



## **Tender Specifications**

**RWA19009-10119 of February 2023**

**PUBLIC SERVICE CONTRACT FOR THE  
RECRUITMENT OF A CONSULTING FIRM TO  
PERFORM “A DETAILED DESIGN OF THE  
CONSTRUCTION WORKS OF NYARUGENGE  
DISTRICT HOSPITAL PHASE 2 - EXTENSION”**

**Open procedure**

**Navision code: RWA1900911**

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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 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate from Article(s) 25-33 of the General Implementing Rules (see point 4.8 “Performance guarantee”).

### 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, 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 contract, Enabel is represented by **Mr. Dirk DEPREZ, Resident Representative of Enabel RWANDA** who will sign the award letter ‘mandataries’ and who is mandated to represent the company towards third parties.

### 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 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- 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<sup>3</sup>, 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;
- 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

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

Organization<sup>4</sup> 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, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) 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 procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- 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;
- local legislation with regards to sexual harassment at the workplace or equivalent
- 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'), 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](http://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>

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

<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> 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/ service provider: The tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in **RWANDA**.

The tender: 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 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 any person as an inducement or reward for performing or refraining from any 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 contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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.

Sub-contractor or processor 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. Processing of personal data by the contracting authority and confidentiality**

### **1.6.1. 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.

### **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. 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 procurement 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 Organisation (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. Applicable law 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.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## 2. Subject-matter and scope of the public contract

### 2.1. Type of contract

This contract is a public service contract.

### 2.2. Subject-matter of the public contract

This public service contract consists in the performance of “**DETAILED DESIGN OF CONSTRUCTION WORKS OF NYARUGENGE DISTRICT HOSPITAL PHASE 2 (Extension)**”, in conformity with the conditions of these Tender Specifications.

### 2.3. Lots<sup>9</sup>

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

The procurement contract has one single Lot, which is indivisible. A tender for part of a lot is inadmissible.

### 2.4. Items

The procurement contract consists of One item (1) with tasks described in ToRs below (See also point 5 of the tender specification)

These tasks are pooled and form one single procurement contract.

### 2.5. Duration of the public contract<sup>10</sup>

Fixed term

The contract starts upon final award notification and has an overall **duration of a maximum of seven calendar months.**

### 2.6. Variants

Required and authorised variants may not be introduced.

Variants are not permitted.

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

### 2.7. Option

Options are not permitted.

### 2.8. Quantity

*(Art. 57 of the Law)*

Quantities are determined in the ToRs (see point 5 of the tender specifications)

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<sup>9</sup> For contracts of a value equal to or greater than EUR 135 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

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

## 3. Procedures for the public contract

### 3.1. Award procedure

This contract is awarded in accordance with Article 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 (via e-notification).

#### 3.2.2. Enabel publication

This contract is furthermore published on the Enabel website ([www.enabel.be](http://www.enabel.be)) **from 10/02/2023 to 29<sup>th</sup>/03/2023.**

This contract is also published in the Rwandan local newspapers – **New times & Job in Rwanda.**

### 3.3. Information

The awarding of this contract is coordinated by **Mrs. Françoise MUSHIMIYIMANA, National Expert in Contracting and Administration at Enabel Rwanda** – [francoise.mushimiyimana@enabel.be](mailto:francoise.mushimiyimana@enabel.be).

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 14/03/2023 inclusive (15 days before the deadline for submission of bids), candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to

Ms Françoise MUSHIMIYIMANA, ([francoise.mushimiyimana@enabel.be](mailto:francoise.mushimiyimana@enabel.be)),

with copy to

Ladislav HAVUGIMANA ([Ladislav.havugimana@enabel.be](mailto:Ladislav.havugimana@enabel.be))

And

Evariste SIBOMANA, ([evariste.sibomana@enabel.be](mailto:evariste.sibomana@enabel.be))

They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above **at the latest 10 days before the deadline.**

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](http://www.enabel.be)

To be able to submit a tender in full knowledge of the facts, the tenderer may visit the website. [www.enabel.be](http://www.enabel.be)

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.

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 tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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 are bound by their tender for a period of 120 calendar days from the reception deadline date.

#### **3.4.3. Determination of prices**

All prices given in the tender form must obligatorily be quoted in EUROS all taxes inclusive. **(Including VAT and the applicable WHT).**

This procurement 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 mentioned in the inventory to the quantities actually performed.

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.

#### **Elements to be included in the price**

*(Art. 32 §3 Royal Decree 18.04.2017)*

The tenderer is to include in his unit and global prices any charges and taxes generally applied to services, **including value-added tax<sup>11</sup>**.

The following are in particular included in the prices:

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<sup>11</sup> For international bidders, the reverse VAT of 18% will be applicable (art.12 of the law 37/2012 of 09/11/2012), together with a withholding tax of 15%

- **Experts' costs include** fees, per diems, accommodation costs, local and or international transport costs, insurance costs, security costs, communication costs (including the internet), the cost of office including water, electricity, and fuel, as well as all the refundable expenses expended for the supervision and control services including the rent of the drilling and topographic equipment if needed. Administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that the contracting authority can require, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract, Transport outside Kigali and the applicable **Withholding taxes**.
- **Reimbursable costs** (paid based upon the presentation of justification documents, up to the maximum budget set and accepted in the financial proposal): **only international travel costs and visa costs (if any)**,
- Enabel does not reimburse international travel days.

#### 3.4.4. How to submit tenders?

*(Article 54 et seq. and Art. 83-84 of the Royal Decree of 14 April 2017)*

Without prejudice to any variants, the tenderer may only submit one tender per contract.

The tenderer submits his tender as follows:

- **The tender will be drawn up in 3 copies, one of them being the original and two copies.**
- **A soft Copies (exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick. Bidders who do not submit the required copies (hard and the soft copies), might be rejected.**

It is submitted in a properly sealed envelope bearing the following information: Tender **RWA19009-10119**\_Opening of tenders on **29<sup>th</sup> March 2023 at 10:00 AM Kigali time**. It must be sent to

**The Attention of Françoise MUSHIMIYIMANA**  
**National ECA - Enabel Rwanda**  
**Belgian development agency**  
**KN 67 Street, plot N° 10**  
**SORAS Towers, Wing A, 6<sup>th</sup> Floor**  
**Opposite St Michel Catholic Church**  
**B.P. 6089 KIYOVU**

It may be submitted:

- a) Either By post mail (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 delivered by hand directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

The service can be reached on working days during office hours: from 8 am to 12:30 pm and from 1:30 pm to 5 pm (Rwanda time)

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted<sup>12</sup>.

### **3.4.5. 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.

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 fax or 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.

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in paragraph 1 is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

### **3.4.6. 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 **29 March 2023 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 on **29 March 2023 at 10:30 AM**.

### **3.4.7. Selection of tenderers**

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

#### **3.4.7.1. Exclusion grounds**

*Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18 April 2017*

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

By submitting this tender and **by signing the ‘Declaration on honour – exclusion criteria’, which is included in these tender specifications**, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

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Art. 83 of the Royal Decree Award



For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

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. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

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.

#### **3.4.7.2. Selection criteria**

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

Moreover, by means of the documents requested below **IN THE SELECTION FILE (points 6.6 & 6.7 of the TD)**, 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 company/firm as well as the minimum required profile for the Key Experts & equipments will be analysed at the selection stage.**

**The bidders/tenderers who will not meet the minimum requirements will not be selected for the award stage.**

Only tenders from tenderers who meet 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.

#### **3.4.7.3. 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, 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).

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

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any 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.

#### **3.4.8. 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:

#### **a) Technical Proposal - 70%**

The tenderer presents the detailed methodology to perform the requested services showing the suitability with Terms of Reference and comments made on it, activity schedule, staff schedule and work organization between team members based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

1.	Adequacy and relevance of the proposed methodology including the details on how all activities and sub-activities will be performed and approach to be used and the proposed Study methods by stage of the performance of the assignment	<b>25 points</b>
2.	Analysis of issues and needs of the required work, understanding of ToRs, Risk analysis, and proposed mitigation measures)	<b>15 points</b>
3.	Relevance of work plan & timetable of activities/ sub-activity and work distribution between the team members  i. Adequacy and relevance of the proposed work plan <b>10 Pts</b> ii. Adequacy of resources allocated by phase and by task <b>20 pts</b>	<b>30 points</b>

**The Adequacy of resources allocated by phase and by task (ii) will be assessed based on the table below:**

**Work distribution to key experts**

	Experts	Activity / Man-days distribution by activity and per relevant staff	Inception report	Master plan review	Preliminary Design	Detailed design	Building Permit	Draft Tender Document (BoQ, Technical specifications, Cost estimates)	Final TENDER DOCUMENT
1	Project Manager/Team Leader	person-days							
2	Architect or Civil Engineer	person-days							
3	Structure Engineering	person-days							
4	Quantity surveyor	person-days							
5	Environmentalist	person-days							
6	Electrical engineer	person-days							
7	Mechanical engineer	person-days							
8	Health Specialist/Medical Specialist	person-days							
9	Biomedical Engineer	person-days							
10	IT Specialist	person-days							
11	Land surveyor	person-days							
12	Geotechnical engineer	person-days							
<b>TOTAL (person-days)</b>			<b>Max 10 person-days</b>	<b>Max 115 person-days</b>	<b>Max 156 person-days</b>	<b>Max 190 person-days</b>	<b>Max 5 person-days</b>	<b>Max 138 person-days</b>	<b>Max 10 person-days</b>

**For the technical award criteria, average score has to be at least 70% (49/70) to qualify for the award of the tender.**

**The related overall implementation period is estimated as follow:**

<b>Activities</b>	<b>Period (Weeks)</b>
<b>0.0 Inception report (including master plan review)</b>	Max five week
<b>01 – Preliminary Design</b>	Max four weeks after the validation of the inception report
<b>1. STUDIES</b>	
<b>1.1 – Draft and design development</b>	Two weeks after the validation of the preliminary design
<b>1.2 – Detailed design and Building Permit</b>	Six weeks after the validation of the preliminary design  Four weeks after the validation of the detailed design for securing the construction permit
<b>1.3 – Draft Tender Document</b> (BoQ, Technical specifications, Cost estimates, etc.)	Two weeks after the validation of the detailed design
<b>1.4 – Final TENDER DOCUMENT</b>	Max two weeks, including comments from the Client
<b>MAXIMUM CONTRACT DURATION 7 Months</b>	

#### **b) Financial proposal (30%)**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 30}{\text{Amount of tender A}}$$

##### **3.4.8.1. 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 control shows that the Declaration on honour corresponds with reality.

##### **3.4.8.2. Awarding the public contract**

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

The contract will be awarded to the tenderer(s) who has submitted the most economically advantageous tender.

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 contract, either redo the procedure, if necessary, through another award procedure.

### **3.4.9. Concluding the public contract**

#### *Art. 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 via digital platforms, e-mail or fax and, on the same day, by registered post.

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

- These Tender Specifications and its annexes;
- The approved BAFO 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 an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 4. Specific contractual and administrative conditions

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 (see point 4.8 "Performance guarantee").

### 4.1. Definitions (Art. 2)

- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer 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 (if accepted);
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

### 4.2. Managing official (Art. 11)

The managing official is **Eng. Ladislav HAVUGIMANA**, National Technical Assistant\_ Medical infrastructures, **Tel: (+250) 784726363**, e-mail: [ladislav.havugimana@enabel.be](mailto:ladislav.havugimana@enabel.be)

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

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

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.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

### 4.3. Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider undertakes to have the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. **Any replacements must be approved by the contracting authority.**

*Art. 12/3 § 2 of the Royal Decree of 14 January 2013:*

*3° when this involves a service contract in a sector susceptible to fraud, the subcontracting chain may only have two levels at most, namely the contractor's direct subcontractor and the second level subcontractor.*

When the contractor 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.

### 4.4. Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is 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 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 the 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.

## **4.5. Protection of personal data**

### **4.5.1. 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.

### **4.5.2. PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR**

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 6. 18**.

#### 4.6. Intellectual property (Art. 19 to 23)

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

When 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.

#### 4.7. Performance bond (Art. 25 to 33)

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

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions “**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](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and forward it by e-mail to [info.cdcck@minfin.fed.be](mailto:info.cdcck@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.

This proof must be provided as applicable 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.

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 names 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.

#### **4.7.1. Failure to post the performance guarantee (Art. 29)**

When the Service Provider 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 Service Provider 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.

#### **4.7.2. Release of the Guarantee (Art. 33)**

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

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond
- 2° For the 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.

#### **4.8. Conformity of performance (Art. 34)**

The 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.

#### **4.9. 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.

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

##### **4.10.1. Replacement of the contractor (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor 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 contractor 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 contractor'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 contractor 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 procurement 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 contractor 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 contractor** 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 contractor or the contracting authority would normally have become aware of them, the contractor 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. Unforeseen circumstances**

As a rule, the contractor 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.

#### **4.11. Modifications to the contract (Art. 37-38 and 151)**

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered.

2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

#### **4.12. Preliminary technical acceptance (Art. 42)**

The contracting authority reserves the right to request an activity report at any time of the assignment from the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

#### **4.13. Performance modalities (Art. 146 et seq.)**

##### **4.13.1. Deadlines and terms (Art. 147)**

The services must be performed within 7 months as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is included in this calculation.

##### **4.13.2. Place where the services must be performed and formalities (Art. 149)**

The services will be performed in Rwanda

##### **4.13.3. Evaluation of the services performed**

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

#### **4.14. Inspection of the services (Art. 150)**

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

#### **4.15. Liability of the service provider (Art. 152-153)**

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

#### **4.16. Means of action of the contracting authority (Art. 44-51 and 154-155)**

The service provider's default is not solely related to services as such but also to the whole of the service provider'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 contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees 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 service provider 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 contractor 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.

##### **4.16.1. Failure of performance (Art. 44)**

§1 The contractor is considered to be in failure of performance under the 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 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 contractor by registered mail.

The contractor 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 as acknowledgement of the reported facts.

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

#### **4.16.2. Fines for delay (Art. 46 and 154)**

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 contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

#### **4.16.3. Measures as of right (Art. 47 and 155)**

§1 When, upon expiry of the term given in Article 44, §2, the contractor 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 contractor 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 contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

### **4.17. End of the public contract**

#### **4.17.1. Acceptance of the services performed (Art. 64-65 and 156)**

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

#### **4.17.2. Acceptance costs**

Travel costs and costs for the stay of the managing official will be borne by the service provider.

When drawing up his tender, the tenderer shall take into account the acceptance costs if any.

#### **4.17.3. Invoicing and payment of services (Art. 66 to 72 – 160)**

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

**To the attention of Veronique ZINNEN**  
**Intervention Manager \_BARAME Project**  
**Belgian development agency**  
**KN 67 Street, plot N° 10**  
**SORAS Towers, Wing A, 6th Floor**  
**Opposite St Michel Catholic Church**  
**B.P. 6089 KIYOVU**  
**KIGALI- RWANDA**

Only service that has been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days (30) starting on the end date for the services, 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 service provider.

The amount owed to the service provider 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.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

**No advance may be asked by the contractor and the payment is made after acceptance of the related deliverable.**

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 for a: **“DETAILED DESIGN OF THE CONSTRUCTION WORKS OF NYARUGENGE DISTRICT HOSPITAL PHASE 2 - EXTENSION”.**
- the reference of the tender documents: **« RWA19009-10119»**
- the Navision code and the lot number: **“RWA1900911”.**
- the name of the Managing Official: **“Ladislav HAVUGIMANA”.**

Payment will be made in instalments (progress payment) as follows:

<b>Deliverable N°</b>	<b>Deliverable description and report</b>	<b>Payment Instalment</b>
1	<b>Upon approval and acceptance of the inception report</b> on the site assessment, feasibility studies, analysis, and review of the existing master plan for the complete project of 300 beds, phase II (additional 180 beds);	Install 1: 10% experts' costs
2	<b>Upon approval of the report of the Masterplan review and its update</b>	Install 2: 20% Expert costs and reimbursable costs up to date
3	<b>Upon approval of the report</b> on the complete preliminary design for phase II (180 beds);	Install 3: 20% experts' costs and reimbursable costs up to date
4	<b>Upon approval of the report</b> of the full architectural and detailed engineering technical designs for phase II (180 beds);	Install 4: 30% experts' costs and reimbursable costs up to date
5	<b>Upon approval of the report</b> on the complete tender document (TD) for phase II (180 beds) Nyarugenge District Hospital at Nyamirambo sector within the available budget, ready to be submitted to the contractors for bidding, <b>and obtention of the building permit</b>	Install 5: 20% experts' costs and reimbursable costs up to date

#### **4.18. 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 contractor 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:

Enabel, public-law company

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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium



## 5. Terms of reference

### CONSULTANCY SERVICES OF A DETAILED DESIGN OF CONSTRUCTION WORKS OF NYARUGENGE DISTRICT HOSPITAL PHASE 2 (EXTENSION)

**Project title:** Consultancy Services of a detailed design of construction for the proposed Nyarugenge District Hospital Phase 2 (Extension)

**Implementation area:** Nyamirambo Sector, Nyarugenge District, Kigali City, Rwanda, Central Africa

#### 5.1. Background

##### 5.1.1. General background

The Government of Rwanda is currently amid various health sector reforms to improve healthcare quality. Besides, during this last decade, healthcare construction has shown no sign of warning, with key drivers for these changes aging facilities that no longer support efficient and safe care delivery. Urbanization increases healthcare-seeking behavior, advances in treating diseases, rapidly emerging technologies that fundamentally change care delivery processes, and the growing importance of patient- and family-centered care. Most importantly, the heightened focus on improving patient and workforce safety and quality has increased the need to create optimal physical environments.

This document reflects the Directorate General Clinical Services' perspective and makes a plea for an appropriate approach to reorganizing referral systems and delivering healthcare services in Nyarugenge District to minimize hospital costs and improve cooperation between levels of care intended. It aims to bridge the gaps in the local Nyarugenge district healthcare system in response to the relocation of Kigali Teaching Hospital (CHUK) to Kicukiro District (Masaka hospital). It also highlights clear lines and criteria for referral between facilities that will help to ensure equity of geographic access to appropriate treatment at all levels of care. Therefore, investments in developing the required human resources, including more specialist doctors, and improving and expanding health infrastructures are critical elements in this regard. A wide spectrum of services requires investing in biomedical equipment as well. This discussion document is the start of a process for the Ministry of Health to engage with its supportive partners to extend Nyarugenge district hospital in Nyarugenge district.

In response to this problem, with the support of Belgian funds, the Ministry of Health built the first phase of Nyarugenge District Hospital, with a capacity of 120 beds, which has been operational since 2020.

The aim of extending the Nyarugenge District hospital is to increase the number of services provided by the hospital and optimize the delivery of appropriate health services in Nyarugenge to serve patients as close to their homes as possible. It will improve referral processes and physician support, improve care coordination, enhance service quality, and ensure a seamless care delivery system. The hospital will ultimately have a capacity of 300 beds.

In this regard, Enabel Rwanda, plans to launch a tender related to Consultancy Services for a detailed design for the proposed Nyarugenge District Hospital. In this line, hiring services from a Consulting firm for this project is necessary. The terms of reference for consultancy services are given below.

##### 5.1.2. Technical history of the project

The existing Nyarugenge District hospital is built in Cyivugiza Cell, Nyamirambo Sector, surrounded by four asphalt roads with the principal tarmac road. The current hospital comprises one building with two stories, one with three levels, and the facilities' ordinary block. It has a capacity of 120 beds.

The services provided include an emergency department, general outpatients services including dentistry, inpatients wards (maternity, internal medicine, surgery and paediatrics, intensive care unit)



and supportive services with two operating theatres, laboratory, radiology, pharmacy, laundry, sterilization unit and oxygen plant.

## **5.2. Objectives**

### **5.2.1. Overall objectives**

The overall objective of this assignment is:

- a. Extending the capacity of Nyarugenge District Hospital
- b. Completing the service package of Nyarugenge District hospital as per the Ministry of Health requirements

### **5.2.2. Specific objectives**

The specific objectives include:

- a. Increasing the capacity of the hospital from 120 to 300 beds;
- b. Improving the quality of the actual services, including the outpatient service, maternity, operating theatre, storage, laboratory, radiology
- c. Extending services, including those not currently provided in the hospital, i.e., Mental health, Palliative Care, Physiotherapy, Ophthalmology, Isolation, Private ward, Health Promotion, and Rehabilitation services.
- d. Improving utility facilities services, i.e., maintenance & repair workshop, Suspended backup water tank, and Public toilets.
- e. Promote the Welfare of staff and a safe environment by providing an Early Development Child unit at the workplace, Catering, and Tea room

## **5.3. Activities to be Undertaken & content of studies.**

Under the supervision of RBC/SPIU, the City of Kigali, Rwanda Housing Authority, and Enabel Rwanda, the selected firm will conduct a study and assess the requirements of stakeholders and end-users of the facilities and services needed for Nyarugenge District Hospital. The selected firm will review any previous studies, assessments, and investigations, complement them and provide all necessary updates toward making appreciable design and tender documents required for planning the construction of the proposed Nyarugenge District Hospital phase two for an extension of 180 beds.

The contracting authority will approve each assignment step before switching to the next step.

The main activities of the consultancy are to:

- a. To assess the site, undertake feasibility studies, analyze and review the existing master plan for the complete project of 300 beds, phase II (additional 180 beds);
- b. To produce the complete preliminary design for phase II (180 beds);
- c. To produce the full architectural and detailed engineering technical designs for phase II (180 beds) ;
- d. To produce the tender document (TD) for phase II (180 beds) Nyarugenge District Hospital.

The detailed activities must include:

- a. To carry out all technical, environmental, and including verification of existing documents on investigations of terrain identified in collaboration with the district and RBC/SPIU, Ministry of Health, City of Kigali, and Enabel Rwanda to ensure maximum benefits to the end-users of the hospital services and integration of the district hospital development plans keeping harmony with the existing infrastructure.
- b. Develop architectural design for the extension of Nyarugenge district Hospital 180 beds (Second Phase), complying with the existing master plan and preliminary design and as far as possible without interfering with the currently existing medical care and the main services provided
- c. Develop technical and engineering design for Phase two
- d. Prepare a list of medical and non-medical equipment with their technical specifications and estimated cost
- e. Develop a Bill of Quantities and confidential costing
- f. Prepare tender documents for phase II of the project in consultation with the client and the beneficiary and according to RPPA rules and regulations

### **5.3.1. PHASE O – Masterplan review**

#### **5.3.1.1. O1. Review and update of the existing master plan for the complete project (300 beds)**

The Master Plan aim is to design:

- The construction at an efficient cost (cost-benefit ratio) of a functional hospital that is centered on the patient's well-being;
- The respect of international quality standards and national hospital construction standards of reference;
- To narrow, as much as possible, the required budget for constructing the hospital and equipping it.

The Master Plan will provide the main outline of the project, including the extensions and construction of all development phases of the hospital (building of a functional hospital with additional 180 beds). The Master Plan will show the volumes and positioning of the various building units, their connection to (water, electricity, etc.) supply networks, and overall orientation to the sun, the terrain, and to wind (in view of optimized ventilation of the buildings and their protection against unfavorable weather conditions). It will include the future modular extensions in a well-thought and rational way, considering the main flows of circulation (patients, attendants, health, and logistical staff).

The master plan will provide a complete proposition of areas for each room and ward and will be completed with diagrams of each service.

It will also include the first approximate estimates of the requirements of the electricity and water (supply and disposal) networks.

The Master Plan will include an overall layout plan which shows the composition principles of the hospital as a whole, the solar orientation, the size and volume of the various new buildings as such. It will also include the different circulation flows (patients, attendance, health, and logistical staff), the roads and networks (access, parking lot, emergency roads, circulation between buildings, main electrical circuits, supply and disposal of water).

It will also describe the various departments of the hospital and their function in compliance with (International and Rwanda's Ministry of Health) health standards.

Depending on the quality of the final documents for the Master Plan, the studies may include a complete revision of the master plan.

Based on the provisory master plan and a list of remarks, comments, and notes provided by the contracting authority, the selected firm will review and correct the documents and propose them as described above.

The firm shall submit a revised master plan. This report shall constitute an account of the accomplished work. It shall reveal the number of experts employed and their duration of services, the results and recommendations, and the work program for the subsequent timeframe. The report shall identify the problems encountered and those that are liable for affecting the implementation of the study, the potential risks, the delay that could result from it, the reasons, and the attenuation/mitigation measures.

At this stage, the consultant will submit the standards they intend to follow during technical designs. All proposed standards should be in accordance with the relevant Rwandan standards in the field of medical facilities construction and in accordance (equal or above) with relevant building construction standards and regulations in Rwanda.

#### **5.3.1.2. O2. Preliminary design for phase II (additional 180 beds)**

This preliminary design will be guided inter-alia by the approved master plan and site assessment report. The Preliminary Design aim in compliance with International and Rwanda's Ministry of Health is:

- To specify the general required space composition/program of the building in plan and volume with consultation and advice from the client;
- To provide the client with a clear visual impression of the site layout, road access, building exterior elevations, and building interior layout.
- To propose the technical arrangements ;
- To specify the timetable of the project ;
- To establish a first cost estimation of construction ;

The preliminary design concerns only phase II (additional 180 beds).

The preliminary studies will include the target of each room in each building.

The preliminary studies will include a narrative report that explains the project's strategy (including a general technical description and justification), operational choices, etc., completed by:

- Standards architectural plans:
  - The basic overall layout plan (based on the existing situation)
  - All floor plans to scale 1/200 with some details to scale 1/100,
  - Transversal & longitudinal cross-section of standard buildings,
  - Elevation of standard buildings,
  - Usable dimensions of all rooms & floors,
- Numbering and name of all rooms,
- Gross and Net Floor Area of each building,
- A list of the various types of doors & windows frames and ventilation grids,
- A schematic representation of the drainage and sewage system for each building and the whole site.
- The preliminary study of the contours of the parcel in view of controlling and possibly catching runoff water.
- The schematic plans for pedestrians, passageways, access ramps, roads and parking lots,
- The incorporation of waste management systems.
- A first rough cost estimation of construction (broken down between buildings and roads and networks) and non-medical equipment planned under the architectural program, according to available prices (cost/m<sup>2</sup>) at that stage.

The firm shall submit revised preliminary studies or new preliminary studies. This report shall constitute an account of the accomplished work. It shall reveal the number of experts employed and their duration of services, the results and recommendations, and the work program for the subsequent timeframe. The report shall identify the problems encountered and those that are liable for affecting the implementation of the study, the potential risks and the delay that could result from it, the reasons, and the attenuation/mitigation measures.

### **5.3.2. PHASE 1 – STUDIES**

#### **5.3.2.1. 1.1 Detailed design for phase II (additional 180 beds)**

Based on the validated preliminary design, the detailed design aim is:

- To fix all the detailed surfaces of the building ;
- To stop all plans, sections, and dimensions of the structure ;
- To define the constructive principles, materials, and technical facilities ;
- To establish the definitive cost estimation of construction ;
- To stop the program of construction definitively;

All plans to scale 1/100 with some details to scale 1/50. A lower scale may be required depending on the details to be provided.

The detailed design will also include to:

- Produce environmental Impact assessment and provide duly certified from REMA,
- Produce and undertake the detailed schematic designs and detailed architectural drawings for phase II of additional 180 beds (structures, electrical, ICT, mechanical, plumbing, medical gas, etc.) to be prepared in consultation with the key stakeholders, especially the Ministry of Health and the district;
- Determine and harmonize the new constructions with the existing infrastructure keeping their functionalities;
- Produce a room data sheet for all rooms of the building;
- Prepare a cost estimate through a BOQ not exceeding the planned budget provided by the client. The client will approve the cost estimate or any changes.
- Survey the project site with main constraints of the site morphology and immediate environment, roads, water, electricity & telecommunication networks, and level differences between relevant points. Carrying out land surveying and land use planning for the plot.
- Investigation of the hydraulic nature of the ground and performing the geotechnical study,
- Development of all detailed technical plans (BIM model integration) such as:
  - Site plan at the appropriate scale, showing the orientation, the relationship with the surrounding buildings, motor and pedestrian circulation and other networks, new building, the development of the external spaces, drainage system, etc.;
  - Detailed architectural design with proposed equipment, furnitures, fittings and fixtures.
  - Structural design
  - Electrical design with ICT (Internet data connection network, Building Automation & Management System (BAMS)),
  - Mechanical design- Plumbing wastewater treatment, Hot water system, solid and liquid waste management, laundry, kitchen,
  - Fire prevention and control design
  - Medical gas reticulation design
  - External works details
  - Parking facilities
  - Collection and safe disposal of solid wastes
  - External electrical installation
  - Water supply and recirculation
  - Telecommunication and building security (CCTV Cameras Network and Control room, Access control equipment)
  - Perimeter fencing and barriers
  - Landscaping (Gardens, trees, etc.)
  - Internal roads
  - Produce convenient room data sheet

The consulting firm shall verify the existing topographic and geotechnical studies and complete them if required. It shall carry out construction materials investigations and all other studies in the field and in the hospitals to achieve the best design options for the proposed development of the hospital, as well as develop the final technical study.

This report shall contain all architectural and technical detailed designs as described above. It shall include the quantities of all the items of work in the bill of quantities for the laboratories, detailed drawings of the buildings, drawings of road networks and services, drainage recirculation, water supply, and stormwater systems, as well as the electricity and telecommunication networks.

This report should contain the results of the different investigations as well as its findings. It shall also include the recommendations and all the relevant justifications.

The firm shall provide a complete environmental and social impact assessment report. The Project Steering Committee shall examine this report and communicate its observations to the consulting firm.

#### **5.3.2.2. 1.2 TENDER DOCUMENT for the design of phase II – extension (180 beds)**

Based on the validated detailed design, the complete tender documents aim is:

- To specify by plans, sections, and elevations the shapes of various elements of the construction, the nature and characteristics of the materials, and the conditions for their implementation;
- Determine the location and size of all structural elements and all technical equipment;
- Specify the layouts of power supplies and evacuations of all fluids;
- For the electrical part, the complete tender documents will include, in addition to the technical requirements and plans of electrical installations, single line diagrams and schematics for electrical panels, including the main electric panel ;
- To clarify the implementation and execution of all technical conditions, checking, testing, receptions, etc. ...
- Establish a final detailed cost of construction work;
- To determine the overall deadline for completion of the work;
- Provide a list and technical specifications of biomedical and non-medical equipment, the confidential cost estimate of the construction works, and medical and non-medical equipment.

All plans to scale 1/50 with some details to scale 1/20 to 1/2.

The complete tender document will also include to:

- Prepare technical specifications for the works:
- The description of work - technical specifications specific clauses - with possible variants solutions including the technical specifications in terms of materials, their implementation;
- Detailed bills of quantities;
- Plans ;
- A proposed timetable ;
- A proposed division of the work, if needed ;
- Complete Tender Document (with plans, technical description, bill of quantities for the construction work, list and technical specifications of biomedical and non-medical equipment, the confidential cost estimate of the construction works, and medical and non-medical equipment).
- A confidential final estimate.

#### **5.3.2.3. 1.3 Building permit**

Services relating to the building permit phase are:

- The establishment of complete applications for building permits required for construction, including all plans on the scale needed for the administration and any other plans and documents required by the competent administrations;
- The introduction of these documents (number of copies requested by Administrations), then the necessary amendments and additions requested during the procedure in order to obtain the building permit.

#### **Technical documents**

- Technical prescription documents and standard norms to be applied
- Special prescription document of each item to be executed
- Detailed description and quantitative works of each items
- Project implementation plan
- Project operation and maintenance plan including trainings

## **5.4. Work Program and reports**

### **5.4.1. Work program**

The firm will:

- Conduct studies-review and assess the requirements of stakeholders and end-users of the facilities and services needed for the extension of Nyarugenge District Hospital ;
- Provide all necessary design reviews and prepare detailed designs (architectural and technical), and tender documents for the proposed Nyarugenge District Hospital
- Organize his works logically and ensure that the staff assigned to the study is at all times conversant with the necessary specializations for the perfect execution of the services.
- Propose a work plan showing an understanding of the TORs and the ability to translate them into a feasible working plan.

### **5.4.2. Reports**

The main outputs from the consultancy services will include:

- Inception report;
- Master-plan review and update report ;
- Preliminary Design report ;
- Detailed design report;
- Building permit;
- Complete Tender Document (with plans, technical description, bill of quantities for the construction work, list and technical specifications of biomedical and non-medical equipment, the confidential cost estimate of the construction works, and medical and non-medical equipment).

It shall be noted that successive payments will be made upon the client's approval of corresponding reports/deliverables.

It is up to the bidders to specify the contents of each report in their proposals.

Notice: The second phase must complement the first one, with no duplication of services, and the entire hospital must respect all requirements for patient flow. During the execution of the second phase, there should be no disturbances to the services provided in the operational phase one.

#### **Inception Report:**

The firm shall submit a mobilization and commencement report **within one (01) week** after the start-up date. This inception report shall summarize the preliminary observations in relation to the study and shall give a status of all collected data on site (topographical plan, geotechnical report, status of electricity and water as well as other infrastructures nearby the site), social and economic considerations, comments on the analyzed available master-plan and/or preliminary designs, on the staff to be assigned to the study.

The inception report shall be submitted **by email and on 1 USB stick**.

#### **Presentation of the studies:**

Each study step must be orally presented to the contracting authority with video projection.

#### **Studies reports:**

The contracting authority must approve all study steps before the final submission of reports/deliverables.

### **5.4.3. Tender document for phase II (additional 180 beds)**

Based on the validated detailed design, the complete tender documents aim is:

- Specify by plans, sections, and elevations, the shapes of various elements of the construction, the nature and characteristics of the materials, and the conditions for their implementation;
- Determine the location and size of all structural elements and all technical equipment;
- Specify the layouts of power supplies and evacuations of all fluids;
- For the electrical part, the complete tender documents will include, in addition to the technical requirements and plans of electrical installations, single line diagrams and schematics for electrical panels, including the main electric panel ;
- Determine the interdependency with the existing installations;
- To clarify the implementation and execution of all technical conditions, checking, testing, receptions, etc. ...
- Establish a final detailed cost of construction work ;
- To determine the overall deadline for completion of the work.

All plans to scale 1/50 with some details to scale 1/20 to 1/2.

The tender document will also involve:

- The Preparation of technical specifications for the construction works ;
- The description of work - technical specifications specific clauses - with possible variants solutions including the technical specifications in terms of materials, their implementation;
- Detailed bills of quantities;
- Plans ;
- A proposed timetable ;
- A proposed division of the work, if needed ;
- List of biomedical equipment per room and their specifications
- List of furniture equipment per room and their specifications
- A confidential final estimate for the construction works;
- A confidential cost estimate of biomedical equipment;
- A confidential cost estimate of furniture equipment.

All documents will be delivered in hard copy and/or electronic copy (one copy in editable format like Word, Excel, Open Office, BIM, etc., depending on the type of document) and one copy in non-editable format PDF) in the following amounts:

Activities	Hard copy	Electronic copy
00 – Inception report		By email and on 1 USB stick
01 – Master plan review	1	By Email and 1 USB stick
02 – Preliminary Design	1	1 USB stick
1 – Detailed design	2	1 USB stick
1a – Building Permit	1	By email
1b – DRAFT TENDER DOCUMENT	1	By Email and 1 USB stick
1b – Final TENDER DOCUMENT	1	By Email and 1 USB stick

## 5.5. Implementation time frame

### 5.5.1. Studies Deadlines

The details of the deadlines are presented below.



Activities	Period (Weeks)
<b>0.0 Inception report (including master plan review)</b>	Max five week
<b>01 – Preliminary Design</b>	Max four weeks after the validation of the inception report
<b>1. STUDIES</b>	
<b>1.1 – Draft and design development</b>	Two weeks after the validation of the preliminary design
<b>1.2 – Detailed design and Building Permit</b>	Six weeks after the validation of the preliminary design  Four weeks after the validation of the detailed design for securing the construction permit
<b>1.3 – Draft Tender Document</b> (BoQ, Technical specifications, Cost estimates, etc.)	Two weeks after the validation of the detailed design
<b>1.4 – Final TENDER DOCUMENT</b>	Max two weeks, including comments from the Client
<b>MAXIMUM CONTRACT DURATION 7 Months</b>	

The deadlines specified above represent the maximum duration of each activity. During each phase, exchanges and discussions with the contracting authority are highly recommended but will not affect the delivery of each report / deliverable on due time.

## **5.6. Minimum requirements (to be analysed at the selection stage)**

### **5.6.1. Minimum requirements for the Consulting Firm**

#### **I. General experience**

The Consultancy Firms must have:

- At least ten (10) years of relevant experience in the field (architectural design, and detailed engineering study of other vertical structures, preparing tender documents for government/public and private buildings.)

#### **II. Specific experience**

The Consultancy Firms must have:

- **At least two (2) similar assignments in terms of technical scope and value of the project.** Similar Projects shall refer to contracts with a scope of works related to architectural design, detailed engineering studies of hospitals of more than 100 beds, and the preparation of related tender specifications, **proven by related certificates of good completion.**



### 5.6.2. Consulting firm's Staffing (minimum key Experts)

#### Minimum requirements for the Consulting firm's staffing (Key Experts)

The key professional staff to be provided by the firm shall be sufficient to cover all the aspects of the assignment. However, the firm is free to organize its resources as it wishes around the key professional personnel.

Item	Position	Qualification and experiences:  Qualifications  General experience  Specifics experiences
1	Project Manager/Team Leader	<ul style="list-style-type: none"> <li>- At least an AO in Civil Engineering or Architecture or equivalent.</li> <li>- Proven experience of at least five years in designing health facility projects.</li> <li>- At least three specific years' experiences in implementing projects of building hospitals for more than 100 beds as a team leader in Africa.</li> <li>- With at least two similar projects proven by certificates of good completion.</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
2	Architect	<ul style="list-style-type: none"> <li>- At least an AO degree in Architecture or equivalent,</li> <li>- Proven experience of at least five years in designing health facility projects.</li> <li>- At least three years of specific experience in implementing projects of building hospitals for more than 100 beds in Africa.</li> <li>- With at least two similar projects proven by certificates of good completion</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
3	Structure Engineering	<ul style="list-style-type: none"> <li>- At least an AO degree in Structure Engineering or equivalent</li> <li>- Proven experience of at least five years in designing concrete building structure</li> <li>- At least two years of specific experience designing building projects with three levels and proof of mastery of structural design software.</li> <li>- With at least one similar project proven by certificates of good completion</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
4	Quantity surveyor	<ul style="list-style-type: none"> <li>- At least an A bachelor's degree in civil engineering or quantity surveyor or equivalent</li> <li>- At least five years of experience in the supervision of construction works for building</li> <li>- At least two years of specific experience as a quantity surveyor</li> <li>- With at least two similar projects on the building of 3 levels, proven by certificates of good completion.</li> </ul>
5	Environmentalism	<ul style="list-style-type: none"> <li>- At least a bachelor's degree in environmental sciences or equivalent</li> <li>- At least five years of experience in EIA, waste management projects, waste treatment, or waste recycling as an environmentalist.</li> </ul>

		<ul style="list-style-type: none"> <li>- At least three specific experiences in environmental Impact assessment for building in Rwanda</li> <li>- With at least one similar project (hospital designing) proven by a certificate of good completion</li> </ul>
6	Electrical engineer	<ul style="list-style-type: none"> <li>- At least a bachelor's degree in electricity or equivalent</li> <li>- At least five years of experience in the design and supervision of electrical systems for building</li> <li>- With At least three years of specific experience in the design or supervision of an electrical system for a hospital (more than 100 beds);</li> <li>- At least one specific assignment (project) in designing electrical systems in low <b>and</b> medium voltage for hospital buildings, proven by a certificate of good completion</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
7	Mechanical engineer	<ul style="list-style-type: none"> <li>- At least a bachelor's degree in mechanical engineering or equivalent</li> <li>- At least five years of experience in the design and supervision of ventilation and air-conditioning (HVAC) and other MEP systems for building</li> <li>- At least two years of specific experience in designing ventilation or air-conditioning system for building</li> <li>- At least one specific experience (assignment) in the design or supervision of a ventilation system for a hospital (more than 100 beds), proven by a certificate of good completion</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
8	Health Specialist/Medical Specialist	<ul style="list-style-type: none"> <li>- At least a bachelor's degree in public health or laboratory sciences with a background in sanitation or an equivalent field,</li> <li>- At least seven years of experience in public health.</li> <li>- At least five years of specific experience in managing hospital services</li> <li>- With at least two similar assignments (managing hospital) proven by a certificate of good completion or work employment certificate</li> </ul>
9	Biomedical Engineer	<ul style="list-style-type: none"> <li>- At least a bachelor's degree in biomedical engineering or equivalent</li> <li>- At least three years of experience in the field of biomedical engineering (managing and handling medical equipment)</li> <li>- With at least one similar assignment (in design or supervision works for a hospital constructions project) proven by certificates of good completion or work employment certificate</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
10	IT Specialist	<ul style="list-style-type: none"> <li>- At least a bachelor's degree in IT or equivalent qualification in a relevant information technology branch.</li> <li>- At least seven years of experience in the design and supervision of the installation of IT systems in buildings.</li> <li>- At least three years in the design and supervision of the installation of medical software management used in health facilities in Rwanda, like Open Clinic, or equivalent</li> </ul>

11	Land surveyor	<ul style="list-style-type: none"> <li>- At least an AO degree in Land Surveying or equivalent</li> <li>- At least five years in Performing land surveying assignments</li> <li>- At least three specific experiences in land surveying in the construction industry.</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>
12	Geotechnical engineer	<ul style="list-style-type: none"> <li>- At least an AO in Geotechnical engineering or equivalent</li> <li>- At least two years performing geotechnical engineering in the building construction industry</li> <li>- one specific experience in the design or supervision of building construction, proven by a certificate of good completion or employment records.</li> <li>- Be Recognized in professional body, proven by a valid practicing license</li> </ul>

The timing of the inputs for each professional member should be in accordance with the agreed program for the delivery of the services.

#### **5.6.3. Consulting firm's Equipment**

The Consulting firm's office should be equipped with computers with **BIM (Building Information Modelling) or similar software** and other necessary architectural & structural software with competent personnel to use them. All plans should be computer-produced.

**This should be clearly described in the proposals to allow comparison of bids.**

### **5.7. CONCEPTUAL PARAMETERS AND MAJOR CONSTRAINTS.**

The design shall comply with the green building minimum compliance system specified in Rwanda building code that comprises the following modules (not limited to):

- Energy efficiency
- Water efficiency
- Environmental protection
- Indoor Environmental Quality
- Innovation and Other green features

#### **5.7.1. Generalities**

##### **Reference documents**

- Rwanda Building Code
- International Guidelines for Design and Construction of Hospitals and Healthcare Facilities
- FGI 2014
- Others ....

##### **Particular requirements**

The building will be kept as long as possible in the initial conditions to reduce operating and maintenance expenses. The materials used on the outside will be stable over time, and their constraints will be as low as possible to reduce premature aging material fatigue. The materials requiring periodic maintenance are eliminated.

All internal facilities must resist the intensive use of users who do not e All power networks or fluid drainage will be designed for easy maintenance. The design will be oriented to facilitate the replacement of equipment.

Buildings should be designed to establish office networks in all workspaces, with all that may result as technical constraints.

### **Allotment**

To ensure the maximum use of local companies for the work and to ensure a sufficient level of quality for specific and technical lots, all the work will be divided into several lots.

The distribution may, for example, be made as follows:

- Structural works - Second Work
- Electricity - Heavy Voltage
- Electricity - Medium Voltage
- Air treatment - Air conditioning
- Energy - Generators
- External works

## **5.7.2. Designing and architectural requirements**

### **Orientation**

The orientation of the building should take account of the main roadway and views onto nearby hills. It should also consider the issue of sun-lighting inside offices and natural ventilation.

### **Aesthetics**

The aesthetic must valorise site identity and harmonize with the neighbourhood and phase 1 building. The firm must also consider and harmonize the new building with the area's current and future urban environment.

### **Access**

Access to various buildings should be considered meticulously and be served by a network of internal roadways.

### **Volumes**

A harmonious ratio between the horizontal and vertical dimensions of the facilities and the rational use of available space will determine the number of building floors.

### **Internal circulation of buildings**

Any vertical and horizontal movements shall be so designed as to avoid interferences between areas while ensuring controlled communications between them.

The Consultancy Firm will consider taking heed of the comfort of the stairs and ramps for persons with disabilities and distribute services accordingly.

### **Functioning**

Distribution of premises should translate into space the center's needs; this will help minimize separating distances while allowing for Centre's progressive evolution in time, considering its future extension.

Partitioning of offices will propose a distribution that is both rigid and flexible depending on the hierarchy and functional aspects.

The flow of patients and services must be as functional as possible and patient-friendly

Access to priority services will be ensured

### **Parking**

Two parking areas will be developed:

- one parking area for visitors in front of the Centre
- one parking area behind the Centre

A room for drivers and security agents for vehicles will be built close to the parking area and equipped with toilets.

A car washing facility will also be provided for one vehicle at a time.

### **Accessibility for disabled people**

The building design has to respect international requirements for disabled people.

#### **5.7.3. Environmental requirements**

Considering environmental protection as a condition for progress in eradicating poverty and ensuring sustainable development for all, the Contracting Authority intends to integrate respect for the environment in all its actions. Particular attention will be given to including targets or environmental criteria in procurement procedures to respect the environment and climate in the building.

This chapter is part of this approach in defining the objectives and requirements with respect to building design services and establishing goals and targets regarding the environment and the climate. These recommendations are structured around three pillars of sustainable development (SD) to reconcile the needs of the economy, society, and environment.

The environmental recommendations aim to achieve a balance between the indoor environment, outdoor environment, eco-management, and social development from conception to the end of building life. The building should, if possible, by simple activities, be strong and appropriate to protect the environment (external environment) and ensure the comfort and health of occupants (indoor environment). It shall help control maintenance operational costs, and reduce energy consumption and greenhouse gas production, waste, and other pollution.

For this project, the design firm must provide to comply with the Rwanda green building certification with at least 120 pts out of 190 pts, and LEED certificate “Silver” level or BREEAM hospital certificate level “Good”.

#### **5.7.3.1. Environment**

##### **A.1. Reduce the project's impact on the external environment**

The firm must evaluate the environmental quality of the existing hospital and, from there, implement improved/better quality adapted to the hospital operation and maintenance and well-being of utilizers. To do so, the design firm will consult the hospital's management and stakeholders to gather all required information.

#### **TARGET 1 - Promoting the harmonious integration of the project in its environment**

Design must work on the orientation of the building according to its destination. The objective is to achieve the best technical performance and simply ensure the visual and acoustic comfort of the beneficiaries (openings creating interesting views and management of daylight and natural ventilation).

Additional external solar shading, with good architectural integration and low maintenance, will also participate in the management of solar gain and visual comfort (Advanced Roofing, masks, vegetation, etc.).

The organization of spaces takes into account the user traffic flow, the sound environment, the natural ventilation and natural lighting.

The impact of the location of the building on the environment (landscape and architectural integration, noise, flow organization, pollution, ecosystem preservation, etc.) will be studied so as to reduce the potential negative effects, especially for noisy premises.

The processing and organization of spaces will also take into account the impact on the surrounding site construction (noise pollution, soil pollution, air, water, climate, site topography, etc.).

Wherever possible, the plantations will be preserved, for each cut tree 5 will be replanted.

The design has to take care about:

- Integration into the town, use of urban land, and transport – Design must respect the urban development plans. Design must offer the best possible integration of the building, taking into account a reasoned urban land to optimum density. The building will be part of the urban landscape.
- Landscaping and biodiversity - The outdoor areas, in terms of image and relationship with the building and its environment, will be directly representative of the environmental quality of the operation. This will be a place of life for users, as noble as the interior of the building, and a comprehensive reflection should integrate different traffic streams. Landscaping and plantings must be systematically integrated into the operation at a significant level. They will be treated with the same attention as the building.
- Soil waterproofing - To limit soil waterproofing, open ditches, retention facilities, and infiltration will contribute to an enrichment of the development of open spaces. Except for surfaces that may cause permanent or accidental pollution (parking, electricity generator, etc.), we are looking to retain water and let it seep into the soil on site. At no time will the groundwater not be endangered by the infiltration.
- Irrigation network - The reuse of rainwater for watering the outdoor areas will be systematically planned with the installation of an integrated irrigation network connected to the storage network.

## **TARGET 2 - Choose materials and processes that respect the environment and promote clean technologies**

Particular attention needs to be done to the choice of materials and products. Three types of criteria will be taken into account in the design:

- Technical and architectural criteria: technical performance, functional performance, architectural quality, durability, and ease of maintenance;
- Economic criteria: investment costs, deferred costs (maintenance, renewal);
- Environmental criteria: energy saving and induced impact on the environment and human health throughout the life cycle.

For this purpose, the firm must precise the minimum technical specifications for all the materials recommended for use, including their environmental impact. All the recommended materials must comply with the requirements of ISO Standards 14025 and 21930. Besides, local materials (made in Rwanda or in East Africa) will be prioritized at equal quality.

A search for low environmental impact materials must be done: products containing little "gray" energy (low consumption of primary energy and materials to regional preferences), use of recycled materials and renewable, and those reusable, recyclable or recoverable.

Synthetic materials will be used with restraint, and materials containing critical components or toxic problems will be avoided (solvents, volatile organic compounds, halogenated substances, biocides, plasticizers, formaldehyde, substances that deplete the ozone layer, etc.).

Because of its small environmental impact, the use of wood will be supported.

In this case, a certification of sustainable management of forests from which the wood materials or wood-based used on site will be required. Local species, limiting transport and sustainably managed, will also be preferred when they are not protected.

The use of species that can be implemented without treatment for a given job will be sought. In cases where treatment is required, the processes will be prioritized without additional processing or harmless treatment products.

Ultimately, in the case of a need to use treatments by impregnation, the use of products without chromium and arsenic-free is required.

Construction products should not be sources of pollution.

The selected materials should be easy to maintain and should not require cleaning products or pollutant sources, and the diversity of materials will be limited.

### **TARGET 3 – Execute clean building project and promote waste management during the operation of buildings**

An environmentally friendly project is a natural extension of environmental quality efforts implemented in the design of a building. Any construction site generates pollution in the surrounding environment; the challenge of a "clean" site is to limit these nuisances for the benefit of potential occupants of the site, residents, workers, and the environment.

#### Management of waste

To encourage waste management during the operation of the building, the designers will propose an organization for selective waste collection. The project must design:

- Proximity locations to collect each type of waste sorted waste grouping of places;
- A place with storage and a possibility of packaging and disposal of sorted waste;
- Appropriate signs.

As part of implementing that target, the supervisor may invite the company responsible for the work to name a person responsible for the environmental requirements during the construction phase.

#### A.2. Ensure a healthy and comfortable indoor environment

### **TARGET 4 - Improving the quality of the indoor environment**

The choice of designers should ensure user comfort and building users while seeking to reduce the energy needed to do this. The levels of hydrothermal comfort, visual, and sound, must be treated according to the recommendations described above.

#### Hydrothermal comfort

Designers will look for the best level of thermal comfort inside buildings, for a reduction or a non-use of air conditioning and/or heating, by focusing on "passive" technology.

Apart from some special rooms with equipment's which requirements, it will not be accepted air conditioning or cooling.

Thermal comfort will be ensured by good design with local architectural and technical provisions (sunscreens, good wall insulation, thermal inertia, opening, the possibility of night ventilation power, etc.).

Exterior sunscreens are studied, depending on the orientation of any vertical glass surface (horizontal masks, blinds, etc.). We will select devices suitable for each orientation and will favor those stopping



direct rays but transmitting natural light (by reflection or otherwise). The interior sunscreens should be avoided.

We also take care of the insulation, and in particular of the roofing. The ventilation system will be designed primarily for the evacuation of overheating, and there will be extensive use of passive systems for cooling and natural ventilation.

In times of occupation, the air velocities in the occupied areas will not affect comfort, especially when opening windows or during ventilation periods.

Attention is needed to the following points:

- the choice of orientation for special rooms at height (rooms that needs balcony, isolation rooms, etc.).
- external sun protection implemented for each orientation;
- reducing internal costs, including those due to office automation, lighting, and cooking appliances;
- The inertia of the building should be sufficient to reduce overheating peaks during the day and redistribute a portion of the stored cool at night;

Note: A thermic comfort study has to validate the design and materials choices the design team makes. The number of thermally dissatisfied persons shall not exceed the provision of ISO 7730.

#### Visual Comfort

Diffused natural lighting is preferred, and artificial lighting sources must reconcile energy consumption and comfort control. No beds have to be in blind rooms without a direct view of the outside.

The use of natural light will be prioritized for visual comfort (excellent luminous efficiency, good color rendition, etc.), psychological aspects (fight against fatigue), and for its energy interests.

Designers will therefore look to optimize natural light while avoiding the risk of dazzle and ensuring summer comfort.

For the best user comfort, it is better to enhance the exterior views. Depending on their destination, rooms (including ends of circulations) will be oriented to create pleasant and unobstructed views to the outside. The views from the bedrooms have to be on green areas to speed up patient recovery.

The well-being of the occupants is part of the operation's environmental quality. It will be important to choose colors that will create a pleasant and harmonious environment that will promote the diffusion of light (natural and artificial). The colors can also be used to materialize circulations in large premises, signal particular areas, promote orientation in space, and meet security objectives.

The arrangement of windows relative to workstations will be carefully studied, and their equipment (curtains, sunscreens ...).

Regarding dazzle, the risk of visual discomfort will be reduced by a balance of luminance values in the visual field. Matt surfaces are preferred in the visual field. Lighting will be appropriate to the type of work by ensuring that the light is reflected in the eyes.

The choice of lamps and luminaires will consider the requirements of visual comfort, durability, energy savings, and availability on the local market.

#### **TARGET 5 – Design a building offering the best sanitary conditions**

Designers must design the best sanitary conditions inside the building. It includes aspects related to the quality of air and water, as well as security-related aspects and the protection of persons.

#### Air quality



The design of air distribution networks must be well-design to avoid: bacterial growth, maintenance addition; noise pollution; and the feeling of discomfort by introducing new fresh air coming directly to the occupants.

The environmental quality of projects will be improved by choosing: (i) installations that are reliable and easy to maintain, efficient facilities of electricity; (Ii) facilities saving cooling and heating.

#### Water quality

The quality of the water is also important. Water management within the building by ensuring its quality while preserving resources are searched. In addition, the design of accumulation and water distribution systems should minimize health risks.

#### Safety and protection of persons

Designers ensure, from the design of structures and during their execution, that all maintenance operations, maintenance, and subsequent interventions on the structure, can be done with ease, economic, and total security for both users and the workers responsible for these interventions.

The design of building technics, materials, and equipment used should be designed to avoid any injury to users:

- Avoid slippery floors;
- Limit the weight of the suspended ceiling elements;
- Use safety glass for all glass parts located less than one meter above the ground;

The stair shall be provided with a non-slip stair nosing firmly attached and highlighted to be visible. The guardrails stairs, walkways, and mezzanines ... have a minimum height of 1.10 m.

Flat roofs are generally inaccessible except for traffic service, which will be provided with the equipment regulations. However, protection measures will be imposed when the imperative of inaccessibility can be rigorously respected, or circumstances may permit its access.

All protection or security of works relating to water networks, electricity, and heating will be made inaccessible to building users and persons outside the institution.

Glasses must present special requirements and not be dangerous if broken.

Balconies and other exposed places must present fall protection measures, particularly places that young children shall access.

#### Fire safety

Designers refer to the existing national legislation. They will adopt constructive measures that provide maximum "passive safety," limiting subsequent recourse to complicated and expensive solutions.

All materials that could release toxic fumes during a fire will be limited and reported (e.g., PVC).

The provision of fire extinguishers is the responsibility of the company. Their number and location will be determined according to local standards by designers. Fire extinguishers with halon gas will be banned.

Company design security plans, fire signs, emergency, etc.

### **5.7.3.2. Economy**

#### **B.1. Reduce the impact of buildings during operation**

### **TARGET 6 - Managing demand and energy requirements of the building and promoting renewable energy sources**

Designers must ensure good building design with architectural and technical provisions to avoid the use of air conditioning. Air conditioning is forbidden except for very specific services!

The designers must integrate the following objectives, in particular, to reduce the building's energy:

- The building shape, characteristics of air conditioning equipment, heating, and electricity will allow a gain in the conventional consumption of a similar building.
- The isolation of the envelope will be effective where applicable;
- Choose efficient equipment and low consumption.

#### Artificial lighting

The choice of lamps and luminaires takes into account the requirements for visual comfort and energy savings.

The fixtures will introduce high-efficiency fluorescent tubes.

The lighting of the entire building will be realized functionally. The luminaires are mainly equipped with fluorescent or low energy.

The lighting of corridors and sanitary blocks will be realized with timers.

External lighting will be designed from photovoltaic systems.

On the facades of buildings will be installed general spotlights energy with sensors.

#### Renewable energy

Once made, the maximum effort is on the reduction of needs; the remaining needs will be covered by systems and energies that must meet, in the most efficient way possible, the following three objectives: (1) reducing the cost of consumption energy; (2) limiting the building's contribution to the non-renewable energy resources; and (3) limiting the building's contribution to local, regional or global environmental degradation.

The use of renewable energy is required, with the implementation of reasonable solutions from technical and economic points of view, adapted to the climate. For this, calculations of the proposed technologies will be systematically presented. The propositions may be considered according to the following priorities:

1. **Solar hot water;**
2. **Solar Photovoltaic electricity.**
3. **Wind energy;**

#### **TARGET 7 - Managing water resources used in the building and reducing potable water consumption**

The use of water-saving equipment such as flow restrictors, pressure limiters, flush with variable flow, ceramic joints quality, etc, will reduce water consumption.

Self-closing taps will systematically replace flushing tanks.

#### Hot water

The hot water needed will be provided, preferably by solar energy devices.

If unable to install solar systems, devices will be selected based on their energy class.

#### Rainwater reuse

It will be systematically designed to reuse and store rainwater for watering and possible uses such as toilets, urinals, or even floor maintenance or specific needs.

We will ensure that this recovery does not result in excessive electricity consumption (pumps) and that its installation will remain economically viable.

In the case of installing a parallel network, designers must provide for the management of risks related to networks of non-potable water; for example: identify all networks with different paint and sustainable warning signs and provide physical disconnection.

### Sanitation

Design must provide a network type "divisive" until the ownership limit. The wastewater collection and rainwater are done in separate networks. The wastewater is transported to the septic tank, while rainwater joins the natural environment without treatment.

Innovative autonomous sanitation systems can also be designed:

- Lagoning and/or purification by plants;
- Sewage micro-stations.

### **TARGET 8 - Developing sustainable cleaning and maintenance practices (total cost approach)**

Infrastructure generates high costs to local partners for the operation and maintenance of facilities.

It will, therefore, systematically search building systems, materials, and simple technical installations, robust, reliable, and long life, requiring low and easy servicing.

From the project design phase, maintenance and technical operations will be taken into account.

### Identifying needs and maintenance costs: a total cost approach

Future costs of maintenance and building services depend on:

1. Technical operation (energy, cleaning, etc.);
2. Daily Maintenance;
3. Renovation.

In this context, it asked the designers to reason systematically with the initial investment **and** deferred costs (consumption, maintenance, renewal), that is to say, in the **overall cost**.

### Protection against intrusion and vandalism

Buildings and equipment are protected against intrusion and vandalism.

Protection systems will be simple, effective, and easy maintenance).

The doors will be equipped with a simple and user-friendly system to avoid any increase in the costs of operation and maintenance.

The facilities and interiors will be strong and will resist any degradation, whatever the cause

### Documents necessary for the maintenance

Building companies need to provide operational documents, such as drawings and diagrams, that should provide users with a good knowledge of the buildings and technical facilities and allow significant autonomy in operating maintenance.

A maintenance and service guide will be produced describing the quality, frequency, and nature of the minimum recommended maintenance operations. This guide will provide information on facilities; appreciate the warning signs of failure; propose a predetermined schedule, checks, adjustments, replacements of small elements, define the procedures, precautions, etc.

### 5.7.3.3. Social

#### C.1. Design the project with an equity approach in favor of gender equality, cohesion, and social solidarity.

#### **TARGET 9 – Priority to beneficiaries' cooperation, particularly women, and education on environmental protection and climate change**

Sustainable development can only be achieved through the participation of all stakeholders. In building project, cooperation with beneficiaries is essential from the feasibility phase and pre-programming to the final acceptance of the building

When the designers are called to complete the program, they will pay special attention to cooperation with the users.

#### Gender Equality

The consultation process implemented by designers should help to create a social environment more conducive to gender equality.

It means a concerted approach to programming with various users and future beneficiaries, further promoting the integration of women in the definition of requirements and constraints to be taken into account in the design of buildings.

In addition, building companies will be required to work on the needs and priorities of women workers in the construction industry and support the integration works contracts clauses directed to sector women workers.

#### **TARGET 10 - Promoting accessibility to people with disabilities**

The building must be designed for all users, especially for all disabilities, including motor, sensory and cognitive disabilities.

In the absence of local regulations, designers can use on all international requirements and standards.

#### General qualities of the building

Functional spaces and circulation will be studied to provide accessibility to people with disabilities (furniture, transit, land width, visual comfort, contrasting colors, tracking band signaling stairs, the height of switches and door handles, etc.).

Sanitary facilities will be equipped for people with reduced mobility, and their spaces and furnishings will be studied carefully (door, sink, mirror, etc.).

If necessary, the elevators will be judiciously distributed in buildings to be quickly and easily accessible.

#### External paths and parking

An accessible route will be designed to enter buildings and access the land. Access will be marked appropriately.

Any indoor or outdoor car parking, whether for use by employees or visitors, must include a percentage of appropriate places for parking vehicles of persons with disabilities or transporting people with disabilities, located close to the building gate or elevator.

#### Access and internal corridor

Any mechanisms to allow or restrict access to the building must be located, reached, and used by a disabled person.

The horizontal and vertical internal circulations must be accessible and safe for people with disabilities.

Disabled users should have access to all the collective rooms (bicycle place, garbage area) as well as basements.

#### Floors, doors, and locks

The floor and equipment located on the floor must be safe and adapted to the abilities of people with motor disabilities and not create visual or noise nuisance for people with sensory disabilities.

Wherever possible, corridors must allow the passage of disabled persons.

#### **5.7.4. Technical requirements**

The technical information given to designers is expressed succinctly and concisely to enable them to assess the level of requirement of the contracting authority in terms of quality technical requirements.

Where voluntarily or mistakenly, the program does not mention any regulatory or legislative texts binding, the recommendations of Rwanda Technical Standards will be systematically applied.

The information listed in this section must be met in its entirety, but discretion is left to the designer to offer quality solutions, at least equivalent, for the sake of the lowest maintenance cost.

#### **Structural works**

##### Overload

Overload to consider the floors will be consistent with the standard NFP 06-001, except for local archives or surcharges to be considered will be 8 kN / m<sup>2</sup>.

Guardrails will withstand a horizontally uniform pushing 1 KN one meter above the ground.

##### Seismicity

In accordance with Decree No. 91461 of 14 May 1991, the PS-89 MI rules revised 92-NF P 06-014 and NF P 06-014 / A1 February 2001 must be applied. The building will meet the requirements of these seismic building regulations.

##### Wind

The rules are NV 65 December 1999 for the wind part: zone 4.

##### Structures

#### ***Foundations and infrastructure***

Foundations and infrastructure will take into account the provisions of the soil survey campaign.

#### ***Frames and floors***

The frame is preferably made of reinforced concrete and will meet the resistance requirements for prescribed fire (stable fire for one hour). The fire protection will be permanent and will require no further maintenance. It can be achieved by using homogeneous materials complemented where necessary by protection with very good durability characteristics and resistance to natural phenomena (moisture, temperature ...) or human actions (shocks, broken away).

The strength and stability calculations will be in accordance with the rule's calculations D.T.U. (B.A.E.L).

The supporting frame of the building will leave a gap without any post on the illuminated depth course so as not to oppose any constraints on a possible repartitioning of the area. In general, this frame will be dimensioned large mesh to provide maximum implementation flexibility.

The frame of the divisions will be independent, to the extent possible, of those carrying elements and will be chosen to best reconcile the use of prefabricated elements of commerce (suspended ceilings, partitions, floor coverings...).

### **Building shell**

#### **Elevation**

The designer can propose all the materials if they fit satisfactorily into the environment. However, wherever there is a locally made fit, the locally made (Made in Rwanda or Made in East Africa) will be given the preference.

The facade elements should be studied so as to minimize maintenance work. The materials will, wherever possible, be tinted, with a surface minimizing dirt of any kind.

In addition, there will be provided a coating likely not to be easily impregnated by entries in the paint and easy to clean in case of such stains.

The architect must consider the facade soiling problems due to pollution in the design. Accordingly, the elements of the facade will reflect runoff on the front of parapets, headbands, and balconies. Well-designed profiles will eliminate the "whiskers."

In all cases, the realization of glass façade or equivalent will be totally banned.

The vertical walls will withstand accidental impact or friction usual

#### **Outside windows and doors**

The designer will provide a particularly robust frame and limited weight of opening in order to reduce inertia. The manoeuvring will be simple and easy. The frame will allow for easy cleaning of glass parts from inside the building.

The windows will allow ventilation and possible smoke evacuation.

The use of hard exotic wood is highly recommended.

The airtightness and water have to be proven.

#### **Roof**

The designer can choose the type of roof.

The use of metallic sheet thickness less than 0.5 mm is totally prohibited (sheets commonly used so-called BG 28 are prohibited).

The roof space must be adequately ventilated.

In all cases, the realization of glass roofs will be prohibited entirely.

For acoustics requirements, the company needs to design buildings adapted to significant rains in some periods of the year. Metal sheets commonly installed in Rwanda cause inconvenience during a rainy days due to the noisy impact of raindrops on the cover. The design needs to take this into account to design the covers. It can be designed with non-metallic covers like Onduline or design a complete concrete slab protected by a metallic sheet roof (thermic requirement).

#### **Walling**

The designer can choose the type of walls. But for the less environmental impact of the construction, the use of local bricks has to be reduced, and the use of unburned bricks is highly appreciated.

The designer needs to think of introducing innovative materials like Compressed Earth Bricks.

The outer and inner walls can be made of compressed earth bricks according to technical references according to the RSB standards for adobe blocks.

There are two types of manufacturing earth block brick:

- ***Compressed Interlocking Stabilised earth blocks (CISEBs)***
- ***Adobe bricks and other proposed environmental friendly bricks with low embodied energy.***

### **Electricity**

The electricity installation needs to conform to NF C 15-100.

### **Lighting**

All arrangements must be made to reduce the consumption of electricity due to electric lighting, like:

- A general system to switch off lights during hours of vacancy, with the possibility of local re-ignition (proximity, timer, etc.);
- Limited use of incandescent light sources, including halogens.

### **Lighting levels**

Lighting levels need to be:

- For all workplaces:
  - 450 lux measured at 0.80 m from the ground
  - Uniformity coefficient: 0.7 minimum
  - Colour rendering index: greater than or equal to 80.
- Archive:
  - 200 lux measured on the ground
  - Uniformity coefficient: 0.6.
- Horizontal walkways:
  - Minimum 80 lux measured punctually ground.
- Halls, waiting and crossing places:
  - 250 lux for general illumination measured on the ground
  - 450 lux lighting for workstations
  - Uniformity coefficient: 0.5 minimum for general lighting, minimum 0.7
  - For the lighting of workstations, the colour rendering index is greater than or equal to 80.

### **Plumbing**

For sanitary installations must comply with international standards.

### **Number of devices**

- A basin, one toilet, and one urinal for 20 men;
- A basin, two toilets for 20 women.

The basins are with cold water only.

Each floor will be equipped with at least one toilet cluster for men and women.

### **Sanitary for disabled people**

A sanitary will be created in addition to the groups described above and separate from them so as to enable its use by a disabled person, regardless of gender.

### **Showers blocks**

Showers locals with basin have to be created for service agents.

### **Quality**

The fixtures are Class A, vitreous or enamel. Their quality will be provided to allow a choice among several leading brands.

Sanitary connection will be in a diameter of at least 100 mm. They will be equipped with double-flow flushing.

The shower has a minimum dimension of 80x80.

#### Equipment and accessories

Each sanitary will include a toilet seat, paper dispenser, and a coat rack.

On the women's side, the equipment will be complemented by a pocket dispenser and toilet receptacle. All these accessories will be metallic.

A mirror and a soap dish will top the basins.

#### Water supply

The distribution of domestic cold water will PPR.

The pipes will be protected against condensation, vibration propagation, and noise generation.

All water pipes circulating inside the building will walk shafts intended for this purpose.

If not possible, they can be bedded (including sanitary) in walls.

#### Evacuating

Collectors and pipes will be PVC.

#### **Thermal conveniences**

##### Thermal comfort

Thermal comfort against direct sunlight will be obtained from external protection of exposed glass, fixed or mobile.

These sunscreens will, however, enable users to benefit from natural lighting.

If possible, any air-conditioning system will be provided.

As an alternative to air conditioning, the designer will propose the use of a Provencal well or Canadian well. Any technical alternative is possible.

In order to improve the thermal quality of buildings, the thermal insulation between the roof space and the local must be improved either by producing a solid slab or adding insulating material in suspended ceilings.

##### Ventilation equipment rooms

Technical areas of the building will be equipped with high and low static vents or mechanical ventilation depending on their location and the importance of the airflow to convey.

If operating conditions of special equipment are required, it will set up a standalone room refresh device.

For health, it is scheduled a VMC network type specific extraction; the minimum flow rate is 30 m<sup>3</sup> / h per toilet, urinal and cabin.

#### **Finishing works**

In general, the use of local materials will be privileged.



### Partitions

The partition walls of the rooms will be made from local materials, stabilized earth brick and/or compressed (thickness 20 cm or 40 cm), or any other similar material.

### Floor

All floor screed made in concrete, trowelled smooth or not, tinted or not, are forbidden.

In order to avoid any subsequent damage, metallic cover strips or screwed threshold bars will be placed at each change of floor.

For all of delivering flooring (tiles, floor tile, painting), it will be asked to the building company to provide 10% of the quantities by category and colour to ensure the replacement of elements if damaged. These new elements (filmed in cardboard) will be donated to the contracting authority at the end of construction at the provisional acceptance of work.

### Wall coverings

Depending on the quality of finishing walls (especially those made from earth brick), they can be left as is. Otherwise, wall coverings are made from paint-tinted natural lime.

Sanitation will have a coating faience for all height.

### Ceilings

For areas planned with ceilings, they must be easily removable. The classic ceiling Unalit or Triplex on timber is prohibited. Prefer lacquered metal suspended ceilings and plasterboard on light steel structure.

### Interior doors

The doors will be full polish finish 3 coats both sides. All frames will be equipped with 4 hinges, floor door stops, double door handles, and European locks.

Sanitation will be equipped by special lock.

### Lock and keys

The products will be particularly robust and quality. They have to be NF-SNFQ label.

The designer will provide all access to technical space.

### Signs

General sign services will be implemented. In particular, it is planned:

- On doors, an identification plate that allows the user to make himself his own texts changes. This door sign will identify the number of the piece, the name of the service, the name of the agent and function,
- For technical and sanitary facilities, provide the standard symbols and signs, including for the disabled.
- Conventional symbols on the doors service.
- Safety plans

### Organizational structure for keys

A general pass will open up all the building doors. This pass will be delivered in 4 copies to the Contracting Authority.

Sanitation will be equipped with a condemned lever handle.

Technical rooms are equipped with a lock with one single key.

The individual keys for opening rooms will be delivered in 3 copies.

#### **Rescue equipment and fire safety**

Complex facilities SSI type will be reduced to the strict minimum.

The building will be equipped with carefully positioned manual triggers and audible sound diffusers throughout the building.

In some risk areas, it may be accepted automatic smoke detectors, optical type, hosted at special risk: archives, local server, special locals, etc.

The designer will provide portable fire extinguishers in sufficient quantity and quality.

#### **Maintenance**

The company will design the project by integrating and favouring the maintenance and operation, including:

- Provide easy access to all technical areas, with provision of specific plans, if necessary;
- Provide easy accessibility to all electrical networks;
- Provide safe access to all the work to maintain;
- Describe the equipment provided for the maintenance of materials and equipment;
- Choose materials and equipment according to their durability and ease of maintenance.

#### **Other technical requirements**

##### **Outside signs**

The company have to develop a common external sign to implement:

- Large outdoor sign indicating the name of the hospital.
- The entrance display signs indicating the opening hours and billboards protected against vandalism in order to display the official information to the public.
- Signs of the funder.

##### **Outside lights**

In general, outdoor lighting should be limited to the functional aspects of the building (circulation of people and vehicles, safety, etc.).

The sources used must be of "low consumption." Incandescent sources and derivatives (halogen, etc.) are prohibited in this respect.

The exterior lights accessible to the public shall be provided with an anti-vandalism protection system.

Lighting controls should be sufficient in number and adapted to different uses (public/personal / pedestrians/vehicles, etc.).

##### **Others**

The building will be equipped with the following networks:

- UPS plug system between REG power outage and starting of the emergency generator (minimum: 10 minutes) – for special rooms like the laboratory, ICU, operating theatre, neonatal services, delivery room, etc. The preliminary design and detailed design will propose the rooms protected and the installation;
- Telephone and computer installation (network) – all buildings must be connected to the network by Wi-Fi with fiber optical wiring between every access point (see, for example, Cisco Mobility Solutions for Healthcare - [www.cisco.com/go/healthcare](http://www.cisco.com/go/healthcare))

#### **Economy**

The economy will be an important criterion for selecting the best project. It could be a determinant factor associated with a good aesthetic and a good functional diagram.

The economy will rely on the following:

- Choice of materials: aesthetic and sustainable;
- Selection of forms and dimensions of basic modules ;
- Exploiting climate advantages for energy saving (ventilation, lighting, etc.)
- Rational exploitation of space.

### **External developments**

Non-built external areas are part and parcel of the project. Their level of development must be at the same level as other buildings:

- Safety fence and main doorway,
- Green gardens and tracks ;
- Shelters, gatehouse, generator, mortuary, etc.
- Exterior lighting.
- Shelters could be grouped in order to avoid many small works scattered in the garden.

#### **5.7.4.1. APPROVAL, ACCEPTANCE**

- All deliverables stated under each category of work are subject to be approved by the Client.
- Consultant shall be responsible for obtaining necessary permits and approvals from competent authorities.
- During validation sessions, the consultant will bear all logistics costs for his staff.

## 6. Forms

### 6.1. Identification forms

#### 6.1.1. Natural person

To fill the form, please click here :

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c[lien])

<b>I. PERSONAL DATA</b>	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT DRIVING LICENCE② OTHER③
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
<b>II. BUSINESS DATA</b>	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION</b> <b>CITY</b> <b>COUNTRY</b>
YES NO	
DATE	SIGNATURE

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

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- ④ See table with corresponding denominations by country.
- ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

### 6.1.2. Legal person entity private/public legal body

To fill the form, please click here :

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

<b>OFFICIAL NAME ②</b>			
<b>ABBREVIATION</b>			
<b>MAIN REGISTRATION NUMBER③</b>			
<b>SECONDARY REGISTRATION NUMBER (if applicable)</b>			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>OFFICIAL ADDRESS</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>			<b>PHONE</b>
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>			

- 
- ① **Public law body WITH LEGAL PERSONALITY**, 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.).
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

### 6.1.3. Public law entity

To fill the form, please click here:

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd[lien])

<b>OFFICIAL NAME<sup>①</sup></b>				
<b>BUSINESS NAME</b> (if different)				
<b>ABBREVIATION</b>				
<b>LEGAL FORM</b>				
<b>ORGANISATION TYPE</b>		<b>FOR PROFIT</b>		
		<b>NOT FOR PROFIT</b>		
		<b>NGO<sup>②</sup></b>		
		<b>YES</b>		
		<b>NO</b>		
<b>MAIN REGISTRATION NUMBER<sup>③</sup></b>				
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)				
<b>PLACE OF MAIN REGISTRATION</b>		<b>CITY</b>		<b>COUNTRY</b>
<b>DATE OF MAIN REGISTRATION</b>				
		<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>				
<b>ADDRESS OF HEAD OFFICE</b>				
<b>POSTCODE</b>		<b>P.O. BOX</b>		<b>CITY</b>
<b>COUNTRY</b>		<b>PHONE</b>		
<b>E-MAIL</b>				
<b>DATE</b>		<b>STAMP</b>		
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>				

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

#### 6.1.4. Subcontractors

Name and legal form	Address / Registered office	Object



## 6.2. Financial identification Form

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>13</sup>	
IBAN/ACCOUNT NUMBER <sup>14</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<b>ADDRESS of BANK BRANCH</b>		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<b><u>ACCOUNT HOLDER'S DATA</u></b> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>13</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>14</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

### 6.3. Tender Forms – prices

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 and the global 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 dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's 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 and other applicable taxes (written in figures):

<b>1. Expert Fees</b>				
	<b>Unit</b>	<b>Unit price* incl. WHT and VAT</b>	<b>Quantity</b>	<b>Total incl. WHT<sup>15</sup> and VAT</b>
Expert 1 (Project Manager/Team Leader)	Man-day	€		€
Expert 2 (Architect or Civil Engineer)	Man-day	€		€
Expert 3 (Structure Engineering)	Man-day	€		€
Expert 4 (Quantity surveyor)	Man-day	€		€
Expert 5 (Environmentalist)	Man-day	€		€
Expert 6 (Electrical engineer)	Man-day	€		€
Expert 7 (Mechanical engineer)	Man-day	€		€
Expert 8 (Health Specialist/Medical Specialist)	Man-day	€		€
Expert 9 (Biomedical Engineer)	Man-day	€		€
Expert 10 (IT Specialist)	Man-day	€		€
Expert 11 (Land surveyor)	Man-day	€		€

<sup>15</sup> Mind double taxation for international bidders- see RRA website

Expert 12 (Geotechnical engineer)	Man-day	€		€
<b>VAT<sup>16</sup></b>			<b>18%</b>	
<b>Sub-total</b>				<b>€</b>
<b>2. Reimbursable Fees (if applicable)</b>				
International travel costs		€		€
Visa costs		€		€
<b>GRAND TOTAL</b>				<b>€</b>

EUR ...

VAT percentage: .....%.

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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

Certified true and sincere,

Handwritten original signature(s):

<sup>16</sup> Reverse VAT applicable for international bidders (art. 12 of the LAW N° 37/2012 of 09/11/2012)

#### 6.4. Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty 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 counterparty 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 counterparty who 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) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. 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 counterparty 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 counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty 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) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty 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.

The counterparty 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\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

Signature preceded by **'read and approved'**, in writing, and indication of name and function of the person signing:

.....

Place, date

## 6.5. Integrity statement for the tenderers

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 and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 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 public 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 be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- 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 control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

## 6.6. Selection file – economic and financial capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past three financial years the tenderer must have achieved a total turnover of at least <b>the value of the tender</b>. He shall include in his tender a statement on turnover during the three past financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<p><b>The statement on the total turnovers achieved during the past three financial years</b></p> <p><b>The minimum required should <u>be at least the value tender</u></b></p>
<p>The tenderer must also provide evidence of his financial solvability. This financial capacity will be evaluated on the basis of the approved Financial Statements of the last three years deposited with the National Bank of Belgium. 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. 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. For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant or the registered auditor will do.</p> <p>Foreign enterprises must also attach to their tender their 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><b><u>The approved Financial Statements</u> (by the competent organ/Authority) documents of the last 3 years, to be attached</b></p>

## 6.7. Selection file – technical aptitude

<b>Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017</b>	
<p>The tenderer shall dispose of staff that can perform the contract properly.</p> <p>The tenderer shall include in his tender an overview of staff that will be used for the performance of the contract. In this document the tenderer lists the staff members' <b>degrees</b> as well as their <b>professional qualifications</b> and experience.</p>	<p><b>PROVIDE</b> The list as well as CVs and degree certificates of the proposed staff (minim 12) that will be used for the performance as well as their professional qualifications and experience</p> <p>(Please refer to the minimum requirement- for the key staff in the ToRs – point 5.6.2)</p>
<p>The tenderer must show the <b>references</b> and proof of services delivered over the past 10 years:</p> <p>The tenderer includes in his tender a list with the main services that have been delivered over the past ten years including the amount and date as well as the public or private recipients. Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider.</p>	<p><b>PROVIDE</b> a list with the main services that have been delivered with related certificates of good completion</p> <ol style="list-style-type: none"> <li><b>1. Company profile or any other proof of the previous experience (At least 10 years' relevant experience in the field of architectural design, and detailed engineering study of other vertical structures, preparing tender documents for government/public and private buildings); and</b></li> <li><b>2. List of the main similar assignments in terms of technical scope and value of the project; with <u>at least two similar assignments proven by certificate(s) of good completion</u></b></li> </ol> <p><b>Similar Projects shall refer to contracts with a scope of works related to architectural design, detailed engineering <u>studies of hospitals of more than 100 beds, and the preparation of related tender specifications</u></b></p> <p>(Please refer to the minimum requirement for the firm in the ToRs - point 5.6.1.)</p>
<p>Minimum required equipment: The Consulting firm's office should be equipped with computers <b>with BIM (Building Information Modelling) or similar software</b> and other necessary architectural &amp; structural software with competent personnel to use them. All plans should be computer-produced.</p>	<p>Detailed list of equipment to be used, including computers <b>with BIM (Building Information Modelling) or similar software</b> and other necessary architectural &amp; structural software with competent personnel to use them</p> <p><b>(Please refer to the minimum requirement for Consulting firm's Equipment in the ToRs - point 5.6.3.)</b></p>
<p>An indication of the proportion of the contract which the service provider intends possibly to <b>subcontract</b>.</p>	<p>supporting documents to be attached (if any)</p>



## Overview of the documents to be submitted – to be completed exhaustively

### 6.8. 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.

### 6.9. Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**<sup>17</sup> from the competent authority.

### 6.10. VAT Registration certificate

### 6.11. Non-Bankruptcy certificate

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

At the latest before award, the Bidder must provide a certification 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 **3<sup>rd</sup> term of 2022**.

### 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**<sup>17</sup> (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.

### 6.14. List of the similar assignments

Bidder must provide in his bid the list of the **main projects (min. 2) previously performed (works related to architectural design, detailed engineering studies of hospitals of more than 100 beds, and the preparation of related tender specifications)**, 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.

Description of the main similar projects performed	Delivery places	Amount involved	Relevant dates in the last 10 years	Name of the Client

<sup>17</sup> In case of a consortium or a temporary association, the certificate must be submitted for all members.

The bidder also has to Provide a list of computers equipped **with BIM (Building Information Modelling) or similar software** and other necessary architectural & structural software with competent personnel to use them

#### **6.15. Certificates of good completion (similar assignments)**

For each of the listed projects (minimum 2), 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. Annexes

### 6.16.1. GDPR clauses (in case of contractor who will process personal data)

*This annex is to be used if the tenderer is a sub-contractor in the sens of GDPR regulations, a natural or legal entity that 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.*

#### 1. AGREEMENT on the Processing of personal data (GDPR)

##### **BETWEEN:**

**The 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:**

**The 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](mailto: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<sup>18</sup>.
- 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 subcontracting contract. The contracting authority disposes of a minimum period of [...] 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

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<sup>18</sup> To be adapted in accordance with Tender Specifications.



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 subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the 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 is under the supervision of one Supervisory Authority 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 contracting authority'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 and processing of personal data.
- 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 contractor<sup>19</sup>**

### **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:

\_\_\_\_\_  
<sup>19</sup> To be filled out by the contracting authority and the contractor.

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

- ☐ Personal identification data (e.g. name, address and telephone, etc.)
- ☐ 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
- ☐ 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 DGPR)
  - 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 subsequent subcontractors/processors:**

<Describe>

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

Name:	
Title:	
Telephone number:	
E-mail:	
Name: <sup>20</sup>	

<sup>20</sup> Identify the person responsible of the project/department/other as appropriate

Title:	
Telephone number:	
E-mail:	

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

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

## **Annexe 2: Security of processing<sup>21</sup>**

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.<sup>22</sup>

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]

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<sup>21</sup> To be filled out by contractor

<sup>22</sup> Consideration 81 of the GDPR