

**SPECIFICATIONS**

**FOR A CONTRACT**

 **SUPPLY OF SPORTS EQUIPMENT**

**Country: Rwanda**

Reference of the call for tender: **RWA/TES/SE01**

**1. PLAY International**

PLAY International is a French NGO founded in 1999 on the conviction that sport is a source of solutions to our social challenges. PLAY International's main mission is to design and implement education and inclusion projects for children and young people in vulnerable situations, using sport as a teaching tool. The NGO works in particular on issues such as access to and retention in school, equality between girls and boys, community reconciliation, health prevention - eating well, moving well, sleeping well, using screens well, changing attitudes to disability, etc. Since its creation, PLAY International has implemented educational and humanitarian projects in France and abroad in over 20 countries, benefiting almost 1 million children. Today, the association has 6 missions in Burundi, the Comoros, France, Kosovo, Senegal and Rwanda. PLAY International is a member of the Groupe SOS.

PLAY International has been present in Rwanda since 2023.

**2. Instructions to** *tenderers*

These Instructions to Tenderers set out the rules for the submission, selection and implementation of actions under this call for tenders.

Costs incurred by the bidder in preparing and submitting proposals will not be reimbursed.

By submitting its tender, the tenderer accepts the entirety, without restriction, of the general and special conditions governing these contracts, as the sole basis for this procedure, whatever its own conditions of sale, which it declares to waive.

Tenderers are deemed to have carefully examined and complied with all forms, instructions, contractual provisions and specifications contained in these tender documents.

Any tenderer who fails to provide all the necessary information and documents within the required deadline will have their tender rejected.

No reservation made in the tender in relation to the tender documents may be taken into account; any reservation will result in the immediate rejection of the tender without further evaluation.

# Description of the service

PLAY International would like to sign a framework contract for the supply of sports equipment with local or international suppliers. Interested suppliers will be able to obtain, free of charge, the specifications for this invitation to tender and the details of the specific items comprising the contract criteria before 30/05/2025 at 12:00PM (Kigali Hour)

1. By e-mail, to the following address: rwanda@play-international.org
2. In the offices of PLAY International Rwanda, in Kigali.

Kicukiro, KK 10 Av. Imela house, 5th Floor, Kigali.

Tel: +250 796 174 121

PLAY International may choose to award the contract to the supplier with the lowest technically compliant offer, taking into account approved discounts and delivery times. With regard to the budget, PLAY International reserves the right to review the number of sports equipment items when the contract is awarded.

# Participation

Participation in the procedure is open to all natural or legal persons in Rwanda who possess all the administrative documents referred to in these specifications.

Any company submitting a complete CAD and meeting the criteria set out above is eligible for the award of this contract.

**Nationality rule:** Not Applicable.

**Rule of origin:** This will be specified in the criteria.

Candidates or tenderers are excluded from participation in a contract:

**(a) are** bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

**(b)** who have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata ;

**(c)** they have been guilty of grave professional misconduct proven by any means that the contracting authorities can justify ;

**(d)** they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

**(e)** they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' or donors' financial interests;

**(f)** which, following another procurement procedure or grant award procedure financed by the Community budget or donors, have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

**(g)** Are on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, in particular to combat the financing of terrorism and breaches of international peace and security;

**(h) have been** terminated to their sole detriment within the last five years for serious or persistent failure to comply with their contractual obligations during the performance of a previous contract, provided that this sanction has not been challenged by them or given rise to a court decision overturning the termination to their sole detriment;

**(i)** have not fulfilled their obligations relating to the payment of taxes in accordance with the legal provisions of the country in which the applicant is established or those of the country of the Purchaser ;

**(j)** Are subject to an exclusion order issued by the World Bank and appear as such on the list published at http://www.worldbank.org/debarr, subject to any additional information that candidates may deem useful to provide in the Declaration of Integrity, which would make it possible to consider that this exclusion order is not relevant in the context of this contract;

**Contracts may not be concluded with candidates who, during the tender procedure :**

1) Conflicts of interest ;

2) Are guilty of misrepresentation in giving the information requested by the humanitarian organisation as a condition of participation in the contract procedures or have not given this information. For the candidate(s) awarded the contract, if after the contract has been signed, the Organisation discovers or becomes aware of any culpable misrepresentation by the candidate(s), the latter will be subject to financial penalties representing 10% of the total value of the contract to be concluded. The rate may be increased to 20% if the offence is repeated within five years of the first violation.

To be eligible to participate in this tender procedure, candidates must prove to the contracting authority that they meet the necessary legal, technical and financial conditions and that they are willing to perform the contract effectively.

# Calendar

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| **Calendar** |
| Open tender reference  | **N° RWA/TES/SE01** |
| Call for applications | 09/05/2025 |
| Withdrawal of files | Until 29/05/2025 at 12:00 PM |
| Deadline for reply/submission | 30/05/2025 at 12:00 PM |
| Evaluation of offers  | 02/06/2025  |
| Request for clarification from the supplier and sample inspection | Between 03/06/2025 and 10/06/2025 |
| Requalification of bidders / Notification | 11/06/2025 |
| Contractualisation | 12/06/2025 |

# Origin and quality

The tenderer warrants to PLAY International that the equipment will be in good administrative order, in good condition, fit for the purpose intended, that it will comply with safety and manufacturing quality standards and that it will correspond to the specifications given below.

Tenderers shall provide PLAY International with

1. Samples of the proposed equipment, which can be delivered either to PLAY International's offices in Rwanda
2. Or a catalogue of the equipment on offer (with photos and technical specifications).

In addition, the articles and/or services will comply with all regulatory obligations and regulations relating to public and private procurement procedures in Rwanda.

Tenderers must indicate their nationality in their tender.

# Quantity

All quantities are specified in the appendix "Technical specifications, quantities and technical offer".

# Type of contract

Call for tenders.

# Currency

Prices must be denominated in the currency of the purchaser's country, RWF, and must include all taxes.

# Period of validity

Each tenderer remains bound by his tender for a period of three (03) months from the effective date of submission of tenders.

If the bidder is not in favour of maintaining the period of validity requested by PLAY International, it must specify the period of validity granted in its bid.

In exceptional cases, and before expiry of the initial period of validity, the contracting authority may ask tenderers in writing for this period to be extended by one (01) month. Tenderers who accept this request are not authorised to modify their tender. In the event of refusal, tenderers cease to participate in the procedure.

The successful tenderer remains bound by his tender until the end of the guarantee period.

# Language of offers

Tenders, correspondence and documents associated with tenders exchanged between the tenderer and the contracting authority must be drawn up in the language of the procedure; in this case, **French**.

Accompanying documents and printed leaflets supplied by the tenderer may be written in another language provided they are accompanied by a reliable translation into the language of the procedure.

For the purposes of interpreting the offer, the language of the procedure prevails.

# Presentation of the offer

Presentation of the main envelope

 Tenderers may submit their applications in a sealed envelope (option 1) or by email (option 2).

**Option 1: sealed envelope :**

Each tender, its annexes and all supporting documents must be submitted in a large sealed A3 envelope, marked on the outside with only the following information:

1. To the address below:

PLAY International,

Kicukiro, KK 10 Av. - Imela house, 5th Floor,

Kigali, RWANDA.

1. The reference of the Open Invitation to Tender and the title of the contract concerned (to which the company is tendering) are as follows: Reference of the call for tenders: RWA/TES/SE1
2. The words "DO NOT OPEN BEFORE THE BID OPENING SESSION".

Please note: it is forbidden to put your company's name and/or stamp on the envelope, in which case your bid will simply be rejected.

If the outer envelope is not sealed and marked as required above, PLAY International will not be responsible in any way if the tender is mislaid or opened prematurely and is therefore invalid.

Tenders from each bidder must be delivered by hand to the PLAY International office against receipt during office hours: 8:30 AM to 5:30 PM Monday to Thursday and from 8:30 AM – 2:30 PM on Friday.

**Option 2: e-mail :**

Each tender, its annexes and all supporting documents must be submitted by e-mail:

1. To the e-mail address given below:

rwanda@play-international.org

1. In the subject line, the reference of the Open Invitation to Tender and the title of the contract concerned (to which the company is tendering) as follows:

RWA/TES/SE1

PLAY International undertakes to open tenders only on the date on which the invitation to tender is opened.

# Content of the offer

For each tenderer and for each contract, the tender offer shall consist of the following documents, which must be duly completed and signed by the tenderer:

* A detailed description of the technical offer in accordance with the technical specifications including, where applicable, documentation, and including the terms of the parts and labour warranty (appendix 1).
* Either a sample of the proposed equipment, or a catalogue of photos of the proposed equipment and its technical specifications, or a combination of both.
* Tender and price proposal form (appendix 2)
* The financial offer (according to the model in appendix 3)
* The Declaration of Integrity, Eligibility and Environmental and Social Responsibility (Appendix 5).
* A list of the contract(s) that the company has already carried out in the same field (contracts or purchase orders attached) or others (sale of sports equipment); At least 3 references (experiences) for similar contracts awarded by organisations with which the tenderer has previously contracted (in accordance with the model in Annex 4)
* The initialled specifications
* Legalized photocopy or simple copy of the RC trade register (RDB certificate) ;
* A document proving the legal identity of the bidder, including the tax registration number (NIF),
* RRA Cleance certificate
* RSSB Cleance certificate
* VAT certificate
* Proof of using EBM (not EBM certificate but an invoice EBM as proof of using it)
* Duly authorised signing authority ;
* Copy of direct debit certificate or valid bank references to which payments must be made if the tender is successful;
* If necessary, any additional documents to complete the proposal;

All the documents making up the file must be initialled, signed and stamped with the tenderer's stamp.

# Deadlines for submitting tenders

Tenders must be received by the closing date, 30/05/2025 at 12:00 PM (Kigali hour), as specified in the tender notice.

# Additional information before the deadline for submission of tenders

If PLAY International, on its own initiative or in response to the request of a potential bidder, provides additional information on the tender documents, it will communicate this information in writing and simultaneously to all other potential bidders.

Tenderers may send their questionnaires in writing to the following address no later than 29/05/2025 at 10:00 (AM), specifying the publication reference and the contract title to E-mail address: rwanda@play-international.org

# Modification of offers

* No additional information will be provided to candidates during the tender procedure. If, on its own initiative, the contracting authority were to provide additional information in the interests of precision, this would be passed on to all candidates. Any candidate who tries to encourage individual meetings with the contracting authority will be excluded from this tender.
* Candidates may modify or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be modified after this deadline. Withdrawals must be unconditional and will terminate all participation in this tender procedure.

# Opening of tenders

The purpose of opening and counting the tenders is to check that the tenders are complete, that the tender guarantees have been provided (if applicable), that the documents have been duly signed and that the tenders are generally in order.

Tenders will be opened in closed session from 11 :00 AM local time on 02/06/2025 at PLAY International's office Rwanda.

Minutes will be drawn up by the committee and will be available on formal request.

When the tenders are opened, the names of the tenderers, the amount of the tenders, any discounts granted, the presence of the required tender guarantee and any other information that the contracting authority considers appropriate must be mentioned.

Once the tenders have been opened, no information relating to the examination, clarification, evaluation and comparison of the tenders, or to the recommendations concerning the award of the contract, will be divulged.

Any attempt by candidates to influence the evaluation committee during the procedure for the examination, clarification, evaluation and comparison of tenders in order to obtain information on the progress of the procedure or to influence the Contracting Authority in its decision on the conclusion of the contract will result in the immediate rejection of the tender.

All tenders received after the closing date for submission of tenders specified in the contract notice or these instructions will be retained by the awarding authority. Bound guarantees may be returned to tenderers on request. No responsibility can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

# Evaluation of offers

The evaluation of bids will be carried out at PLAY International's office by an Evaluation Committee set up for this purpose and this committee will be odd. PLAY International will evaluate and compare the RFPs using an evaluation grid to compare the proposals received in the following order:

1. ***Examination of the administrative compliance of bids, from the point of view of deadlines and technical specifications***

At this stage, the aim is to check that the tenders comply with the essential conditions of the tender dossier. A bid is considered to be compliant if it complies with current business regulations in Rwanda and satisfies all the conditions, procedures and specifications in the bid documents, without deviating substantially from them or attaching restrictions to them.

If a tender does not comply with the tender dossier, it will be rejected immediately and cannot later be redone to comply with the dossier by correcting it or removing the deviation or restriction.

1. ***Examination of the technical compliance of bids***

After analysing the tenders that are considered administratively compliant, the Tender Evaluation Committee will decide on the technical admissibility of each tender for each contract, classifying it as technically compliant, acceptable or non-compliant. The technical evaluation will be based on the attached documents provided in the tender as well as the samples concerning the work to be carried out under the tender and the professional capacity of the candidate.

For this AO, PLAY International will use the selection mode based on :

* Quality (50%)
* Cost (40%)
* Delivery times (10%)

In other words, the contract is awarded to the bid that obtains the highest score following the combination of the technical and financial score and the timetable.

1. ***Examination of the financial compliance of bids***

To facilitate the examination, evaluation and comparison of bids, the evaluation committee may ask each candidate individually to clarify his bid, including any proposed discounts. The request for clarification and the response must be in writing.

**Financial evaluation**: the rates and prices inserted in the invoice of quantities must correspond to the conditions described in the tender documents. The applicant's economic and financial situation will be assessed by the evaluation committee (appendix 4).

Decisions that a tender is not administratively, technically or financially compliant will be duly justified in the rejection letters and the minutes of the meeting of the Tender Evaluation Committee.

The criteria used and their respective importance must be specified.

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| **1** | Compliance of the bid with the administrative, technical and financial documents required in the tender documents. |
| **2** | Tenderers' capacity in terms of technical, material and human resources (for example: equipment for monitoring and detecting faults, qualified technicians for the maintenance and repair of computer equipment, etc.). |
| **3** | Tenderers' references for similar contracts  |
| **4** | Delivery times and availability |
| **5** | Price incl. VAT, Net to PayChecking arithmetic operations, using unit prices in words where necessary to make the necessary corrections |
| **6** | Compliance with the offer validity period |
| **7** | Sufficient financial capacity to be able to advance expenses |

**Final selection:** The committee will not necessarily choose on the basis of the lowest price, but will use criteria such as the quality of the items and services, the price, the services offered and their quality, the delivery time and other criteria such as the experience of a candidate who has successfully carried out similar contracts.

At the end of all the evaluations, the committee will award the contract to the tenderer whose tender is recognised as technically and administratively compliant and the most advantageous in relation to all the above-mentioned criteria.

# Notification and signing of the contract

1. The successful tenderer(s) will be notified in writing that their tender has been selected (notification of the award of the contract).

Before the contract is signed between the contracting authority and the successful tenderer, the latter must provide the documentary evidence or declarations required by the legislation of the country in which the company (or each company in the case of a consortium) is established, showing that it is not in one of the situations listed in point 3 above.

These proofs, declarations or documents must be dated no later than the deadline for submission of tenders. In addition, the successful tenderer must submit a declaration on his honour to the effect that his situation has not changed since the date on which this evidence was drawn up.

If the successful tenderer does not provide these supporting documents or declarations within 10 calendar days of notification of the award of the contract, or if it is found that he has provided false information, the award of the contract will be considered null and void. In this case, the contracting authority may award the contract to another tenderer or cancel the tender procedure.

The successful tenderer signs, dates and returns the signed contract to the contracting authority with the performance bond within 10 days of receipt. Once the successful tenderer has signed, he becomes the contract holder and the contract comes into force.

1. Tenderers unsuccessful in the tender selection process will also be notified in writing by PLAY International, and will have 10 (ten) working days (after notification) to inform (in writing or by telephone) the contracting authority in order to collect the originals of their tender documents.

# Performance guarantee

The performance guarantee concerns the Goods and Services to be offered following this invitation to tender. It consists of assuring the contracting authority that the delivery and/or service will be 100% compliant with the terms of the contract. This is a letter on the company's letterhead.

# Other special provisions

1. ***Payment***

PLAY International will make full payment by bank transfer to the bank address indicated by the supplier, for the order placed, as follows:

* 40% of the amount including VAT within a maximum of 15 days from the date of signature of the contract by both parties.
* 60% of the amount including VAT within a maximum of 30 days from receipt of the equipment and submission of the EBM invoice by the supplier.

The period for which payment will be made will be defined in advance between the successful tenderer and the contracting authority and will be stipulated in the contract.

1. ***Provision of goods and services***

The supplier shall ensure that the equipment received is new and in good condition and in compliance with the technical elements (including samples) provided in its tender.

PLAY International shall inspect the sports equipment within 15 days of receipt of the items. PLAY International shall notify the Supplier of any claim as soon as possible after discovery of the defects, indicating the nature of the defects and providing available evidence. The Buyer shall give the Supplier every reasonable opportunity to inspect such defects. The Supplier shall be responsible for the cost and organisation of the recovery of any material found to be non-conforming. On receipt of such notification, the Supplier shall promptly (within 15 days) repair or replace the defective supplies or parts at no cost to the Purchaser.

If the Supplier, after having been notified, fails to remedy the defect within the prescribed time, PLAY International may take, within a reasonable time, at the Supplier's risk and expense, any necessary remedial action, without prejudice to any other remedies available to PLAY International against the Supplier under the Contract.

The delivery time is that indicated in Appendix 1. Technical Specifications and Technical and Time Schedule. If the Supplier fails to deliver any or all of the Supplies within the time specified in the Contract, PLAY International, without prejudice to any other remedies it may have under the Contract, may deduct from the Contract price, by way of penalty, a sum equivalent to 0.5% of the price of the delayed Supplies, for each week of delay, until actual delivery, up to a maximum amount corresponding to 10% of the Contract price. Once this maximum has been reached, PLAY International may terminate the Contract.

# Ethics clauses

Any attempt by candidates to obtain confidential information, to enter into illegitimate agreements or to influence the committee or the Contracting Authority during the procedure for examining, clarifying, evaluating and comparing tenders will lead to the rejection of their application and may result in administrative penalties.

Without the prior written permission of PLAY International, the tenderer and its staff or any other company with which the tenderer is associated or linked, may not, even on a sub-contract basis, provide services, carry out work or supply equipment for the project.

When an application or tender is submitted, the applicant must declare that it is not affected by any potential conflicts of interest and that there are no links with other applicants or other parties involved in the project. Should such a situation arise during the execution of the contract, the bidder must inform PLAY International immediately.

The tenderer must always act impartially and as a faithful advisor, in accordance with the code of ethics of its profession. The tenderer shall refrain from making public statements about the project or services without the prior consent of PLAY International. The tenderer may not bind PLAY International in any way without PLAY International's prior written consent.

Throughout the duration of the contract, the tenderer and its staff undertake to carry out their activities with the utmost respect for human rights and undertake not to offend in any way the political and cultural principles of the State in which the beneficiary is located.

The tenderer may not accept any payment in connection with the contract other than that stipulated in the contract. The tenderer and its personnel may not engage in any activity or receive any benefit contrary to their obligations to PLAY International.

The tenderer and its staff will be bound by professional secrecy throughout the duration of the contract and after its completion. All reports and documents drawn up or received by the tenderer must remain confidential.

The contract must define the form and use by the Contracting Parties of reports and documents drawn up, received or presented by them during the performance of the contract.

The tenderer must refrain from any relationship likely to compromise its independence or that of its staff. If the tenderer ceases to be independent, the Contracting Authority may, without prejudice and without written notice, immediately terminate the contract and without the tenderer being able to claim compensation.

The Contracting Authority reserves the right to suspend or cancel the financing of the project if corrupt practices are discovered at any stage of the award procedure. The Contracting Authority reserves the right to take all appropriate measures to remedy the situation. This includes the offer of a bribe, gift, gratuity or commission to any person in payment or reward for my performance or abstention from any form of action in connection with the award of a contract or the performance of a contract already entered into with the Contracting Authority.

All offers will be rejected and contracts terminated immediately if it becomes apparent that the performance of the contract has given rise to extraordinary commercial costs.

Such extraordinary costs or expenses consist of commissions that are not mentioned in the main contract or that come from a contract linked to the main contract, commissions that are not paid on the basis of a legitimate and legal service, commissions linked to tax fraud practices, commissions paid to intermediaries or recipients that are not clearly identified, and commissions paid to fictitious companies.

The tenderer must provide the Contracting Authority, at its request, with all documents relating to the conditions of performance of the contract. The Contracting Authority may carry out any checks on documents or on site that it deems useful and necessary in its search for evidence in the event of suspicions relating to this type of extraordinary costs and expenses.

By submitting an application or a tender, the candidate formally undertakes not to use child labour. It undertakes to respect social rights and regulations on working conditions and safety at work. The Contracting Authority may carry out any documentary or on-site checks it deems useful or necessary to verify the application of these principles.

# Corruption and fraudulent practices

PLAY International staff and suppliers must observe the strictest professional ethics at all times. In particular, they must refrain from corruption or any other form of fraud. In accordance with this principle, the above expressions are defined as follows:

1. Any person who offers, gives, solicits or accepts an advantage of any kind with a view to influencing the action of a public official during the award or performance of a contract is guilty of "corruption", and
2. Fraudulent manoeuvres" are committed by anyone who distorts or misrepresents facts in order to influence the award or performance of a contract in a manner prejudicial to the Beneficiary country. "Fraudulent manoeuvres" includes in particular any agreement or collusive manoeuvre by tenderers (before or after submission of the tender) aimed at artificially maintaining tender prices at levels that do not correspond to those that would result from free and open competition, and depriving the Beneficiary of the advantages of such competition.
3. Anyone who provides, solicits or accepts several quotations issued by the same supplier under different company names and/or different registration numbers is guilty of "corruption".

# Cancellation of the open tender procedure

If a tender procedure is cancelled, the candidates will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of a tender has been opened, the sealed envelopes will be returned to the candidates.

Cancellation may occur if :

* The open tender procedure has failed, i.e. if none of the tenders received meets the requirements stipulated in the specifications, if these tenders exceed the maximum amount estimated by the contracting authority or if there is no response ;
* The economic or technical parameters of the project have been substantially altered;
* Exceptional circumstances or force majeure have made normal execution of the project impossible;
* All technically compliant bids exceed the financial resources available;
* There are irregularities in the procedure, particularly in cases where these prevent fair competition.

In no event will the Contracting Authority be liable for any damages whatsoever arising out of such cancellation (particularly damages for loss or profit), even if the Contracting Authority has been advised of the possibility of such damages. The publication of a notice for the provision of services does not commit the Contracting Authority to implement the programme or project announced.

Read and approved,

**Name :**

**Function :**

**Date :**

**Signature and company stamp :**

**3. TECHNICAL CLAUSES**

The purpose of the Technical Specifications is to define the technical characteristics of the Supplies and/or Related Services requested by the Contracting Authority.

The Contracting Authority shall prepare the detailed technical clauses taking into account that :

* The technical clauses constitute the reference against which the Contracting Authority checks the compliance of the bids and then evaluates the bids. Consequently, well-defined technical clauses facilitate the preparation of compliant bids by Tenderers and the preliminary examination, evaluation and comparison of bids by the Contracting Authority;
* The technical clauses require that all supplies, as well as the materials of which they are made, are new, not used, of the most recent or current model, and that they incorporate all improvements in terms of design and materials, unless the contract stipulates otherwise;
* Standardization of technical clauses can be advantageous and depends on the complexity of the Supplies and the repetitive nature of the contracts in question;
* Tenderers must provide a guarantee;
* The equipment, material and labour standards specified in the tender documents should not be restrictive. International standards should be used wherever possible. Where unavoidable, such a description of an item should always be accompanied by the words *"or equivalent"*.
* The technical clauses must describe in detail the requirements concerning, among other things, the following aspects:
1. Material and manufacturing standards required for the production and manufacture of the Supplies ;
2. Details of tests (type and number);
3. Concurrent services required to ensure proper delivery (installation and supply services);
4. Detailed activities to be carried out by the Tenderer, possible involvement of the Contracting Authority in these activities ;
5. List of operating guarantees (details) covered by the Guarantee and details of penalties applicable in the event of failure to comply with these operating guarantees.
* The technical clauses specify the main technical operating characteristics required, as well as other requirements, such as maximum or minimum guaranteed values, as appropriate. If necessary, the Contracting Authority includes an ad hoc form (attached to the Letter of Tender) in which the Tenderer provides detailed information on the acceptable or guaranteed values of the operating characteristics.

Where the Contracting Authority requires the Tenderer to provide in its tender some or all of the technical clauses, technical documents or other technical information, it shall specify in detail the nature and quantity of the information requested, as well as its presentation in the tender.

**The related Supplies and/or Services must comply with the specifications and standards notified in Annex 1.**