (2021-2022-2023) should be at least the value of the Lot (s) on which the bidder has provided a proposal

3.5.3 Modalities relating to tender examination and regularity of the tenders

Art. 75-76 of the Royal Decree of 18 April 2017

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

- 1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;
- 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 1alinea 1er, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;
- 4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

3.5.4 Award criteria

Article 81-82 of the Law of 17 June 2016

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

Criteria 1: Award on the basis of the price:

- Prices: 65 %

The total prices (DDP in euro) will be taken into account for the comparison of the bids.

The following formula will be used:

$$\text{Score bid A} = \frac{\text{Total prices of lowest bid} * 65}{\text{Unit price of bid A}}$$

Criteria 2: Quality and technical value of the supplies: 25%

With regards to the 'quality and the technical value' criterion, the best tender obtains the maximum of the points for the criterion, whereas the other tenders are graded in function of their relative distance from the best tender as follow:

- **Any bid with missing information on some of the required technical specifications will be considered as substantially irregular proposal.**
- **Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the equipment), a cumulation of more than 10 negative deviations will lead to substantial irregularity of the proposal,**
- **The bid complying with the minimum requirements will score at 15 out of 25%**
- **The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 10 points**

Criteria 3: After-sales services and technical assistance (warranty period): 10 %

The After-sales services and technical assistance (in number of calendar months) after reception of the purchased items by each purchase order, will be taken into account for the comparison of the bids (**The minimum warranty period should be at least 1 year for each equipment - below this minimum the bid will be considered irregular**).

The following formula will be used:

$$\text{Score bid A} = \frac{\text{Longest After-sales services and technical assistance period} * 10}{\text{After-sales services and technical assistance period of bid A}}$$

3.5.4.1 Final score

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

3.5.4.2 Awarding the public contract

Article 36 and 81-82 of the Law of 17 June 2016

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

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contracts, either redo the procedure, if necessary, through another award procedure.

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

3.5.5 Concluding the public contract

Article 88 of the Royal Decree on Awarding

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is by a letter against confirmation of reception or by any other electronic means in as far, in the latter case, there is a confirmation of reception.

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

- These Tender Specifications and its annexes;
- if any, minutes of the information session or clarifications and/or the addendum to the TS,
- The approved tender of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR' or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications do not derogate from Article(s) 25-33 of the General Implementing Rules the GIR.

4.1 Definitions (Art. 2)

- Contract manager/Managing Official: The official or any other person who manages and controls the performance of the contract;
- Performance guarantee: Financial guarantee given by the successful Bidder to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Use of electronic means /Correspondence with the supplier (art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the exchange of written documents and for the purpose of notification, **with the exception of the bids submission (not in this scope – see section 3.4.5.)**. Whether electronic means are used or not, communications, exchanges and storage of information take place in such a way as to ensure that the integrity and confidentiality of the data are preserved.

4.3 Managing official (Art. 11)

The managing official is **Mr. Washington SAMUKANGE, Strategy and Policy Expert – KWIGIRA Project** (washington.samukange@enabel.be)

The managing official is responsible for the follow-up of the performance of the contract.

Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving

the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

Under no circumstances is the managing official allowed to modify modalities (e.g. performance period) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void. For such decisions the contracting authority is represented as stipulated under “The contracting authority”.

4.4 Subcontractors (Art. 12 to 15)

The fact that the successful tenderer (or supplier) entrusts all or part of its commitments to subcontractors does not release its liability towards the contracting authority. The latter does not recognize any contractual link with these third parties.

The successful tenderer/supplier remains, in any case, the only person liable towards the contracting authority.

When the supplier uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.5 Confidentiality (Art. 18)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and another person involved in this public contract, are strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

All parties directly or indirectly involved are therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer or contractor undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);

- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. »

4.6 Personal data protection

4.6.1. Processing of personal data by the contracting authority

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

4.6.2. Processing of personal data by the contractor

Where during contract performance, the contractor 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 contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

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 contractor 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.

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X]. Filling out and signing this annex is therefore a condition of regularity of the tender.

4.7 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.8 Performance bond (Art. 25 to 33)

The performance bond is set at 5% of the total value, excluding VAT, (of the contract(s)). The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance guarantee may be constituted either of cash or of public funds or may take the form of a collective performance guarantee. The performance guarantee may also take the form of a bank guarantee (see “Model of Proof of bank guarantee”) issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions (only **BANK GUARANTEE**)

By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible:
https://finances.belgium.be/sites/default/files/01_marche_public.pdf

(PDF, 1.34 Mo), and forward it by e-mail to info.cdcdck@minfin.fed.be

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution.

Such proof is provided, as appropriate, by submission to the contracting authority of:

1. the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
2. a debit notice issued by the credit institution; or
3. the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
4. the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
5. the original copy of the deed of undertaking issued by the credit institution 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 contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

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

4.8.1 Failure to post the performance guarantee (Art. 29)

When the supplier fails to prove that the performance guarantee has been posted within 30 calendar days, he will be set in default by letter. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by letter, the supplier has still failed to produce proof that the performance guarantee has been posted within a further period of 15 calendar days dating from the date of dispatch of the letter, the contracting authority may:

- 1° Post the performance guarantee itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.8.2 Release of the Guarantee (Art. 33)

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

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

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.9 Conformity of performance (Art. 34)

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

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

4.10.1 Replacement of the supplier (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new supplier may replace the supplier with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The supplier submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new supplier's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial supplier remains liable to the contracting authority for the performance of the remainder of the contract.

4.10.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.10.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

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

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the supplier is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The **supplier** has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the supplier or the contracting authority would normally have become aware of them, the supplier reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.10.4 Unforeseeable circumstances

As a rule, the supplier is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.10.5 Terms of introduction (Art. 38/14)

The contracting authority or the successful tenderer who wishes to rely on one of the review clauses, as referred to in Articles 38/09 to 38/12, must disclose the facts or circumstances on which it is based, in writing within 30 days of their occurrence or of the date on which the successful tenderer or the contracting authority should normally have known of them.

4.11 Preliminary technical acceptance (Art. 41 -42)

Products may not be used if they have not been accepted by the managing official or his or her representative.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the supplier, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the supplier replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building supplier will be considered not having been made. A new request is made when the product is fit for acceptance.

4.12 Performance modalities (Art. 115 et seq.)

4.12.1 Partial orders (Art. 115)

Not applicable.

4.12.2 Deadlines and terms (Art. 116)

The supplies must be delivered within maximum **90 calendar days**, as from the day following the date on which the supplier received the contract conclusion notification letter **and the installation must be completed within one month starting from the delivery date**. The overall contract duration is of **maximum 4 calendar months**. The closure of the supplier's business for annual holidays are indistinguishably included in this calculation/period.

4.12.3 Quantities to be supplied (Art. 117)

The public contract's quantities are mentioned under 'Quantities'.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

4.12.4 Delivery modalities (Art. 118)

The supplies will be delivered at the following addresses (depending on the beneficiary of the supplies):

Rwanda Food and Drugs Authority (RFDA)
Rwanda FDA QCL
Kicukiro
Kigali – Rwanda

and/or

University of Rwanda
College of science and technology
Nyarugenge District

4.12.5 Packaging (Art. 119)

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

4.12.6 Inspection of the supplies delivered (Art. 120)

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance <<on the premises of the contracting authority>> or, where applicable, <<on site>> counts as complete provisional acceptance

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

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

4.12.7 Gender equality

In accordance with article 3, 3 ° of the law of January 12, 2007 “Gender Mainstreaming”, public contracts must take into account any differences between women and men (the gender dimension).

The successful tenderer must therefore analyze, depending on the area concerned by the contract, whether there are any differences between women and men. As part of the performance of the contract, it must therefore take into account the differences noted. Communication should fight against sexist stereotypes in terms of message, image and

language, and take into account the differences in the situation between women and men in the target audience.

4.12.8 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.13 Liability of the supplier (Art. 122)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier

4.14 Means of action of the contracting authority (Art. 44-51 and 123-126)

The supplier 's default is not solely related to performance as such but also to the whole of the supplier 's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the supplier to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the supplier for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the supplier hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and/or the exclusion from procurement by the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

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

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

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the public contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the supplier by registered mail.

The supplier must repair the defects without any delay. He may assert his right of defence by

registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the supplier render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 123)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

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

§1 When, upon expiry of the term given in Article 44, §2, the supplier has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the supplier has explicitly recognised the defects detected.

§2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regime of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

4.15 End of the public contract

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

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the supplier.

When the supplies will be delivered before or after this date, it is the responsibility of the supplier to inform them by registered mail or electronic mail, ensuring in an equivalent manner the date of dispatch to the managing official and to ask, at the same time, to proceed to reception. Within thirty days of the date of receipt of the suppliers' request, a report of receipt or refusal of receipt is drawn up, as the case may be.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to

the contracting authority's accepting the goods stored for delivery. The managing official who will carry out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

In this contract, the following acceptances are provided for:

Provisional acceptance

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture.

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty (30) days,

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

4.15.2 Transfer of ownership (Art. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

4.15.3 Guarantee period (Art. 134)

The warranty period commences on the date on which provisional acceptance is given. **It lasts for minimum one year (12 months) or a better period proposed by the bidder** (in number of months which will be mentioned in the bid of the supplier).

4.15.4 Final acceptance (Art. 135)

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

In addition to the legal warranty against hidden defects, the supplies are guaranteed for **a period indicated in the successful bidder's Proposal** from the date of provisional acceptance.

During that time, at his own expense, the supplier repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by himself or third parties.

A new warranty of a period indicated in the successful bidder's proposal applies to repairs and supplies or services delivered as a replacement. **Final acceptance occurs after the warranty period.** If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

4.15.5 Acceptance costs

NA

4.15.6 Invoicing and payment of services (Art. 66 to 72 – 160)

The amount owed to the supplier must be paid within 30 calendar days with effect from the reception by the contracting authority of a valid invoice accompanied by the acceptance report.

The supplier sends (one copy only of) the invoices and the contract acceptance report (original

copy) to the address indicated in the supply order.

The invoice will mention:

- “**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)**”;
- the name of the contract: “**Supply and installation of laboratory equipment for Rwanda FDA and University of Rwanda – LOT X...**”
- the reference of the tender documents: “**RWA21001-10019**”.
- the Navision code: “**RWA2100111**”.
- the name of the contract manager: “**Mr. Washington SAMUKANGE**”.

The invoice shall be in **euros**.

Only delivery that has been performed correctly may be invoiced.

The amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

No advance may be asked by the supplier and the payment is made in two (2) instalments:

- 1st instalment of **60% of the value of the LOT**, after provisional acceptance of the delivery of the related LOT.
- 2nd Instalment of **40% of the value of the LOT**, upon approval of the installation services and any transfer of knowledge (if applicable) for the received supplies,

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The supplier indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of ‘litigation’, i.e. court action, correspondence must (also) be sent to the following address:

Belgian development agency - Enabel

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5 Technical specifications

5.1. General conditions

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the ‘**Technical Sheets**’.

The tenderer attaches the following to his tender:

- The duly completed technical forms of the supplies to be delivered
- The certificates and attestations of origin of the supplies which must be delivered at the same time as the supplies
- A working drawing or photographs of the Supplies (inside and out), at least the documentation relating to the Supplies (brochure, technical documentation and so forth).

The brochure and/or technical documentation provided should clearly indicate the models offered and the options included, if any, to see the exact configuration. It must be sufficiently clear to permit a comparison between the required specifications and the proposed specifications.

Tenderers that fail to identify and mention on their proposals the proposed models and to respond to all required specifications will be rejected.

The brochure and/or technical documentation to be enclosed by the tenderer will be numbered and must include:

- The number of the item (according to the numbering in the detailed schedules);
- The item description (in accordance with the designations in the detailed schedules);
- The brand and model.
- The proposed item specifications.
- The quality standards with regard to the proposed item.

The brochure and/or technical documentation must include photos provided by the manufacturer or the representative of the equipment manufacturer. The operator/service manual for each equipment will be written in English and/or in French and delivered with the supplies.

5.2. Background of Kwigira project

Kwigira Project is one of the health sector interventions financed by European Union and implemented by Enabel. The contribution agreement was signed on the 8th of April 2022 between European Union and Enabel to support Rwanda FDA (Rwanda Food and Drugs Authority) for 4 years (2022-2026). Rwanda Food and Drugs Authority (Rwanda FDA)’s mission provided under the Law N° 003/2018 of 09/02/2018, is to protect public health by regulating human and veterinary medicines, vaccines and other biological products, processed foods, poisons, medicated cosmetics, medical devices, household pesticide substances, tobacco and tobacco products, and the conduct of clinical trials.

One critical piece required to establish local production of vaccines and other pharmaceutical products in the country is the existence of a strong regulatory agency, which is certified according to World Health Organization (WHO) Global Benchmarking Tool and needs to reach and maintain at least Maturity Level 3. Team Europe, led by the European Delegation in Rwanda FDA to identify the gaps as well as establish a roadmap to reach the required level. In addition to direct Rwanda FDA support, this initiative has also identified key capacity gaps in the vaccine manufacturing chain by working with University of Rwanda (UR) for the support of Master’s and PhD in Biotechnology and is working with Institute of Tropical Medicine (ITM) to develop research capacities to reduce global inequalities by strengthening the health system and with SCIENSANO to develop and/or

revise regulatory texts and operating procedures necessary for the following regulatory functions: lot release and laboratory testing.

General objective of the project: “The business environment and attractiveness of Rwanda for pharmaceutical investments is enhanced to ensure access to quality vaccines, medicines, and health technologies in Africa”.

Specific objective of the project is: “To assist Rwanda FDA to adequately perform its mission to protect public health and to reach and maintain maturity level 3 of WHO Global Benchmarking Tool (GBT) to fully regulate pharmaceutical products including vaccines manufacturing in Rwanda”.

The project has two main results:

Result 1. The Rwanda FDA is strengthened (including regulatory strengthening and policy reforms) and the capacity of relevant staff is developed.

Result 2. Digital transformation and upgrading of pharmaceutical systems and strengthening of quality control laboratories for efficient, transparent and accessible information management.

For the result 2, KWIGIRA Project is supporting an important activity among others to equip Rwanda FDA Laboratory and University of Rwanda Laboratory that will be used by the student of Master and PhD in Biotechnology. Rwanda FDA and University of Rwanda identified laboratory equipment they needed in priority to improve the quality of research and laboratory tests.

5.3. The objective of the contract

This contract intends to select a company (ies) that will provide the needed equipment and instruments used in Laboratories of Rwanda FDA and University of Rwanda supported by Kwigira project. It is a part of the Result 2 of Kwigira project to ensure the presence of well-functioning equipment and related installation for Rwanda FDA and University of Rwanda.

The main objective is to improve quality services provided and influenced by making available quality laboratory equipment related supported by Kwigira Project.

5.4. Laboratory equipment and instrument to be procured per lots

LOTS	ITEMS	QUANTITIES
LOT1: General analytical equipment	HPAEC-PAD	1 set
	HPLC system with Refractive Index detector	1 set
	Multidetector GPC/SEC System	1 set
	pH meter with printer	2 set
	Analytical Balance	2 set
	Water Purification System	1 set
	Inspection Light box	2 Pcs
LOT 2: Molecular biology equipment	Microplate reader: Multi-Mode Microplate Reader	1 Pc
	Microplate Spectrophotometer	3 Pcs
	Microplate Washer & Dispenser	1 Pc
	Isothermal fluorescence PCR	1 Pc
	Thermomixer	3 Pcs
	Microplate shaker	1 Pc
	Micro centrifuge	3 Pcs
LOT 3: Electrophoresis and Nucleic Acid analysis equipment	Mini-Cell Electrophoresis System	5 set
	Gel - Imaging Scanner	1 Pc
	Chemiluminescent Imaging System	5 set
	Lateral flow strip cutter	1 Pc
	Nucleic Acid Analyzer	1 Pc
LOT 4: Temperature control and biological storage equipment	CO2 incubator	2 Pcs
	Ultra Low Freeze	2 Pcs
	Ultra Low Freeze	1 Pc
	Microbiological Safety Cabinet	3 Pcs
	Laboratory refrigerator (+2 to +8°C)	2 Pcs
	Vertical Light Stability chambers	2 Pcs
	Thermostability chambers	2 Pcs
	Benchtop Freeze Dryers	1 Pc
LOT 5: IT equipment	Workstations / Server	10 Pcs
	Mobile Workstation PC	4 Pcs
	Server with max memory 2048 GB	1 Pc
	Server max RAM up to 6TB	1 Pc
LOT 6: Laboratory consumables	Mini cell Electrophoresis set (2)	2 Pcs
	Micropipetters, single channel; 20-200 µL with 96 pipette tips	5 Pcs
	Micropipetters, single channel; 0.5-10 µL with 96 pipette tips	5 Pcs
	Micropipetters, single channel; 2-20 µL with 96 pipette tips	5 Pcs
	Micropipetters, single channel; 100-1000 µL with 96 pipette tips	5 Pcs
	Micropipettor; multiple channel; 8 Chnl, 5-50 µL and 50-300 µL with 96 pipette tips	2 Pcs
	Electronic Pipette Controller 0-100ml, incl. mains/power supply device, wall mounting device, shelf stand, 2 membrane filters 0.45 µm	2 Pcs
	Pipette Racks; Carousel Pipet Rack	5 Pcs

Pipette Tips: 0.1 - 10µL	1000 tips
Pipette Tips: 0.5 - 20 µL	1000 tips
Pipette Tips: 2 - 300 µL	1000 tips
Pipette Tips: 100 - 1000 µL	1000 tips
Vortexer	3 Pcs
Light box	1 Pc
96 well Assay/Reader Microplates	400 plates
384 well Assay/Reader Microplates	160 plates
SDS and Native PAGE, IEF kit	20 kits
NaOH 50 % for HPLC, 1 litre	5 bottles
CH ₃ COONa anhydrous for HPLC, 1 litre	5 bottles
HCl 1N, 1 litre	5 bottles
L(-)Lactose	1 kg
D(+) Glucose	1 kg
HPLC Column Carbopac PA10	20 pcs
PVDF Membrane Filter, 0.45 µm Pore Size	25 packs
Apyrogen tips 250µL	1000 pcs
Apyrogen tips 1000 µL	1000 pcs
Apyrogen tubes 10x75mm	50 reservoirs
Apyrogen reservoirs	50 reservoirs
Kit ENDOZYMEIIGO	15 kits
PNPP 5 mg	15 pcs
TMB/H ₂ O ₂ , 100ml	5 bottles
Amplification Ab: VECTASTAIN® ABC-HRP Kit	5 bottles
TMB/H ₂ O ₂ (Tétramethyl-benzidine)	5 bottles
Hydrochloric Acid solution 1N, 1 litre	5 bottles
Acetic Acid 100%, 1 litre	5 bottles
Orthophosphoric acid, 1 litre	5 bottles
65% nitric acid, 1 litre	5 bottles
Hydrochloric acid 2mol/l (2N)	5 bottles
Sulfuric acid 67%, 1 litre	5 bottles
Titrisol HCl 0.01N, 1 litre	5 bottles
Gel drying solution, 500 ml	5 bottles
EDTA disodium salt, dihydrate (Titriplex II), 250g	5 bottles
Fuming chloric acid 37, 1 litre	5 bottles
Temperature and Humidity Data Logger with Display	20 pcs
Electronic multi-channel, 8 channel pippette for 96 well plates	2 Pcs
Accessories for HPLC: Pre-columns	5 pcs
Accessories for HPLC: Seals for the pumps	50pcs
Accessories for HPLC: Capillaries	30 pcs
Accessories for HPLC: Frits	30 pcs
Accessories for HPLC: Pistons	4 pcs
Accessories for HPLC: Needles	2 pcs
Accessories for HPLC: UV lamps	2 pcs
Accessories for HPLC : Vials & caps (Vials must be amber vials)	20 boxes of 50pc each

5.5. Geographical areas and expected beneficiaries

The supply and installation of the equipment will be done in Rwanda FDA Laboratory and/or in University of Rwanda Laboratory depending on the respective beneficiary of the delivered equipment.

5.6. After-sales service (a commitment letter to be provided in the bid)

In his tender the tenderer will also include a statement certifying that he undertakes to:

- Supplying the spare parts that are demanded to him during a X-year period starting on the delivery date of the last supply (possibly under a separate contract);
- Maintaining and repairing the supply, **through a separate contract** either by his own services or through his legal Representatives or subcontractor

5.7. Installation and commissioning

Where applicable, the supplier will ensure the installation and commissioning of the delivered Supply, in consultation with the contract manager and his delegates.

5.8. Technical specifications of needed laboratory equipment and instrument

A detailed table containing all technical specifications is deployed hereunder.

The company (ies) should provide the response (information) per equipment as listed in the section 5.8.1. Bidder's response to the tender specifications/ detailed technical specifications. And the information provided in the bidder's response should be identified in the catalog.

5.8.1. Detailed Technical specifications

Tender title: Supply and installation of laboratory equipment for Rwanda FDA and University of Rwanda

Reference: RWA21001-10019

General description

The product must be new, modern in every detail and produced in series. The unit should be manufactured in accordance with state-of-the-art technology, based on the raw materials of the best quality.

The product should be free from any defects in workmanship or design defects which might affect appearance, performance, strength and durability. The product must be safe and reliable while in operations and meet relevant legislation and applicable standards in Rwanda.

Columns 1 -5 should be completed by the Contracting Authority

Columns 6-7 should be completed by the Bidder

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

- Columns 1-5 is completed by the Contracting Authority shows the required specifications (not to be modified by the Bidder),
- Column 6 is to be filled in by the Bidder and must detail what is offered (for example the words "compliant" or "yes" are not sufficient)
- Column 7 allows the Bidder to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate **(highlight, mark)** the models offered, so that the evaluators can see the exact configuration.

Offers that do not permit to precisely identify the models and the detailed specifications, might be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

Notice (for all the 6 Lots)

The bidder shall provide a colored catalog with pictures for all items.

It shall come from **only the manufacturer**

Any information provided in the bidder’s response should be identified in the catalog

Other services related to the installation and commissioning included in the price

Full installation and calibration of the equipment when applicable and provided for main items:

1 User Manual in French or English (F/E)

1 Technical Manual in French or English (F/E)

Training of users on-site shall be provided by the manufacturer or a certified Engineer of the supplier without any charge to the users.

Catalogue/ data sheet of the proposed product from the manufacturer or sub-contractor.	
<ul style="list-style-type: none"> ➤ Clear and readable brochures or download printout must accompany the proposed items if applicable. All brochures should include technical specifications, picture, and manufacturer’s contact details for cross-reference. ➤ Proposed Items must be clearly marked/ highlighted in the relevant brochure. State the page and where applicable the catalogue code, for ease of reference. Failure to mark the item in the brochure will result in disqualification for that particular product/ item. 	
<u>Please Give complete answers to the specification in the bidders’ response column provided. And avail soft copy of specification.</u>	
The following words or statements in answering to the specifications are not sufficient, and might lead to the disqualification from further evaluation stages, for that particular item or Lot:	
i)	Tick (√)
ii)	Yes
iii)	As per specifications.
iv)	Complies
v)	Compliant
vi)	As specified
ix)	Copy and paste technical specifications of this document
<i>Wherever the bidder’s response needs technical explanation as well as commitment, the bidder shall respond in writing with office seal/ stamp and signature with date...</i>	

Bidder’s response to the tender specifications (Column 6 -7)

LOT1: Supply and installation of general analytical equipment						
N°	Item	Technical specification/Description		Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation
0	To be provided	User manual French/English		N/A		
		Technical manual French/English		N/A		
		Training of users on-site		N/A		
		Training of maintenance staff		N/A		
		Proposed Warranty period (Minimum is not less than 1 year =12 months)	Better After-sales services and technical assistance in calendar months (from the provisional reception of supplies)¹¹	N/A	... Months	
		Proposed Delivery time DDP: (Maximum is up to 90 days)	Better Deadline in calendar days (Number of days from the day after the reception of award notification letter)¹²:	N/A	... days	
1	HPAEC-PAD (High Performance Anion-Exchange Chromatography - Pulsed Amperometry Detection): equipped with the following compartments: - SP (single pump) - ED/DC (detector-column compartment) -AS-AP (autosampler)	Quaternary gradient pump	Pressure range: up to 620 bar over the entire flow range	1 set		
			Double piston in series for perfectly constant non-pulsating flow without pulsation damping			
			Flow range: 0 to 10 ml/min			
			Flow accuracy: +/- 0.1%			
			SD Pulsations: <1%			
			Gradient accuracy: +/-0.5%			
			Gradient accuracy: <0.2% standard deviation			
			Leak detector			
			Piston flushing system with pump and piping system integrated into the pump body			
			Real-time control of equipment operation and maintenance			
		Display on the module for various actions on the pump and to monitor operation				
		Low noise level <70 dB				
		In-line deaerator integrated into the pump	Membrane deaerator with 4 independent channels			
			Volume of up to 670 µl per channel at best			
Safety: leak detector, vacuum sensor for vacuum control						
Autosampler capacity 120 vials of 1.5 to 2 ml						

¹¹ Should not go beyond 90 days

¹² Should not be below 1 year

			Automated lid ensures total opacity of sample racks			
			Temperature range: +4 to +45°C			
			Injected volume accuracy: <0.25% RSD at 5µL (rsd: relative standard deviation or coefficient of variation)			
			Accuracy: +/-0.5% at 50µL			
			Linearity: coeff. Corr. >0.9999			
			RSD<0.5% from 5 to 90µL (caffeine in water)			
			Needle rinsing: external active			
			Cross-contamination: ≤0.004%			
			Injection speed: <15s for 5µL			
			Leak detector and vial detector			
			Automatic sample preparation (pre-column bypass, dilution, mixing, etc.)			
			Automatic opening and closing of vial protection door during injection			
		Thermostatically controlled cabinet for column or column oven	Liquid and gas leak detectors			
			Positive identification of columns by smart card, to guarantee optimum traceability			
			Temperature 5-80°C (max. 18°C below ambient)			
			Accuracy: +/- 0.5°C			
			Precision: +/- 0.1°			
			Capacity: up to 6 x 30cm columns			
		UV-visible diode array detector	Number of diodes: 1024			
			Pixel resolution: <1 nm			
			Acquisition: Digital of up to 8 discrete wavelengths and/or the 3D field			
			Acquisition frequency: up to 100			
			HzCell: Analytical volume less than or equal 13µL			
			Tools for processing 3D spectra and calculating purity			
			Self-calibration with integrated Holmium Oxide filter			
			Noise: Typically <+/- 8 µAU (254 nm) cell under water at 1 ml / minute			
			Drift: <1 mAU/h, typically <0.5 mAU/h			
			Spectral range: 190-800 nm			
			Max. 120 bar ²			
		Lamps: 1 Deuterium and 1 Tungsten				

			Linearity: Up to 2.0 AU with a correlation coefficient of 99.9			
			Maintenance: Easy front-panel access to pre-aligned lamps and cell for easy replacement and minimum downtime.			
			At least 1 USB with the various Modules and software			
		Control and data processing software	Allows instrumentation to be controlled or monitored, and data to be acquired and reprocessed			
			The main functions (Licenses) are as follows: Qualitative and quantitative analysis of results (retention time or tr, surface areas, peak heights)			
			Possibility of self-validating the HPLC chain (pump stability, etc.)			
			Search for samples, files and results using a simple query on several variables			
			Introduction of personal variables			
			Integrated wizards			
			Manual, assisted or automatic optimization of more than 25 integration parameters			
			Multi-point calibration of all types: smoothing, weighting, standard deviation or variance, interval, etc.			
			Audit trail and traceability Instruments for Good Laboratory Practice (GLP)			
			Configurable Suitability Tests.			
			Recovery of chromatograms from other data stations			
			Backup and Restore functions for instrument control panels.			
			Access to all chromatograph functions at any time			
			Performance checks (maximum pump pressure, repeatability, signal-to-noise ratio, etc.),			
			Compliance with CFR 21 part 11 in terms of access control, use of electronic documents and signatures.			
			Compliance with this standard has become essential for the pharmaceutical, cosmetics and food industries.			
				Up to 2 USB connection between the various modules and the control PC - installation, operational and performance qualification on delivery		

			CPU frequency: 3.5 GHz minimum Intel Core i7 or equivalent minimum			
			Memory size: minimum 16 GB			
			Hard disk capacity: 1 TB minimum SSD			
			Integrated sound card and Ethernet network Minimum 10/100 Mbps network card			
			Operating system: Genuine Windows 10			
			Professional or equivalent, 64 bit for professional use			
			Software supplied: Office 365 pro or equivalent			
			Additional software: Internet Security antivirus with 365-day license			
			Connections: max 4 USB 2.0;			
			at least 2 USB 3.0;			
			VGA port; microphone port, headset port and DVI Connexion port VGA, DVI, HDMI,			
			at least 1 USB - C			
			Built-in speakers			
			Power supply: 220 - 240V, 50Hz			
			Supplied with: 1 UPS; Monitor Display: 22' minimum and 32' maximum, LED technology			
			Keyboard QWERTY numeric keypad and Mouse: optical wired			
			Laser printer, feed tray: 20 pages/min minimum			
			Supplied with: 4 sets of ink cartridges plus a cable linking the printer to the computer			
2	HPLC system with Refractive Index detector	Operational Specifications	Refractive Index Range: 1.00 to 1.75 RIU	1 set		
			Measurement Range: 5 X 10 ⁻³ RIU			
			Maximum FS (SENS = 1, SF = 1) 5 x 10 ⁻⁸ RIU			
			Minimum FS (SENS = 1024, SF = 100)			
			Flow Rate: 0.03 to 10 ml/min			
			Noise after a minimum one-hour warmup time: 2.0 x 10 ⁻⁸ RIU, (TC = 1, SF = 80, SENS = 64, THF at 24 °C with restrictor coil);			
			Orin: 2.5 X 10 ⁻⁷ RIU/hr (static with THF) TC = 1, SF = 20, SENS= 32			
			Sensitivity Settings: 1,2,4,8, 16, 32, 64,128,256,512, 1024			
			Time Constant Filter Settings: 0.2, 1, 3, 10 seconds			
			Analog Outputs: -2.0 V to +2.0 V			
			Temperature Control: Internal oven: 30 to 50 °C External column heaters:			

			Ambient to 150 °C , steel			
			Ambient to 80 °C , plastic			
		Optical Component Specifications	Light Source: Light emitting diode (LED)			
			Flow Cell: Fused quartz			
			Cell Volume: 10 µL			
			Pressure Limit: 100 psi			
			Fluidic Path Materials: 316 stainless steel, Dynasil®, Suprasil 11®, PTFE, Kalrez®, quartz			
		Environmental Specifications	Operating Temperature: 15 °C to 32.2 °C (59 °F to 90 °F);			
			Operating Humidity: 20 to 80%, noncondensing;			
		General	At least 1 Ethernet communication, at least 2 USB – A or B or C connections between the various modules and the control PC – installation, operational and performance qualification on delivery			
3	Multidetector GPC/SEC System	Light Scattering Detector	Sample cell volume - at least 10 µL	1 set		
			Light scattering volume - 0.01 µL			
			Laser wavelength/power - 640 - 660 nm/50 mW			
			Rayleigh scattering angles - 15 ° and 90°			
			Temperature range - 30 - 60 °C			
			Temperature stability: ± 0.2 °C			
		Refractive Index Detector	Cell volume - – minimum 6 µL - maximum 12 µL			
			Pressure rating - 350 kPa (50 psi)			
			Wavelength - 660 nm			
			Temperature range – minimum 30 – maximum 60 °C			
		Viscometer	Temperature stability - ± 0.2 °C			
			Shear rate (typical) - 3000 s-1			
			Sensitivity η_{sp} - 1×10^{-5} Pa. S			
			Temperature range – minimum 30 – maximum 60 °C			
			Temperature stability - ± 0.2 °C			
			Detector volume - maximum 150 µL/capillary			
		Diode-array-based UV/Vis spectrometer	Differential pressure dynamic range - ±5000 Pa			
			Wavelength - minimum 190 – maximum 900 nm			
			Wavelength accuracy - <1 nm			
			Wavelength resolution - 0.6 nm			
			Cell volume – maximum 7.5 µL			
		General specifications	Path length - 10 mm			
			Detector temperature range – minimum 20 – maximum 65 °C			
Software - Instrument software						

4	pH meter with printer		Probe type: pH / ion Resolution (pH): 0.001/0.01/0.1	2 set		
			Range (mV): minimum -2000 to maximum 2000 mV			
			Accuracy (mV): $\pm 0.2^\circ$ mV			
			Accuracy (temperature): $\pm 0.1^\circ$ C			
			Data management details maximum 1000 measurements			
			Voltage minimum 9 - maximum 12 V			
			Temperature range (metric) : MTC: minimum - 30° to maximum +130°C,			
			ATC: minimum -5° to maximum +130°C			
			Range (pH): minimum -2 to maximum 20			
			Accuracy (pH): ± 0.002			
			Resolution (mV): 0.1/1 mV			
			Calibration points: 5			
			Display type: TFT			
			Outputs: at least 1 RS232 or USB-A or USA-B			
Product type. Kit for measuring instrument: S220K						
Printer; supplied with all accessories (electrode holder, electrode, buffers, KCl solution)						
5	Analytical Balance		"Weighing Capacity: maximum 220g	2 set		
			Readability: 0.1mg			
			Repeatability (standard deviation): 0.1mg			
			Linearity Deviation: 0.2mg			
			Pan Size: 90 mm/3.5"			
			Calibration: isoCal, internal, external			
			Dimensions: 12.6""H x 8.5""W x 14.1""D			
Net Weight: 11.2 lbs. Supplied with printer and at least 5 rolls of thermal paper - Installation qualifications"						
6	Water Purification System	Application	Constant-quality Type 2 water for general lab use & instrument feed	1 set		
		Daily Product Water Usage	Maximum 300 L/Day			
		Feed Water Nature	Potable Tap Water			
		Voltage	Voltage minimum 220V – maximum 240 V / 50Hz			
		Product Water Instant Delivery Rate	Up to 2 L/min			
		Specifications (Water quality)	TOC: < 30 ppb Product Water Dnase - < 5 pg/mL			

			Product Water Microorganisms - < 0.01 CFU/mL, Product Water Pyrogens - < 0.001 EU/mL, Product Water Conductivity at 25°C			
7	Inspection Light Box	General specifications	For determination of the absence or inclusion of particulates in compounded sterile drug products and to perform finished preparation release checks for purity and quality. At minimum - lighted White and Black backgrounds. Minimum - 2X magnifying glass allows for close visual inspection. Minimum - Flexible arm permits easy movement. Lights: Minimum one Black UV and one White LED light. Lights: Minimum two 15 watt lights Voltage: Minimum 220V - Maximum 220V , 50Hz The two lights should be independently operated - minimum	2 Pcs		

Lot 2: Supply and installation of molecular biology equipment

N°	Item	Technical specification/Description	Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation
0	To be provided	User manual	N/A		
		Technical manual French	N/A		
		Training of users on-site	N/A		
		Training of maintenance staff	N/A		
		Proposed Warranty period (minimum is not less than 1 year =12 months)	 months	
		Proposed Delivery time DDP: (Maximum is up to 90 days)	 days	
1	Microplate reader: Multi-Mode Microplate Reader (with at least Fluorescence, Absorbance, Luminescence and AlphaLISA modes)	Absorbance Range: minimum 200 to maximum 999 nm, 1 nm increments	1 Pcs		
		Detector Type: Photodiode, photomultiplier tubes,			
		Light source, Xenon flash, tungsten halogen (alpha detection / fluorescence intensity),			
		Dynamic range: absorbance: minimum 0 to maximum 4 OD			
		fluorescence intensity/luminescence: >6 decades			
		Accuracy: Absorbance: ±2 nm; <1% at 2.0 OD, <3% at 3.0 OD			
		Dispense volume: ±1 µL or 2%			
		Incubation			
		Incubator Temperature: 4-Zone Incubation up to maximum 50°C with Condensation Control (±0.2°C at 37°C)			
		Shaking: Linear or orbital shaking,			
		Plate Type: minimum 6- to maximum 384-well Plates			
		includes Luminescence			
		Fluorescence (Top/Bottom)			
		AlphaLISA			
Incubation					
Shaking					
General					
Voltage: minimum 220 – maximum 240 V, 50Hz					
No. of Dispensers: dual reagent injector module					
at least 2 Syringe Pumps					

¹³ Should not go beyond 90 days

¹⁴ Should not be below 1 year

		Dual Reagent Dispenser			
		Measurement Speed: minimum 0 – maximum 40s for 96 well			
		minimum 0 – maximum 100s for 384 well			
		USB Connections: at least 2			
	Instrument control	Ethernet communication, at least 2 USB A or C ports for devices (USB memory device and Wi-Fi dongle)			
	Software and reading	Microplate reader, imager software, with 21 CFR Part 11 compliance,			
		Reading options: End Point, Kinetic, Spectral Scanning, Well Area Scanning			
	Accessories	Fluorescence Test Plate			
		Absorbance Test Plate,			
		Luminescence Test Plate			
		BioCell 1 cm quartz vessel			
	Computer: Minimum specifications	CPU frequency: 3.5 GHz minimum Intel Core i7 or equivalent minimum			
		Memory size:16 GB minimum			
		Hard disk capacity: 1 TB minimum SSD			
		Integrated sound card and Ethernet network			
		Minimum 10/100 Mbps network card			
		Operating system: Genuine Windows 10			
		Professional or equivalent, 64 bit for professional use			
		Software supplied: Office 365 pro or equivalent			
		Additional software: Internet Security antivirus with 365-day license			
		Connections: at least 4 USB 2.0 or at least 2 USB 3.0; at least 1VGA port; microphone port, headset port a,			
		Built-in speakers			
		Power supply: minimum 220 – maximum 240V EU plug			
		Supplied with: 1 UP UPS Display: 22' minimum and 32' maximum,			
		LED technology			
		Keyboard QWERTY numeric keypad and Mouse: optical wired			
		Laser printer, feed tray: 20 pages/min minimum			

			Supplied with at least 4 sets of ink cartridges plus a cable linking the printer to the computer			
2	Microplate Spectrophotometer	Technical requirements	Wavelength range: minimum 200– maximum 1,000 nm with 1 nm steps	3 Pcs		
			Light source: Xenon flash lamp			
			Wavelength selection: Monochromator			
			Readout range: Up to 4 absorbance units			
			Bandwidth: <2.5 nm			
			Linearity at 450 nm: 0–2.5 Abs, 2%			
			Accuracy at 450 nm: 1.0% + 0.003 Abs (0–2.0 Abs), 2.0% (2.0–2.5 Abs)			
			Precision at 450 nm: SD <0.003 Abs or CV <1.0%			
			Plates : 6- to 48-, 96-, and 384-well plates			
			Measurement speed (starting from A1 back to A1): 6 sec with 96-well plate , 10 sec with 384-well plate			
			Plate shaking: at least Linear			
			Spectral scanning speed : 10 sec from 200–1,000 nm with 1 nm steps			
			Incubation range : From ambient temperature to 45° C			
			Cuvette : Dimensions (H x W x D): 40–58 x 12.5 x 12.5 mm,			
			Beam center height: max 8.5 mm,			
		Beam window: ≥2 mm				
		General	Stand-alone use: 7 in. touchscreen display PC control, CE certification			
			Control and data processing software, 21 CFR part 11 compliance, reading options. English language option			
			touchscreen display PC control:			
			1 USB B port for PC			
			1 Ethernet port			
			3 USB A ports for devices (USB memory device and Wi-Fi dongle)			
		Dimensions (H x W x D)	265 x 295 x 445 mm (10.4 x 11.6 x 17.5 in.)			
		Computer: Minimum specifications	"CPU frequency: 3.5 GHz minimum Intel Core i7 or equivalent minimum			
			Memory size: min 16 GB			
			Hard disk capacity: 1 TB minimum SSD			
			Integrated sound card and Ethernet network			
Minimum 10/100 Mbps network card						
Operating system: Genuine Windows 10 Professional or equivalent, 64 bit for professional use						

			Software supplied: Office 365 pro or equivalent		
			Additional software: Internet Security antivirus with 365-day licence		
			Connections : at least 4 USB 2.0 or 3.0;		
			microphone port, headset port		
			Built-in speakers		
			Power supply: 220 - 240V, 50Hz		
			Supplied with 1 UPS		
			Display: 22' minimum and 32' maximum, LED technology		
			Keyboard QWERTY numeric keypad and Mouse: optical wired		
			Laser printer, feed tray: 20 pages/min minimum		
			Supplied with:		
			at least 4 sets of ink cartridges plus a cable linking the printer to the computer"		
3	Microplate Washer & Dispenser	Technical requirements	Instrument control: Touch screen with installed Program software	1 Pc	
			Fluid pump type: Diaphragm pump		
			Washer / Dispenser: Vacuum filtration and Biomagnetic separation		
			Number of reagents: 1 - 4		
			Plate type: 6 well to 384-well Plate		
			Application : ELISA-Based Assays; Cell Washing		
			Interchangeable 96- and 384-well wash heads		
			96- and 384-well Cell Wash Head options		
			Prime volume: 5 to 100 mL		
			Rinse volume: 5 to 100 mL		
			Wash volume: 50 to 1000 µL (96); 20 to 300 µL (384)		
			Dispense Volume: 50 to 400 µL (96); 20 to 120 µL (384)		
			Residual volume: <2 µL		
			Wash Heads: Up to two 1 x 12 wash heads		
			two 1 x 8 wash heads		
			2 x 8 cell wash head for 96 well plate;		
			1 x 16 wash head for 384 well plate		
		General	At least 1 USB connection		
			Automation interface: USB		
			Electrical requirements: voltage minimum 220 – maximum 240 V, mi50 Hz		

4	Isothermal fluorescence PCR	Sample tray	Sample size - 0.2mL, sample number, minimum 8 – maximum 16 wells	1 Pc		
			Reaction system – minimum 15- maximum 150µL			
		Temperature control	Temperature range (°C) - minimum Room temperature~ maximum 99°C			
			Maximum heating rate (°C) - 2°C/s			
			Maximum cooling rate (°C) - 2°C/s			
			Temperature uniformity (°C) - ±0.15°C			
			Temperature accuracy/temperature control accuracy (°C) - ±0.1°C / 0.1°C			
		Light path system	Channel – minimum Single channel maximum dual channel			
			Excitation wavelength - 470nm - 570nm			
			Detection wavelength - 525nm / 625nm			
			Excitation light source/detection method - Cold light source LED/real-time fluorescent signal detection			
		Function	Data analysis - capable of direct analysis to determine positive or negative according to tested samples in the system			
			Result display method - 1. Negative/positive; 2. Peak starting time; 3. Melting Tm value			
			Interpretation method - 1. Construction of the amplification curve to judge; 2. Automatic judgment of the instrument			
			Display screen – minimum 7-inch touch screen			
			Controlling software - minimum Instrument software			
		General specifications	Power Requirement – AC minimum 220-maximum 240V, 50Hz			
At least 1 USB port						
Wide range of applicable dyes						
5	Thermomixer	Temperature	Temperature range: Min: 15 °C below RT, max: 100 °C;	3 Pcs		
			Temperature settings: minimum 1 °C - maximum 100 °C			
			Temperature accuracy: Max. ±0.5 °C at 20 – 45 °C			
			Heating rate: Max. 7 °C/min			
			Cooling rate: Max. 2.5 °C/min			
		Shaking	Max. speed: 3000 rpm			
			Mixing frequency: minimum 300 – maximum 3000 rpm			
			Mixing and vortexing radius: up to 1.5mm			
			Mixing orbit: up to 3 mm			
		General	Sample capacity: minimum 5 µL to maximum 50 mL			

			Interfaces: at least 1 USB interface		
			Power supply: minimum 220 – maximum 130 V, minimum 50 Hz		
			Max. power consumption: 200 W		
6	Microplate shaker	Rotation speed	Range: minimum 150 to maximum 1000rpm	1 Pc	
			Orbit Diameter: 2.5mm		
			"Speed Accuracy: ±1% of set speed up to 299rpm ±2% 300 to 1000rpm"		
			Display: LED		
			Display Accuracy: 1 rpm		
		Load	Maximum Load: 1 kg (Clamps included)		
			"Maximum Capacity: 96-well Microplate-4 standard 6		
		Power Supply	Requirement: AC minimum 220- maximum 240V, minimum 50Hz, 72VA		
		Time	Timing Range: 0min to 99h59min		
7	Micro centrifuge	Technical requirements	"Maximum operating temperature: 40 °C	3 Pcs	
			Capacity: Max: 10 × 5.0 mL		
			Minimum operating temperature: -10 °C		
			Refrigeration/cooling		
			Refrigerated to at least -10°C		
			Dimensions: 24 x 48 x 26 cm		
			Speed: MAX RCF: 21,300 x g / 100-15,060 rpm		
Voltage: minimum 220V – maximum 220V / minimum 50 Hz"					

Lot 3: Supply and installation of Electrophoresis and Nucleic Acid analysis equipment						
N°	Item	Technical specification/Description		Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation
0	To be provided	User manual				
		Technical manual French/English				
		Training of users on-site				
		Training of maintenance staff				
		Proposed Warranty period (<u>minimum is not less than 1 year =12 months</u>)	Better After-sales services and technical assistance in calendar months (from the provisional reception of supplies) ¹⁵	 Month	
Proposed Delivery time DDP: (<u>Maximum is up to 90 days</u>)	Better Deadline in calendar days (Number of days from the day after the reception of award notification letter) ¹⁶ :	Days			
1	Mini-Cell Electrophoresis System	Technical requirements		Capacity: At least 2 mini gels	5 set	
				Gel compatibility: Gel size: 8 x 8cm		
				Gel cassette: 10 x 10cm		
				Thickness: 1.0mm or 1.5mm		
				Compatible gels: precast minigels or handcast minigels		
				Buffer chamber Requirement: Upper chamber: up to 200 mL; Lower chamber: up to 600 mL		
				Transfer capacity: At least 2 mini gels		
				Electrode wire: Platinum		
		Electrophoresis chamber		Gel specifications: Gel size: Mini (8 x 8 cm)		
				Gel cassette: 10 x 10 cm		
				Thickness: 1.0 mm or 1.5 mm		
				Capacity: Up to 2 gels		
				Buffer requirements: Upper chamber: up to 200 mL Lower chamber: up to 600 mL		
		Combs: 1 well, 2 well, 5 well, 9 well, 10 well, 15 well, and 17 well				
General		Material: Polycarbonate				
		Electrical Limits: at least 75 Watts				
		Number of outputs: 4				

¹⁵ Should not go beyond 90 days

¹⁶ Should not be below 1 year

		Power Supply	Output voltage range: minimum 2–maximum 300 V		
			Output current range : minimum 1– maximum 500 mA		
			Power : 120 W		
			Modes : Constant voltage		
			Constant current		
			Constant power		
			Timer: Up to 999 min per step		
			Display:at least Backlit touch screen		
			Programmable: Store up to 100 run methods		
			Program up to 20 steps per method		
2	Gel - Imaging Scanner	Technical requirements	Flatbed Scanner for Gel Images & Films: "Resolution: Optical: 4800 dpi (5 um spot size, 94 lp/mm) Hardware: Up to 4800 x 9600 dpi, Default: 300 dpi"	1 Pc	
			Scanning Area: Film Scan Area Min: 0.5" x 0.5" (12.7 x 12.7 mm) Max: 8" X 10" (216 x 254 mm)		
			Reflective Scan Area Min : 0.5" x 0.5" (12.7 x 12.7 mm) Max : 8.5" x 14" (216 x 356 mm)"		
			Scanning Speed: 10.13 sec./ 27.58 sec. (Scanning Time/Total Time Including Calibration) : 8"x10", 300 dpi		
			Dynamic Range: Transparency: 0.05D ~ 3.7D, 3.77Dmax		
			"Bit Depth: Input: 48-bit color, 16-bit grayscale; Output: 24-bit color, 8-bit grayscale"		
			Connectivity: at least 1 Hi-Speed USB (USB 2.0)		
			Supported File Types: TIF, BMP, JPG, PSD, PDF, GIF		
			OS Support: at least Windows 10		
		General	Certifications : CE, FCC, BSMI, CB, CCC, ETL, VCCI, RoHS		
			Power Source: AC minimum 220V ~ maximum 240V, minimum 50 Hz		
			Power Consumption: at least 95 Watts Max		
			Software: at least scanning or imaging software including image editing software		
		Computer: Minimum specifications	CPU frequency: 3.5 GHz minimum Intel Core i7 or equivalent minimum		
			Memory size: 16 GB minimum		
			Hard disk capacity: 1 TB minimum SSD		
			Integrated sound card and Ethernet network		
			Minimum 10/100 Mbps network card		
			Operating system: Genuine Windows 10		
			Professional or equivalent, 64 bit for professional use		

			<p>Software supplied: Office 365 pro or equivalent</p> <p>Additional software: Internet Security antivirus with 365-day licence</p> <p>Connections : at least 4 USB</p> <p>Built-in speakers</p> <p>Power supply: minimum 220 – maximum 240V</p> <p>EU plug</p> <p>LED technology</p> <p>Keyboard QWERTY numeric keypad and Mouse: optical wired</p> <p>Laser printer, feed tray: 20 pages/min minimum</p> <p>Supplied with: at least 4 sets of ink cartridges plus a cable linking the printer to the computer"</p>		
3	Chemiluminescent Imaging System	General specifications	<p>Application: Chemiluminescent Western Blot Imaging, DNA Gel Imaging, Fluorescent Western Blot Imaging, Protein Gel Imaging</p> <p>Resolution - 9.1 MP</p> <p>Image Format – minimum all the following image formats TIFF, JPG, PNG, PDF</p> <p>At least Display - touchscreen</p> <p>Connectivity – at least 1 Ethernet, minimum WiFi connectivity and minimum 1 USB connection</p> <p>Scanning area - 22.5 cm x 18 cm (WxD)</p> <p>Certifications : CE, FCC, BSMI, CB, CCC, ETL, VCCI, RoHS</p> <p>Power Source: AC minimum 220V ~ maximum 240V, minimum 50 Hz</p> <p>Power Consumption: 95 Watts Max</p> <p>Software: at least instrumentation software including image editing software</p>	5 Set	
4	Lateral flow strip cutter	General specifications	<p>Accuracy of Cut Length - plus or minus 0.1 mm at 5.0 mm</p> <p>Accuracy of Cut Length - Std Dev < 0.05 mm</p> <p>Cutting Speed - < 240 maximum cuts/min</p> <p>Cutting Width - Minimum 3 mm</p> <p>Leading Edge/Target Sensor Cut Length Precision - Std Dev < 0.075 mm</p> <p>Power Requirement - minimum 220- maximum 240 V, minimum 50 Hz</p>	1 Pc	
5	Nucleic Acid Analyzer	General specifications	<p>Wavelength range – at minimum all three Fixed wavelengths: 260nm, 280nm, 365nm (baseline)</p> <p>Sample capacity – minimum 0.5- maximum 2 µL</p> <p>Optical path - 0. 2nm, 1.0mm</p> <p>Light source/life - minimum UV LED/8000h</p>	1 Pc	

			Detector – minimum UV silicon photocell			
			Spectral bandwidth - 8nm			
			Nucleic acid concentration range – minimum 5- maximum 15000ng/μL dsDNA			
			Detection time – minimum 6 s			
			Printer – at least Built-in thermal printer			
			Data output method – at least 1 USB			
			voltage – minimum 100- maximum 240V			
		Display	At least touch screen			
		Absorbance	OD 600			
			Range: minimum 0. 2- maximum100 (Equivalent to 10mn optical path)			
			Fluorescence detection - Excitation wavelength: 460nm, Emission wavelength: 525nm			

Lot 4: Supply and installation of temperature control and biological storage equipment							
N°	Item	Technical specification/Description		Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation	
0	To be provided	User manual					
		Technical manual French/English					
		Training of users on-site					
		Training of maintenance staff					
		Proposed Warranty period (<u>minimum is not less than 1 year =12 months</u>)	Better After-sales services and technical assistance in calendar months (from the provisional reception of supplies) ¹⁷		Months	
		Proposed Delivery time DDP: (<u>Maximum is up to 90 days</u>)	Better Deadline in calendar days (Number of days from the day after the reception of award notification letter) ¹⁸ :		Days	
1	CO2 incubator	Have a large incubation chamber that can be divided into 3 or 4 shelves		2 Pcs			
		be stackable (if accessories are required, they must be included in the total price)					
		have an internal volume of 190L ±10L					
		have 2 doors, the inner door being a glass door					
		be fitted with an infrared CO2 detector					
		be made entirely of removable parts					
		be easy to maintain (rounded corners for cleaning)					
		must have a decontamination cycle (without dismantling the infrared detector)					
		have a minimum temperature range from ambient to 55°C					
		must have an external display showing the temperature to within 0.1°C					
		must have an opening to allow a calibration probe to be inserted into the incubation chamber					
		have a CO2 range of 0.1% to 20%.					
		is suitable for a 220V – 240V AC power supply					
The variation in internal temperature, with the door closed, must not differ from the desired							

¹⁷ Should not go beyond 90 days

¹⁸ Should not be below 1 year

			<p>temperature by more than 0.5°C, as shown in the data (mapping at 37°C).</p> <p>At least touch screen for menu access</p> <p>The incubator must have low energy consumption (ISO 14001 standard): for consumption at 37°C in an ambient temperature of 25°C as well as for energy consumption for the entire decontamination cycle.</p> <p>The incubator must have and specify a high level of autonomy in the event of a power failure. If there is a decontamination cycle: information on the type of bacteria/viruses/... eliminated during decontamination. Complete, clear and detailed documentation of equipment descriptions.</p>			
2	Ultra Low Freeze	<p>Application, Rating and Electric Data</p> <p>Refrigeration System</p> <p>Controller</p>	<p>Application - Storage of general (non-flammable) laboratory materials</p> <p>Storage Volume – maximum 780 liters</p> <p>Storage Capacity - 600 standard 2” boxes in optional racks,</p> <p>Temperature Range --78°C - -82°C @ 32°C ambient, adjustable to 1°C increments</p> <p>Noise - Advanced noise abatement, < 45 dB(A) at 1 meter from front of freezer in steady state operation</p> <p>Indoor use only</p> <p>Application Environment Non-corrosive, non-flammable, non-explosive</p> <p>Ambient Operating Temperature +5°C to +35°C</p> <p>Electric Power - minimum 220- maximum 240VAC at minimum 50Hz</p> <p>Green Features - Energy efficient, at least A++</p> <p>Defrost Method - Manual</p> <p>Heat Transport System - Gravity driven thermosiphon</p> <p>Refrigerant – at least one R170 or R290 or maximum both</p> <p>Evaporator - Cold wall (inner liner)</p> <p>Heat Rejection – at least Finned heat exchanger with forced air cooling</p> <p>Interface - Graphical user interface with touchscreen controls</p>	2 Pcs		

			<p>Controller Type - Microprocessor with touchscreen input and display</p> <p>Security – at least lockable doors</p> <p>Warm and Cold Alarms – at minimum should be Fully adjustable</p> <p>Control Sensor - At least one RTD (PT100 Class A)</p> <p>Event Log - capable of recording all alarms, door openings</p> <p>Dry Contacts - Normally closed, normally open, common; activated by power outage or any alarm condition</p> <p>Temperature Log – at least 30 days available graphically</p> <p>Battery Back-up – minimum 12-hour control battery back-up for touchscreen</p> <p>Internet Connectivity – at least ethernet connection (Networks: WPA2-PSK, WPA-PSK, WEP, WPA2-EAP-PEAP, WPA-EAP-PEA),</p> <p>at least wireless temperature monitoring and logging</p>			
		General specifications	<p>Insulation – minimum vacuum insulated panels and polyurethane foam</p> <p>Gasket Heater - User programmable duty cycle</p> <p>Shelves – minimum 2 – maximum 3 stainless steel</p> <p>Inner Doors – at least insulated with magnetic latches</p> <p>Temperature transmitter: minimum 0°C to – maximum 100°C</p>			
3	Ultra Low Freeze	Application, Rating and Electric Data	<p>Application - Storage of general (non-flammable) laboratory materials</p> <p>Storage Volume – maximum 780 liters</p> <p>Storage Capacity - 600 standard 2” boxes in optional racks,</p> <p>Temperature Range --18°C - -23°C @ 32°C ambient, adjustable to 1°C increments</p> <p>Noise - Advanced noise abatement, < 45 dB(A) at 1 meter from front of freezer in steady state operation</p> <p>Indoor use only</p> <p>Application Environment Non-corrosive, non-flammable, non-explosive</p>	1 Pc		

		Ambient Operating Temperature +5°C to +35°C			
		Electric Power - minimum 220- maximum 240VAC at minimum 50Hz			
		Green Features - Energy efficient, at least A++			
	Refrigeration System	Defrost Method - Manual			
		Heat Transport System - Gravity driven thermosiphon			
		Refrigerant – at least one R170 or R290 or maximum both			
		Evaporator - Cold wall (inner liner)			
		Heat Rejection – at least Finned heat exchanger with forced air cooling			
	Controller	Interface - Graphical user interface with touchscreen controls			
		Controller Type - Microprocessor with touchscreen input and display			
		Security – at least lockable doors			
		Warm and Cold Alarms – at minimum should be Fully adjustable			
		Control Sensor - At least one RTD (PT100 Class A)			
		Event Log - capable of recording all alarms, door openings			
		Dry Contacts - Normally closed, normally open, common; activated by power outage or any alarm condition			
		Temperature Log – at least 30 days available graphically			
		Battery Back-up – minimum 12-hour control battery back-up for touchscreen			
		Internet Connectivity – at least ethernet connection (Networks: WPA2-PSK, WPA-PSK, WEP, WPA2-EAP-PEAP, WPA-EAP-PEA), at least wireless temperature monitoring and logging			
	General specifications	Insulation – minimum vacuum insulated panels and polyurethane foam			
		Gasket Heater - User programmable duty cycle			
		Shelves – minimum 2 – maximum 3 stainless steel			
		Inner Doors – at least insulated with magnetic latches			
		Temperature transmitter: minimum 0°C to – maximum 100°C			

4	Microbiological Safety Cabinet	minimum technical specifications	"Offer the possibility of working with class 1 and 2 micro-organisms".	3 Pcs		
			Protecting products, people and the environment.			
			Be easy to use and ergonomic.			
			Easy to maintain (e.g. work surface can be removed).			
			At least one socket outlet			
			Offer the possibility of tracking/checking air speed.			
			Have the necessary alerts: - when air speed does not comply with specifications; - when the window is not in the correct position in case of malfunction (e.g. fan, motor) - when filters are saturated.			
			- Sufficient lighting; sufficient brightness to work without disturbance; among other things, - correct positioning of the lighting system.			
			- Equipped with an integrated UV lamp (and therefore able to close the front panel completely).			
			- Same dimensions as the current Microbiological Safety Cabinet (external dimensions H = 135 cm, D = 83 cm, W = 137 cm) (1 person).			
			- The appliance must be environmentally friendly in terms of electricity consumption and heat production.			
			- The unit must be as quiet as possible, in compliance with EN12469."			
		Service:	"Delivery, installation and commissioning;			
			The supplier must agree delivery, installation, etc. with the user in good time (at least 14 days in advance).			
			The bidder must designate one or more direct contact persons and must be reachable in the event of technical or non-technical problems.			
			The bidder must draw up a plan of action and describe in detail the service he is offering, mentioning the response times.			
			In the event of a repair, we would like someone to come to the site within 1 week of notification to check what the problem is and if possible, carry out the repair."			

		On-site training requirements	"When commissioning the unit, give 4 people a short introduction and overview of the unit's use and safety instructions.			
			Provide an operating, safety and maintenance manual in English (in digital form).			
			Provide a user's manual for help with problems (e.g. error messages).			
			If possible, provide a QuickStart guide to place next to the device for a quick overview of operation."			
		Warranty	"The minimum warranty period is 2 years from delivery.			
			This warranty includes at least : Replacement of all defective components, including maintenance and replacement of spare parts.			
			Functional testing of the system before and after each maintenance; the post-maintenance tests must give results in line with specifications with no reduction in quality compared with the results of the pre-maintenance tests.			
			An unlimited number of free device repairs and updates, including spare parts, working hours and travel expenses			
			Guaranteed on-site intervention within two working days, except in cases of force majeure - Guaranteed technical support by telephone within 24 hours - Guaranteed provision of technical notes and scientific publications generated by the bidder (via e-mail)."			
5	Laboratory refrigerator (+2 to +8°C)	minimum technical specifications	Maximum volume 240 litres Net volume approx. 220 litres Preset temperature: +5°C Low alarm limit: +2°C High alarm limit: +8°C At minimum Automatic defrosting. Forced air cooling inside the cabinet. Audible and visual alarm in the event of abnormal temperature and power failure. Polyurethane cabinet and door insulation. Microprocessor-controlled command and control panel	2 Pcs		

			Security door lock with keys.			
			Main switch with ON/OFF network.			
			Mains indicator lights			
			Digital temperature display, 0.1°C scale			
			Wheeled for easy mobility.			
			Supplied with all necessary accessories, Monitoring Options, 1 rear access port", Eco-friendly at least A++ low energy consumption			
6	Vertical Light Stability chambers	Temperature	Control Range: minimum 0 °C - maximum 60 °C	2 Pcs		
			Temperature uniformity (20 to 37°C): ≤ ±0.3 °C			
			Temperature safety: Adjustable over- and under-temperature thermostat with analog reference dial, audible/visual alarm			
			Display: Digital dual LED, 0.1°C steps readability & setability			
			Programmability: Single set point, ramp & soak (to maximum 40 steps)			
			Compressor: minimum air-cooled			
			Temperature and processor controller: minimum microprocessor based with PID controller and RTD (DIN) sensor			
		Humidity	Relative humidity range: Above ambient to 95% @ 37°C (98.6°F) ±5.0% RH			
			Water specification: demineralized water, resistance: minimum 0.5 - maximum 1 MΩ cm, Max. 12L per day			
			Input water pressure: Gravity to 40 psi			
			Relative humidity range (light off): Above ambient to 95% @ 37°C (98.6°F) ±5.0% RH			
		Type	Benchtop			
		Electrical	Voltage: minimum 220- maximum 240V, 50Hz			
		General	Temperature mapping and calibration certificate Enables compliance with 21 CFR Part 11. ICH guidelines with precise temperature and humidity control			
		Shelving	Number of Shelves: minimum - 3, maximum - 16 Materials: Solid stainless steel			
		Application	Variety of applications that require sample exposure with light, along with temperature control			

7	Thermostability chambers	Temperature	Control Range: minimum 0 °C - maximum 60 °C	2 Pcs		
			Display: Digital dual LED, 0.1°C steps readability & setability			
			Programmability: Single set point, ramp & soak (to maximum 40 steps)			
			Temperature and processor controller: at least microprocessor based with PID controller and RTD (DIN) sensor			
		Humidity	Relative humidity range: Above ambient to 95% @ 37°C (98.6°F) ±5.0% RH			
			Water specification: demineralized water, resistance: minimum 0.5 - maximum 1 MΩ cm, Max. 12L per day			
		Type	Benchtop			
		Electrical	Voltage: minimum 220- maximum 240V			
		General	Temperature mapping and calibration certificate			
			ICH guidelines with precise temperature and humidity control			
Enables compliance with 21 CFR Part 11. CE						
Shelving	Number of Shelves: minimum - 3, maximum - 11					
Display	Display: at least Digital dual LED, 0.1°C steps readability & setability					
8	Benchtop Freeze Dryers	Application	sample preservation of biological samples like tissues, cells and microorganisms	1 Pc		
		Display	At least touch screen			
		Connection	USB port and Ethernet connection			
			Vacuum pump with a displacement of at least 98 L/min, 0.007 mBar ultimate pressure and fitting for 3/4" ID vacuum hose.			
		Volume	Maximum 4.5L			
			Hot gas defrosts with auto shut off at +65° C			
			Vacuum control valve and Vacuum break valve			
			Upright stainless-steel collector coil			
			drain hose fitting with hose connector. 18", 1/4" ID silicone tubing and clamp			
			Certifications - CE Conformity marking			
Voltage	minimum 220 – maximum 240V, 50Hz					
	Single 1/3 hp HCFC/CFC-free refrigeration system to cool collector to -50° C					

Lot 5: Supply and installation of IT equipment

N°	Item	Technical specification/Description		Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation
0	To be provided	User manual				
		Technical manual French/English				
		Training of users on-site				
		Training of maintenance staff				
		Proposed Warranty period (minimum is not less than 1 year =12 months)	Better After-sales services and technical assistance in calendar months (from the provisional reception of supplies) ¹⁹		... months	
		Proposed Delivery time DDP: (Maximum is up to 90 days)	Better Deadline in calendar days (Number of days from the day after the reception of award notification letter) ²⁰ :		...days	
1	Workstations / Server	Technical requirements	Max. Boost Clock: Up to 4.5GHz	10 Pcs		
			Base Clock: 2.7GHz			
			L1 Cache: 4MB			
			L2 Cache: 32MB			
			L3 Cache: 256MB			
			Default TDP: 280W			
			Processor Technology for CPU Cores: TSMC 7nm FinFET			
			CPU Socket: sWRX8			
			*OS Support: Windows 11 - 64-Bit Edition or UBUNTU			
			CONNECTIVITY:			
			PCI Express® Version: PCIe 4.0			
			System Memory Type: DDR4			
			Memory Channels: at least 8			
		General specifications	Platform: Desktop			
# of CPU Cores: 64						
# of Threads: 128						
2	Mobile Workstation PC	Operating system	Windows 11 Pro or equivalent	4 Pcs		
		Processor	Intel® Core™ i9-13950HX (up to 5.5 GHz with Intel® Turbo Boost Technology, 36 MB L3 cache, 24 cores, 32 threads)			
		Chipset	Intel® WM790			

¹⁹ Should not go beyond 90 days

²⁰ Should not be below 1 year

		Memory	Minimum 64 GB DDR5-5600 MHz RAM (2 x 32 GB)			
		Memory slots	4 SODIMM; supports dual channel			
		Internal drive	At least 1 TB PCIe® NVMe™ TLC SSD1 TB PCIe® Gen4 NVMe™ TLC M.2 SSD			
		Display	16" diagonal, WUXGA (1920 x 1200), IPS, anti-glare, 400 nits, 100% sRGB			
		Graphics	Integrated: Intel® UHD Graphics			
			Discrete: NVIDIA RTX™ 5000 Ada Generation Laptop GPU (16 GB GDDR6 dedicated)			
		External I/O Ports	Right side: 1 RJ-45; 1 headphone/microphone combo; 1 SuperSpeed USB Type-A 5Gbps signaling rate (charging); 1 SuperSpeed USB Type-A 5Gbps signaling rate			
			Left side: at least 1 power connector; at least 2 Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4, HP Sleep and Charge); minimum 1 HDMI 2.1;			
			1 Mini DisplayPort™ 1.4a			
3	Server with max memory 2048 GB	Processor / System Bus	At least 1x Socket E (LGA 4677)	1 Pc		
			Intel®Xeon® Processor Scalable Family (Air cool with EVAC Up to 205W or 225W EE SKUs)			
		Core Logic	At least Intel® C741 Chipset			
		Memory	8 x DIMM slots (8-channel,1 DIMM per channel)			
			4th: DDR5 4800 MHz RDIMM/3DS RDIMM (1DPC)			
			5th: DDR5 5600 MHz RDIMM/3DS RDIMM (1DPC)			
			Maximum 2048GB			
		Storage	2x 2.5" Front Hot-swap drive bays (SATA)			
2x 2.5" Int. SATA						
2x E1.S Hot-swap drive bays						
2x M.2 (22110/2280, Gen5 x4 Link)						
Networking	2 x X710 10G LAN Ports+					

			1 x Dedicated management port		
		Graphic	At least up to 3 GPU cards		
		Front I/O Ports	At least 1 x VGA port		
			At least 2 x USB 3.2 Gen1 ports		
			At least 2 x RJ-45 10G LAN port		
			At least 1 x RJ-45 Mgmt LAN port		
			At least 1 x RJ-45 Console port		
		Rear I/O Ports	Minimum 2 x USB 3.2 Gen1 ports		
			Minimum 1 x VGA port		
		Switch/LED	At least 1 x Power Switch (w/ LED)		
			At least 1 x Location Switch (w/ LED)		
			At least 1 x Message LED		
			At least 2 x LAN LED		
			At least 1 x HDD LED		
			At least 1 x reset button		
			At least Rear Switch/LED:		
			At least 1 x Power Switch w/ LED		
			At least 1 x Location Switch w/ LED		
			At least 1 x Message LED		
			At least 1 x reset button		
4	Server max RAM up to 6TB		Form Factor	Minimum 2U Rack-Mountable	1 Pc
		Storage	Minimum 20TB SSD (preferably enterprise-grade SSDs)		
		Drive Bays	Minimum 10 x 2.5" hot-plug SAS/SSD		
		Processor	At least Intel Xeon Scalable Processors, up to 2 sockets or equivalent		
		Memory	Minimum 512GB		
			Up to 24 DIMM slots, DDR4 RDIMM, LRDIMM, NVDIMM		
			Maximum RAM: Up to 6TB (24x 256GB DDR4)		
		RAID Controller	Minimum Internal controllers with optional PERC H730P RAID Controller with 2GB Cache		
		Networking	Minimum Dual 10GbE or better network interfaces		
		Power Supply	Redundant power supplies		
		Power Cable	C13 to C14, PDU Style, 2m		
		Expansion Slots	Up to 7 PCIe Gen4 slots		
	Management	Remote management capabilities (e.g., IPMI, iDRAC, or iLO)			
	Cooling	High-efficiency cooling system with multiple fans			

	Operating System	Red Hat Enterprise Linux with 5yrs subscription		
	Dimensions	Standard 2U dimensions for a 19-inch rack		
	Warranty	3 years standard warranty with optional extended plans		
	Fibre cable	Direct attach cable		
	Accessories	to be included		

LOT6: Supply and installation of laboratory consumables							
N°	Item	Technical specification/Description		Quantity	Bidder's response to the tender specifications	Notes, remarks, reference to documentation	
	To be provided	User manual					
		Technical manual French/English					
		Training of users on-site					
		Training of maintenance staff					
		Proposed Warranty period (<u>minimum is not less than 1 year =12 months</u>)	Better After-sales services and technical assistance in calendar months (from the provisional reception of supplies) ²¹			..months	
		Proposed Delivery time DDP: (<u>Maximum is up to 90 days</u>)	Better Deadline in calendar days (Number of days from the day after the reception of award notification letter) ²² :			...days	
1	Mini cell Electrophoresis set (2)			2 Pcs			
2	Micropipetters, single channel; 20-200 µL with 96 pipette tips			5 Pcs			
3	Micropipetters, single channel; 0.5-10 µL with 96 pipette tips			5 Pcs			
4	Micropipetters, single channel; 2-20 µL with 96 pipette tips			5 Pcs			
5	Micropipetters, single channel; 100-1000 µL with 96 pipette tips			5 Pcs			
6	Micropipettor; multiple channel; 8 Chnl,5-50ul and 50-300µl with 96 pipette tips			2 Pcs			
7	Electronic Pipette Controller 0-100ml, incl. mains/power supply device, wall mounting device, shelf stand, 2 membrane filters 0.45 µm			2 Pcs			
8	Pipette Racks; Carousel Pipet Rack			5 Pcs			

²¹ Should not go beyond 90 days

²² Should not be below 1 year

9	Pipette Tips: 0.1 - 10µL			1000 tips		
10	Pipette Tips: 0.5 - 20 µL			1000 tips		
11	Pipette Tips: 2 - 300 µL			1000 tips		
12	Pipette Tips: 100 - 1000 µL			1000 tips		
13	Vortexer			3 Pcs		
14	Light box			1 Pcs		
15	96 well Assay/Reader Microplates	Adapted to ELISA assays: Flat base, high binding, free from DNA/DNase/RNase, free from pyrogens and endotoxins, non-cytotoxic, Adapted to		400 plates		
16	384 well Assay/Reader Microplates	Adapted ELISA assays: Flat base, high binding, free from DNA/DNase/RNase, free from pyrogens and endotoxins, non-cytotoxic, Adapted to		160 plates		
17	SDS and Native PAGE, IEF kit			20 kits		
18	NaOH 50 % for HPLC, 1 litre			5 bottles		
19	CH ₃ COONa anhydrous for HPLC, 1 litre			5 bottles		
20	HCl 1N, 1 litre			5 bottles		
21	L(-)Lactose			1 kg		
22	D(+) Glucose			1 kg		
23	HPLC Column Carbopac PA10			20 pcs		
24	PVDF Membrane Filter, 0.45 µm Pore Size			25 packs		
25	Apyrogen tips 250µL			1000 pcs		
26	Apyrogen tips 1000 µL			1000 pcs		
27	Apyrogen tubes 10x75mm			50 reservoirs		
28	Apyrogen reservoirs			50 reservoirs		
29	Kit ENDOZYMEIIGO			15 kits		

30	PNPP 5 mg			15 pcs		
31	TMB/H ₂ O ₂ , 100ml			5 bottles		
32	Amplification Ab: VECTASTAIN® ABC-HRP Kit			5 bottles		
33	TMB/H ₂ O ₂ (Tétramethyl- benzidine)			5 bottles		
34	Hydrochloric Acid solution 1N, 1 litre			5 bottles		
35	Acetic Acid 100%, 1 litre			5 bottles		
36	Orthophosphoric acid, 1 litre			5 bottles		
37	65% nitric acid, 1 litre			5 bottles		
38	Hydrochloric acid 2mol/l (2N)			5 bottles		
39	Sulfuric acid 67%, 1 litre			5 bottles		
40	Titrisol HCl 0.01N, 1 litre			5 bottles		
41	Gel drying solution, 500 ml			5 bottles		
42	EDTA disodium salt, dihydrate (Titriplex II), 250g			5 bottles		
43	Fuming chloric acid 37, 1 litre			5 bottles		
44	Temperature and Humidity Data Logger with Display			20 pcs		
45	Electronic multi-channel, 8 channel pipette for 96 well plates			2 Pcs		
46	Accessories for HPLC: Pre- columns			5 pcs		
47	Accessories for HPLC: Seals for the pumps			50pcs		

48	Accessories for HPLC: Capillaries			30 pcs		
49	Accessories for HPLC: Frits			30 pcs		
50	Accessories for HPLC: Pistons			4 pcs		
51	Accessories for HPLC: Needles			2 pcs		
52	Accessories for HPLC: UV lamps			2 pcs		
53	Accessories for HPLC : Vials & caps (Vials must be amber vials)			20 boxes of 50pc each		

6 Forms

6.1 Identification form

6.1.1 Private/public law body with legal form

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdf19b>

OFFICIAL NAME ²³	
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	
ORGANISATION	FOR PROFIT
TYPE	NON FOR PROFIT NGO ²⁴ YES NO
MAIN REGISTRATION NUMBER ²⁵	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN	
REGISTRATION	CITY COUNTRY
DATE OF MAIN REGISTRATION	
	DD MM YYYY
VAT number	
ADDRESS OF	
HEAD OFFICE	
POSTCODE	P.O. BOX CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

²³ National denomination and its translation in EN or FR if existing.

²⁴ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

²⁵ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.2 Public-law body²⁶ (if applicable)

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

OFFICIAL NAME²⁷	
ABBREVIATION	
MAIN REGISTRATION NUMBER²⁸	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN	
REGISTRATION	CITY COUNTRY
DATE OF MAIN REGISTRATION	
	DD MM YYYY
VAT NUMBER	
OFFICIAL ADDRESS	
POSTCODE	P.O. BOX
	CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

²⁶ meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

²⁷ National denomination and its translation in EN or FR if existing.

²⁸ Registration number in the national register of the entity.

6.1.3 Subcontractors

Name and legal form	Address / Registered office	Regards

6.2.1. Tender form – Prices - Lot 1 (please do not change the format)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted, at each time there is a new purchase order, 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.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.1., must be included in the tender with unit prices and total prices by item/LOT.

On point 6.2.1., the tenderer provides an inventory of items by Lot and related unit prices and total prices for this 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.

6.2.1. The firm should provide the price per lot and per item as listed in the section “Item/equipment” of the detailed specifications.

LOT1: General analytical equipment

Item n°	Description	Unit price (per item or per package)	Maximum quantities	Total costs incl. VAT in euros (DDP)
1	HPAEC-PAD		1 set	
2	HPLC system with Refractive Index detector		1 set	
3	Multidetector GPC/SEC System		1 set	
4	pH meter with printer		2 set	

5	Analytical Balance		2 set	
6	Water Purification System		1 set	
7	Inspection Light box		2 Pcs	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.2.2. Tender form – Prices – Lot 2 (please do not change the format)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted, at each time there is a new purchase order, 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.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.2., must be included in the tender with unit prices and total prices by item/LOT.

On point 6.2.2., the tenderer provides an inventory of items by Lot and related unit prices and total prices for this 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.

6.2.2. The firm should provide the price per lot and per item as listed in the section “Item/equipment” of the detailed specifications.

LOT2: Molecular biology equipment

Item n°	Description	Unit price (per item or per package)	Maximum quantities	Total costs incl. VAT in euros (DDP)
1	Microplate reader: Multi-Mode Microplate Reader		1 Pc	
2	Microplate Spectrophotometer		3 Pcs	
3	Microplate Washer & Dispenser		1 Pc	
4	Isothermal fluorescence PCR		1 Pc	

5	Thermomixer		3 Pcs	
6	Microplate shaker		1 Pc	
7	Micro centrifuge		3 Pcs	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.2.3. Tender form – Prices – Lot 3 (please do not change the format)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted, at each time there is a new purchase order, 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.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.3., must be included in the tender with unit prices and total prices by item/LOT.

On point 6.2.3., the tenderer provides an inventory of items by Lot and related unit prices and total prices for this 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.

6.2.3. The firm should provide the price per lot and per item as listed in the section “Item/equipment” of the detailed specifications.

LOT3: Electrophoresis and Nucleic Acid analysis equipment

Item n°	Description	Unit price (per item or per package)	Maximum quantities	Total costs incl. VAT in euros (DDP)
1	Mini-Cell Electrophoresis System		5 set	
2	Gel - Imaging Scanner		1 Pc	
3	Chemiluminescent Imaging System		5 set	
4	Lateral flow strip cutter		1 Pc	

5	Nucleic Acid Analyzer		1 Pc	
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Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.2.4. Tender form – Prices – Lot 4 (please do not change the format)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted, at each time there is a new purchase order, 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.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.4., must be included in the tender with unit prices and total prices by item/LOT.

On point 6.2.4., the tenderer provides an inventory of items by Lot and related unit prices and total prices for this 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.

6.2.4. The firm should provide the price per lot and per item as listed in the section “Item/equipment” of the detailed specifications.

LOT4: Temperature control and biological storage equipment

Item n°	Description	Unit price (per item or per package)	Maximum quantities	Total costs incl. VAT in euros (DDP)
1	CO2 incubator		2 Pcs	
2	Ultra Low Freeze		2 Pcs	
3	Ultra Low Freeze		1 Pc	
4	Microbiological Safety Cabinet		3 Pcs	

5	Laboratory refrigerator (+2 to +8°C)		2 Pcs	
6	Vertical Light Stability chambers		2 Pcs	
7	Thermostability chambers		2 Pcs	
8	Benchtop Freeze Dryers		1 Pc	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.2.5. Tender form – Prices - Lot 5 (please do not change the format)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted, at each time there is a new purchase order, 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.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.5., must be included in the tender with unit prices and total prices by item/LOT.

On point 6.2.5., the tenderer provides an inventory of items by Lot and related unit prices and total prices for this 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.

6.2.5. The firm should provide the price per lot and per item as listed in the section “Item/equipment” of the detailed specifications.

LOT 5: IT equipment

Item n°	Description	Unit price (per item or per package)	Maximum quantities	Total costs incl. VAT in euros (DDP)
1	Workstations / Server		10 Pcs	
2	Mobile Workstation PC		4 Pcs	
3	Server with max memory 2048 GB		1 Pc	
4	Server max RAM up to 6TB		1 Pc	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.2.6. Tender form – Prices - Lot 6 (please do not change the format)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and inclusive of VAT:

VAT percentage:%.

Should this tender be approved, the performance bond will be constituted, at each time there is a new purchase order, 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.

In order to correctly compare the tenders, the duly signed information or documents mentioned below on point 6.2.6., must be included in the tender with unit prices and total prices by item/LOT.

On point 6.2.6., the tenderer provides an inventory of items by Lot and related unit prices and total prices for this 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.

6.2.6. The firm should provide the price per lot and per item as listed in the section “Item/equipment” of the detailed specifications.

LOT 6: Laboratory consumables

Item n°	Description	Unit price (per item or per package)	Maximum quantities	Total costs incl. VAT in euros (DDP)
1	Mini cell Electrophoresis set (2)		2 Pcs	
2	Micropipetters, single channel; 20-200 µL with 96 pipette tips		5 Pcs	
3	Micropipetters, single channel; 0.5-10 µL with 96 pipette tips		5 Pcs	
4	Micropipetters, single channel; 2-20 µL with 96 pipette tips		5 Pcs	

5	Micropipetters, single channel; 100-1000 µL with 96 pipette tips		5 Pcs	
6	Micropipettor; multiple channel; 8 Chnl, 5-50 µL and 50-300 µL with 96 pipette tips		2 Pcs	
7	Electronic Pipette Controller 0-100ml, incl. mains/power supply device, wall mounting device, shelf stand, 2 membrane filters 0.45 µm		2 Pcs	
8	Pipette Racks; Carousel Pipet Rack		5 Pcs	
9	Pipette Tips: 0.1 - 10 µL		1000 tips	
10	Pipette Tips: 0.5 - 20 µL		1000 tips	
11	Pipette Tips: 0.5 - 20 µL		1000 tips	
12	Pipette Tips: 2 - 300 µL		1000 tips	
13	Pipette Tips: 100 - 1000 µL		1000 tips	
14	Vortexer		3 Pcs	
15	Light box		1 Pc	
16	96 well Assay/Reader Microplates		400 plates	
17	384 well Assay/Reader Microplates		160 plates	
18	SDS and Native PAGE, IEF kit		20 kits	
19	NaOH 50 % for HPLC, 1 litre		5 bottles	
20	CH ₃ COONa anhydrous for HPLC, 1 litre		5 bottles	
21	HCl 1N, 1 litre		5 bottles	
22	L(-)Lactose		1 kg	

23	D(+) Glucose		1 kg	
24	HPLC Column Carbopac PA10		20 pcs	
25	PVDF Membrane Filter, 0.45 µm Pore Size		25 packs	
26	Apyrogen tips 250µL		1000 pcs	
27	Apyrogen tips 1000 µL		1000 pcs	
28	Apyrogen tubes 10x75mm		50 reservoirs	
29	Apyrogen reservoirs		50 reservoirs	
30	Kit ENDOZYMEIIGO		15 kits	
31	PNPP 5 mg		15 pcs	
32	TMB/H ₂ O ₂ , 100ml		5 bottles	
33	Amplification Ab: VECTASTAIN® ABC-HRP Kit		5 bottles	
34	TMB/H ₂ O ₂ (Tétraméthylbenzidine)		5 bottles	
35	Hydrochloric Acid solution 1N, 1 litre		5 bottles	
36	Acetic Acid 100%, 1 litre		5 bottles	
37	Orthophosphoric acid, 1 litre		5 bottles	
38	65% nitric acid, 1 litre		5 bottles	
39	Hydrochloric acid 2mol/l (2N)		5 bottles	
40	Sulfuric acid 67%, 1 litre		5 bottles	
41	Titrisol HCl 0.01N, 1 litre		5 bottles	
42	Gel drying solution, 500 ml		5 bottles	

43	EDTA disodium salt, dihydrate (Titriplex II), 250g		5 bottles	
44	Fuming chloric acid 37, 1 litre		5 bottles	
45	Temperature and Humidity Data Logger with Display		20 pcs	
46	Electronic multi-channel, 8 channel pipette for 96 well plates		2 Pcs	
47	Accessories for HPLC: Pre-columns		5 pcs	
48	Accessories for HPLC: Seals for the pumps		50pcs	
49	Accessories for HPLC: Capillaries		30 pcs	
50	Accessories for HPLC: Frits		30 pcs	
51	Accessories for HPLC: Pistons		4 pcs	
52	Accessories for HPLC: Needles		2 pcs	
53	Accessories for HPLC: UV lamps		2 pcs	
	Accessories for HPLC : Vials & caps (Vials must be amber vials)		20 boxes of 50pc each	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.3. Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° Involvement in a criminal organisation
 - 2° **corruption**
 - 3° **fraud**
 - 4° terrorist offence, offence linked to **terrorist** activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **money laundering or financing of terrorism**
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under **illegal** status
 - 8° the creation of a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer which fails to fulfil his obligations relating to the **payment of taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges;
3. The tenderer is in a state of **bankruptcy, liquidation, cessation of activities, judicial reorganisation** , or has admitted bankruptcy , or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered serious professional misconduct, among others:

A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 ;
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5. When a conflict of interest cannot be remedied by other, less intrusive measures;
6. Significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.
Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.
The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.
7. Restrictive measures have been taken vis-à-vis the supplier with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

8. The tenderer or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

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

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

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Location:

Signature

6.4. Integrity Statement of the tenderer

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I / we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the supplier from this and other public contracts for Enabel.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Date

Location

Signature

6.5. Selection file – Economic capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In the past three financial years the tenderer must have achieved the average turnover of at least the value of the Lot.</p> <p>He shall include in his tender a statement on the total turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements (which should also be annexed to the proposal).</p>	<p>The statement on the average turnovers achieved during the past three financial years</p>
<p>The tenderer must also provide evidence of his financial solvability.</p> <p>This financial capacity will be evaluated on the basis of the approved Financial Statements for the last three financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.</p> <p>Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.</p> <p>Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender.</p> <p>This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired.</p>	<p>The approved Financial Statements documents of the last 3 years, to be attached</p>

6.6. Selection file – Technical aptitude

<p>Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017</p>	
<p>The tenderer is required to meet the following minimum requirements:</p> <ul style="list-style-type: none"> ➤ <u>For each of the Lot:</u> The bidder must have at least 5 years' general experience in the business of Supplying IT and Laboratory equipment or equivalent supplies ➤ <u>For lot 1, 2, 3, 4 and 6,</u> the bidder should have performed at least 3 similar assignments (Supply of laboratory equipment or equivalent supplies) in the past 5 years (proven by related certificates of good completion or other relevant documents). ➤ <u>For lot 5,</u> the bidder must have performed at least 3 similar assignments (Supply of IT equipment or equivalent supplies) in the past 5 years (proven by related certificates of good completion or other relevant documents). <p>The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients.</p> <p>The references are backed by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the supplier.</p>	<p>PROVIDE THE PROOF OF THE MINIMUM REQUIRED PROFILE for the firm as described here.</p>
<p>An indication of the proportion of the contract which the supplier intends possibly to subcontract.</p>	<p>Annex the related supporting documents</p>

Other documents to be provided

6.7. Power of attorney

The Bidder shall include in his tender **the power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

6.8. Incorporation certificate

The Bidder shall include in his tender **the incorporation certificate/trading licence**²⁹ from the competent authority.

6.9. VAT Registration certificate

6.10. Non-Bankruptcy certificate

6.11. Criminal record certificate for the person mandated to commit for the firm.

6.12. Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification²⁹ from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the **2nd term of 2024**.

6.13. Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**²⁹ (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

²⁹ In case of a consortium or a temporary association, the certificate must be submitted for all members.

6.14. List of the similar supply deliveries

Bidder must provide in his bid the list of the **main similar supplies (min. 3) delivered in the last 5 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the Bidder has experience in delivering those supplies.

The total amount of each listed delivery (contract) during the last 5 years must be equal or higher to the amount of their bid in euros to qualify as financially similar.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 5 years	Name of the Client

6.15. Certificates of completion

For each of the listed projects (minimum 3), the Bidder must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

6.16. Model of Bank guarantee

Bank X

Address

Performance guarantee n° X

This performance guarantee is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of

X € (X euros)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents **Enabel RWA21001-10019**” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance guarantee shall be released in accordance with the provisions of the tender documents Enabel RWAX and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance guarantee must be addressed by registered mail to the Bank X, address, with mention of the reference: **Enabel RWA21001-10019**.

Any payment made from this performance guarantee will ipso jure reduce the amount secured by the Bank.

The performance guarantee is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X

Signature:

Name:

.....

6.17. Annexes

6.16.1. GDPR clause (in case where service provider will process personal data)

This Annex must be used where the contractor is a subcontractor in the meaning of the GDPR, i.e. a natural or legal person which processes personal data on behalf of Enabel.

Personal data = any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

AGREEMENT on the Processing of personal data (GDPR)

BETWEEN:

Contracting authority: Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by: [.....],

Hereinafter referred to as 'the contracting authority' or 'personal data controller'.

AND:

Contractor: [.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],

in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as 'the contractor' or 'processor'.

The contracting authority and the contractor are referred to separately as a 'Party' and are jointly referred to as the 'Parties'.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1: Definitions

- 1.1. Terms such as 'process'/'processing', 'personal data,' 'personal data controller', 'processor' and 'personal data breach' must be interpreted in light of data protection legislation. 'Data protection legislation' refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and 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.

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
 - a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority's relate;

- d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

- 4.1. **Legal conformity.** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach
- (b) The categories of personal data
- (c) The categories and approximate number of data subjects concerned
- (d) The categories and approximate number of personal data records concerned
- (e) The likely consequences of the personal data breach

- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.

- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.
- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR.³⁰
- 7.2. The contractor may engage another subcontractor (hereinafter, the ‘subsequent subcontractor’) for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the

³⁰ To be adapted in accordance with Tender Specifications.

subcontracting contract. The contracting authority disposes of 30 days from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.

- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GDPR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

- 7.5. Where the subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of that subsequent subcontractor's obligations.
- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
 - The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
 - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
 - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.

- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority falls under the supervision of one or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contractor's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.

- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.
- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

- 15.1. The contractor undertakes to guarantee the confidentiality of personal data and of their processing.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
 - To refer the dispute to mediation with an independent person
 - To refer the dispute to the courts of the place of establishment of the contracting authority

18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.

19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor³¹

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

2. The categories of personal data that the subcontractor will process on behalf of the controller (*indicate as appropriate).

- Personal identification data (e.g. name, address and telephone)
- Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- Biometric identification data (e.g. fingerprints, iris scan, etc.)
- Copies of identity documents
- Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- Physical data (e.g. height, weight, etc.)
- Habits of life
- Psychological data (e.g. personality, character, etc.)
- Family composition
- Leisure and interests
- Memberships
- Consumption habits

³¹ To be filled out by the contracting authority and the contractor.

- Education and training
- Career and occupation (e.g. function, title, etc.)
- Images/photos
- Sound recordings
- National Social Security Register Number/Identification Number
- Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- Other categories of data, <Describe>

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs
- Data concerning health (Art. 9 GDPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data
- Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- (Potential)/(former) clients

If yes, <describe>

- Applicants and (former) employees, interns, etc.

If yes, <describe>

- (Potential)/(former) suppliers

If yes, <describe>

- (Potential)/(former) (business) partners

If yes, <describe>

- Other category

If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of following subsequent subcontractors/processors:

<Describe>

9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name: ³²	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the subcontractor's:

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

Annex 2: Security of processing³³

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.³⁴

³² Identify the person responsible of the project/department/other as appropriate

³³ To be filled out by supplier

³⁴ Consideration 81 of the GDPR

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]