

Tender Specifications RWA21001-10065 – relaunched

Public Works contract for

**“MAINTENANCE AND ADAPTATION WORKS FOR RWANDA FDA
QUALITY CONTROL LABORATORY”.**

Direct Negotiated Procedure with Prior Publication

Country: RWANDA

Navision code: RWA2100111

KWIGIRA PROJECT

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1. Administrative and contractual provisions

1.1. General remarks

1.1.1. Derogations from the Royal Decree of 14 January 2013

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

1.1.2. Contracting authority

The contracting authority of this public contract is Enabel, the Belgian agency for international cooperation, 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).

This tender is organised by Enabel in Rwanda, acting under a mandate from the European Union to implement projects in health, agriculture, agroforestry, and urbanisation, thereby contributing to Rwanda's socio-economic development. All activities and commitments described in this document are undertaken within the framework of that mandate.

For this public contract, Enabel is represented by **Ms. Virginie HALLET, Country Director - Enabel in Rwanda**, or, where applicable, by any other person(s) duly mandated in accordance with Enabel's mandate structure to represent Enabel vis-à-vis third parties and to award public procurement contracts.

1.1.3. Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption, transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.1.4. Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁵;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement⁵;
- Circulars of the Prime Minister with regards to public procurement⁵.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

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

1.1.5. Definitions

The following definitions apply to this contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor/building contractor: The tenderer to whom the public contract is awarded;

⁵ A consolidated version of this document can be consulted on www.publicprocurement.be.

⁶ Belgian Official Gazette of 21 June 2013.

- The contracting authority: Enabel, represented by the Country Director of Enabel in Rwanda and/or any other person(s) duly mandated in accordance with Enabel's mandate structure to represent Enabel vis-à-vis third parties;
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Contract notice and 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;
- Summary bill of quantities: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;
- Litigation: Court action;
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the public contract;
- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;
- Processor (subcontractor) in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

- **Recipient in the meaning of the GDPR:** a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not;
- **Personal data:** any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.2. Processing of personal data and Confidentiality

1.2.1. Processing of personal data

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

1.2.2. 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>

1.2.3. Deontological obligations

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

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

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.

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.

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.

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.

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.

1.3. 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 the public 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 works contract.

2.2. Subject-matter of procurement

This public contract consists of “**MAINTENANCE AND ADAPTATION WORKS FOR RWANDA FDA QUALITY CONTROL LABORATORY**”, in conformity with the conditions of these Tender Specifications.

2.3. Lots

The procurement contract consists of a single, indivisible lot, as a unified set of services is necessary for its execution. A tender for part of a lot is inadmissible.

2.4. Items

This public contract consists of the assignment described in the technical specification sections of this tender document and the items specified in the Bill of Quantities (**See art. 5 and art. 6.4 of the tender specification and the Excel Annex**).

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

2.5. Duration of the public contract

The contract begins on notification of the award and ends on final acceptance.

The works shall be completed within 6 months as of the date set in the written service order to commence the works.

The final acceptance will be pronounced 365 calendars days after provisional acceptance of the works (start of the guarantee period).

See also art. 5.4 Duration – indicative workplan and reporting.

2.6. Variants

Variants are not permitted.

2.7. Options

Options are not applicable.

2.8. Quantities

Quantities are specified in the Bill of Quantities (BoQ) provided for this contract (**BoQ - See art. 6.4 and the Excel Annex**).

3. Procedure

3.1. Award procedure

Direct Negotiated Procedure with Prior Publication in application of Article 41 of the Law of 17 June 2016.

3.2. Publication

3.2.1. Official publication

This contract is officially advertised in the Belgian Public Tender bulletin.

3.2.2. Further notification

These Tender Specifications are posted on the website of Enabel (www.enabel.be), and officially advertised on the OECD website.

3.3. Information

The awarding of this procurement contract is coordinated by **Mr. Evariste SIBOMANA, Contract officer at Enabel in Rwanda** – evariste.sibomana@enabel.be

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement 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 05/05/2026 inclusive candidate/tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to:

Evariste SIBOMANA, (evariste.sibomana@enabel.be),

with copy to

Antoine GATERA (antoine.gatera@enabel.be)

and

Ladislav HAVUGIMANA (ladislav.havugimana@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 7 days before the deadline** for submission of bids.

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

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

To be able to submit a tender in full knowledge of the facts, the tenderer may visit the website. www.enabel.be.

The tenderer is supposed 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 in the Belgian Public Tender Bulletin 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.

In accordance with Article 81 of the Royal Decree of 18 April 2017, 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

The tenderer must use the tender forms in annex **(see point 6)**. 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 forms 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 remain bound by their tender for a period of 120 calendar days from the tender reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3. Determination, components and price adjustments

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

This public contract is a lump-sum price contract, i.e. a contract in which the global price is a flat fee that covers the whole performance of the contract or each of the items of the inventory.

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

3.4.4. Elements included in the price

The tenderer is to include in the unit and global prices of the works contract all costs, measures and charges generally inherent to the performance of the contract.

In the unit and global prices for the contract for works any costs, measures and charges applied to the performance of the contract, namely:

1° Where applicable, the measures imposed by occupational safety and worker health legislation;

2° All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;

3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;

4° Removal, within the confines of the excavations, earthworks and dredging which may be necessary for construction of the structure, of:

a) earth, mud and gravel, stones, rubble, riprap of any kind, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris and waste materials;

b) any rock regardless of size where the procurement documents state that the earthworks, excavation and dredging are to be carried out in land known to be rocky, and in the absence of this statement, any rock and any blocks of masonry or concrete the individual volume of which does not exceed half a cubic metre;

5° the transportation and removal of excavated material, either away from the property of the contracting authority, or to locations within the sites for re-use, or to designated dumping sites, in accordance with the requirements of the procurement documents;

6° All overheads, incidental expenses and maintenance costs during contractual performance and the warranty period;

7° Customs and excise duties;

8° Acceptance costs.

All the works which, by their nature, depend on or are associated with those described in the procurement documents are also included in the contract price.

3.4.5. How to submit tenders?

The tenderer may only submit one tender per public 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.

The tender and all accompanying documents have to be numbered and signed (original handwritten signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document.

The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: **“TENDER”**, the tender documents number **RWA21001-10065** and the Navision code **RWA210111**).

The tender must be received **before 18 May 2026 at 04:00 pm Kigali time**. It must be sent to:

Evariste SIBOMANA
Contract Officer - Enabel in Rwanda
Belgian agency for international cooperation
KN 67 Street, plot N° 10
SANLAM Towers, Wing A, 6th 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.

NB: On 30 April 2026 at 11:00 AM Kigali Time, a compulsory site visit will be held at the following address:

Rwanda FDA Kicukiro offices - KK 15 Rd, Kigali – Kicukiro -Behind Rwanda Standards Board (RBS) Office

Contact persons : Mr. Antoine GATERA, antoine.gatera@enabel.be and Eng. Ladislav HAVUGIMANA, ladislav.havugimana@enabel.be.

For organisational purposes, bidders intending to attend the site visit are requested to notify the above-mentioned contact persons by email to confirm their attendance.

A site visit certificate shall be issued as evidence of the site visit and shall be submitted with the tender. Tenderers who do not attend the compulsory site visit will not be eligible to submit a tender.

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

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

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 given in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by email, 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 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.

3.4.7. Opening of Tenders

The tenders must be in the possession of the contracting authority **before 18 May 2026 at 04:00 pm Kigali time.** The tenders will be opened behind closed doors.

3.4.8. Selection of tenderers

3.4.8.1. Exclusion grounds

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 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.

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.

3.4.8.2. Selection criteria

Moreover, by means of the documents requested in the **'Selection file'** (**sections 5.6, 6.7 and 6.8**), the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical viewpoint, to successfully perform this public contract.

3.4.8.3. Overview of the procedure

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

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs (Best and final Offer). Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this contract.

3.4.9. Award criteria

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the following criteria:

Criteria 1: Award on the basis of the Price: 60%.

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

$$\text{Score bid A} = \frac{\text{Amount of lowest tender} * 60}{\text{Amount of bid A}}$$

Criteria 2: Quality /technical proposal: 40%.

<i>Criterion</i>	<i>Description</i>	<i>Max Points</i>
<i>1. Methodology, Work Approach and Work Plan</i>	<i>Clarity, coherence, and relevance of the proposed methodology, including understanding of the assignment, logical sequencing of activities, feasibility of the work plan, and realism of timelines and deliverables.</i>	<i>25</i>
<i>2. Contamination Control, Environmental Protection, and Safety Measures</i>	<i>Quality, adequacy, and practicality of proposed measures to ensure contamination control, environmental protection, and occupational safety in line with applicable standards.</i>	<i>15</i>

Final score

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

3.4.10. Awarding the public contract

The contract will be awarded to the tenderer who has submitted the most interesting 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.

3.4.11. Concluding the public contract

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 official notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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



4. 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.

4.1. Definitions (Art. 2)

The following definitions apply to this contract:

- Managing official: The official or any other person who manages and controls the performance of the public contract;
- Performance bond: Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance by the contractor 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 acceptance of performance;
- Advance: Payment of part of the contract before acceptance of performance;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2. Usage of digital means (Art. 10)

The usage of digital means for the purpose of exchanging during the performance of the contract is allowed unless where indicated otherwise in these Tender Specifications.

In the latter cases, notifications of the contracting authority are sent to the domicile or the registered office mentioned in the tender.

4.3. Managing official (Art. 11)

The management and control of contract performance are entrusted to :

Mr. Antoine GATERA, Project Manager, e-mail: antoine.gatera@enabel.be)

Cc Supporting technical focal point; Eng. Ladislav HAVIGIMANA, Infrastructure Engineer, e-mail: ladislav.havugimana@enabel.be)

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

The managing official (or a representative appointed by 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. 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 point Contracting authority.

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

4.4. 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 building contractor 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.

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.

4.5. Confidentiality (Art. 18)

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

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

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

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

Therefore, he undertakes to:

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

contract (particularly regarding the privacy legislation with respect to personal data processing);

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

4.6. Personal data protection

4.6.1. Processing of personal data by the contracting authority

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

4.6.2. Processing of personal data by the 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, the following provisions apply.

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.

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

4.7. Intellectual property (Art. 19 to 23)

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

Without prejudice to the previous paragraph and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the

creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

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

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

4.8. Insurance (Art. 24)

The contractor takes out insurance policies covering his liability for occupational accidents, his third party liability and staff insurance, for the performance of the contract.

The contractor also takes out any other relevant insurance policy imposed by the procurement documents.

Within thirty days from contract conclusion the contractor shall be ready to provide evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during contract performance, the contractor provides such certificate within fifteen days following the reception of such a request from the contracting authority.

4.9. Performance bond (Art. 25 to 33)

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

This level of guarantee is justified by the complexity and criticality of the works, the significant operational and financial risks associated with potential delays or non-performance, and the project implementation deadlines.

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**⁷).

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.

⁷ Guarantees issued by insurance companies or other non-banking institutions will not be accepted.

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, and forward it by e-mail to info.cdcdck@minfin.fed.be

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

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

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

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

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function or

2° a debit notice issued by the credit institution or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function or

5° the original copy of the deed of undertaking issued by the credit institution.

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.

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

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.

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

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

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

The performance bond shall be issued in favour of the Contracting Authority. However, in view of the nature of the project and its implementation context, the Contracting Authority

shall have the right, at any time during the execution of the contract or thereafter, to transfer or assign the benefit of the performance bond, in whole or in part, to the final beneficiary of the works.

In such case, the contractor undertakes to take all necessary measures, at no additional cost, to ensure that the performance bond remains valid, enforceable, and fully effective for the benefit of the final beneficiary, including, where required, the amendment or reissuance of the guarantee.

4.10. Conformity of performance (Art. 34)

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

4.11. Plans, documents and objects prepared by the contracting authority (Art. 35)

At the request of the contractor, the contractor receives free of charge and where possible in digital form a complete set of plans that has served as the basis for awarding the contract. The contracting authority is liable for the conformity of these copies with the original plans.

The contractor preserves all the documents and correspondence relating to the award and performance of the contract and keeps these available to the contracting authority until final acceptance.

See Section 8 - ANNEX - DRAWINGS.

4.12. Detailed plans and work plans prepared by the contractor (Art. 36)

The contractor prepares at its own expense all the detailed plans and work plans he requires for successful performance of the contract

The procurement documents specify which plans require approval by the contracting authority, which has 10 days to approve or reject the plans starting from the date on which they are submitted to it.

Any corrected documents are resubmitted for approval to the contracting authority, which has 15 days to approve them, provided that the corrections requested are not the result of new demands made by the contracting authority.

4.12.1. Construction planning

How the planning is submitted is to be discussed with the managing official.

The first planning is to be introduced within 5 calendar days following tender award notification and it is to be updated every month during construction.

This draft construction planning provides, in addition to deadlines for the 'on-site' works as such, the timing for the different preliminary achievements such as the establishment of documents prescribed by the technical provisions, implementation plans and detailed plans, calculation notes, selection of equipment and materials, including the approval of related documents, the supplies, workshop or factory work, preliminary tests and conformity tests, etc.

After it has been studied and remarks have been made and following approval of the contracting authority, the planning becomes contractually binding.

4.12.2. Performance documents

These plans take into account the Tender Specifications and technical provisions, the design drawings of the project developer and general architecture plans, stability plans and special techniques plans annexed to these Tender Specifications.

All implementation plans and detail plans are to be submitted for approval to the contracting authority along with calculation notes, technical approvals and technical forms and in particular those related to the works and the equipment listed below (non-exhaustive list):

- Upgrade foundations in view of works planned
- Stability: plans for slabs, posts and beams, stairs or any prefabricated component
- Sealing
- Finishing of rooms (walls, floor and ceiling)
- Inside and outside drainage
- List of stones
- Roof covering, roof carpentry
- Façades
- Partition walls
- False ceilings
- Furniture based on tender documents
- Lights layout plan
- Plan of metal joinery (banisters, hand rails, gangway, porch)
- Outside joinery, List of inside joinery
- Plan of special techniques

The managing official may refuse technical forms which are partial, incomplete or too commercial and do not provide the technical information required for assessment and approval.

Samples of ironware, heating, electricity or plumbing fixtures or any similar pieces will be submitted for approval to the managing official who will, for that purpose, refer to the project developer's advice and the approved model will remain on the construction site until the placement of the last piece of its kind.

At the request of the contracting authority, the building contractor shall also provide the following documents during the performance period:

- Samples of materials proposed corresponding to the technical forms;
- Colour shade cards to determine the choice of colours;
- Test reports, technical manuals, technical approvals, technical forms, etc.;
- Products or equipment used for this contract.

Establishment of "As Built" plans

During performance, the building contractor shall revise and update the plans to the last detail in order to accurately reproduce the works and installations and their specifics as built.

When the works are completed and in view of provisional acceptance of the works, the building contractor is to submit the complete plans and diagrams of the works and installations as built.

When the works are completed and in view of provisional acceptance, the building contractor is to submit technical files including:

- technical specifications with brands names, types, origin of the equipment installed,
- users manuals, explaining the functioning of all equipment,
- maintenance manuals, explaining everything that needs to be done for the maintenance and care of the equipment (regular control and maintenance, list and codes of spare parts...),
- and test reports, tuning and adjustment reports.

4.13.Changes to the public contract (Art. 37 to 38/19 and 80)

4.13.1. 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 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.

4.13.2.Revision of the contract (Art. 38)

In accordance with Article 38 of the Royal Decree of 14 January 2013, the Contracting Authority reserves the right to modify the Contract during its execution where duly justified and based on objective and documented elements, in order to ensure compliance with the contract Deadline and duration of the Kwigira Project.

4.13.2.1. Conditions for activation

The parties acknowledge that timely completion is essential in light of the Project's deadlines, including where implementation may be affected by external factors (e.g. site access, coordination with the beneficiary, administrative processes).

Therefore, this clause may be activated at any stage of the contract, including early on, where delays in execution, or technical, operational or site constraints which, based on objective and documented elements, create a justified risk that the works will not be completed within the contract initial term (the 'Deadline').

Where the delay exceeds 20% of the duration of the initial term, such risk shall be deemed established, and the Contracting Authority may, in accordance with the provisions of the Contract, apply the measures set out below.

4.13.2.2. Measures

The Contracting Authority may, as appropriate and subject to prior written justification:

- adjust or reduce the scope of the Works;
- reorganise sequencing and prioritise specific deliverables;
- where necessary, terminate the Contract in whole or in part.

Any modification shall be:

- necessary, justified and proportionate;
- limited to 50% of the initial contract value in case of increase;
- without restriction for reductions, provided the nature of the Contract is preserved.

4.13.2.3. Effects

In case of adjustment or termination:

- the Contractor shall be paid for Works duly executed and accepted;
- the Contract price shall be adjusted accordingly.

The parties acknowledge that such adjustments may result from Project constraints and agree to cooperate in good faith to implement them.

4.13.2.4. Formalisation

Any modification or termination shall be duly formalised in writing.

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

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

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

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

As a reminder, in accordance with Article 80 of the Royal Decree of 14 January 2013, the building contractor is required to continue the works without interruption, notwithstanding any disputes which might result from the determination of the new prices.

Any order amending the contract during performance of the contract is issued in writing. However, minor amendments need only be entered in the works logbook.

The orders or entries shall specify the changes to be made to the initial terms of the contract and to the plans.

Setting unit or global prices – Calculation of the price

The unit or global prices of changed works, which the building contractor is bound to carry out, are determined in the following order of priority:

1. In accordance with the unit or global prices of the approved tender;
2. By default, in accordance with the unit or global prices inferred from the approved tender;
3. By default, in accordance with the unit or global prices from another contract of Enabel;
4. By default, in accordance with the unit or global prices to be agreed upon on the occasion.

In the latter case, the building contractor shall justify the new unit price by detailing the supplies, person-hours, equipment hours and general costs as well as profits.

Setting unit or global prices – Procedure to follow

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the managing official (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted on the basis of a standard form that will be provided by the managing official and will come with all necessary annexes and justifications.

This form for agreed prices is established on the basis of a format from Enabel. The building contractor will attach at least the following annexes and documents to it:

- The amending order from the contracting authority and more in general the justification of the modification of the works;
- The calculation of new unit or global prices;
- The quantities to be implemented for the existing items and for any new items;
- If appropriate, the tenders of subcontractors or suppliers consulted;
- Any other documents he or she deems pertinent.

After executing the works and at the latest upon establishment of the final settlement of account, the building contractor shall transfer the invoices that have been sent to him by subcontractors and suppliers to the managing official. He shall certify on these invoices not having received any credit note or compensation from the supplier or subcontractor for the invoice.

When the building contractor defaults on providing an acceptable new price proposal or when the contracting authority deems the proposal made unacceptable, the contracting authority will set the new unit or global price as of right, all rights of the building contractor being preserved.

Unforeseeable circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances that are unforeseeable and beyond the control of the parties.

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, where duly justified, consider compensation in accordance with the Contract and applicable law.

The application of this clause shall be without prejudice to the Contracting Authority's rights under Article 38 above.

4.14. Control and supervision of the public contract

4.14.1. Scope of the control and supervision (Art. 39)

The contracting authority may have the preparation and the performance of the delivery supervised or controlled at any location by all appropriate means.

The contractor is required to provide the representatives of the contracting authority with all the information and facilities needed for carrying out their task.

The fact that such supervision or control has been carried out by the contracting authority does not release the contractor of its liability should delivery eventually be rejected due to defects of any kind.

4.14.2. Technical acceptance procedures (Art. 41)

Concerning technical acceptance, it is necessary to distinguish between:

1° Preliminary technical acceptance within the meaning of Article 42;

2° Ex post technical acceptance within the meaning of Article 43.

The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their production, in accordance with the specifications of the procurement documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

4.14.3. Preliminary technical acceptance (Art. 42)

As a general rule, products may not be used if they have not been accepted by the managing official or his or her representative.

All equipment proposed must be approved by the contracting authority. This approval is obtained on the basis of the preliminary technical forms that have been elaborated by the building contractor and are submitted to the managing official.

The technical forms give a general overview of the equipment and give specifications and choices made for the project.

The contracting authority refuses technical forms which are partial or incomplete and which do not provide the technical information required for examination and approval.

Once the comments made are in the possession of the building contractor, he will take them into account and will complete the technical form in order to have it approved.

Technical acceptance may be carried out at various stages of production.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance.

The request of the contractor will be considered not having been made. A new request is made when the product is fit for acceptance.

The contractor is responsible for storing and conserving his products in view of any risks run by his company and this until provisional acceptance of the works.

Except for approved products, the costs pertaining to the preliminary technical acceptance are borne by the building contractor.

In any case, the costs include:

- Costs pertaining to tasks of the acceptance experts, including travel and accommodation costs of acceptance experts.
- Costs pertaining to collecting, packaging, and transporting samples, regardless where or where to,
- Costs pertaining to tests (preparation, manufacture of testing tools, the tests as such (in this respect, the circular letters pertaining to setting rates for tests apply),
- Costs pertaining to the replacement of products that are faulty or damaged.

4.14.4. Ex post technical acceptance (Art. 43)

Ex post technical acceptance will obligatorily be carried out for any defects to works or equipment components that would have remained hidden after completion of the works.

4.15. Provision of land (Art. 77)

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction sites, storing supplies, preparing and handling materials as well as land needed for storing soil, excavated soil that is known to be unsuitable for reuse as landfill, material from demolition, general waste of any kind and excess earth.

He is liable, vis-à-vis adjoining landowners, for any damage to private property while achieving the works or storing the materials.

The enclosing hoardings may not be used for advertising.

No advertising is allowed on the sites used, except for 'Construction site information'.

4.16. Labour conditions (Art. 78)

All the legal, regulatory and contractual provisions relating to the general conditions of work and health and safety in the workplace will apply to all personnel on the contractor's site.

The building contractor, all persons acting as a subcontractor at any stage and all persons providing personnel, shall be required to pay their respective personnel salaries, bonuses and allowances at the rates established by law, by collective agreements concluded by company agreements.

The building contractor shall keep available to the contracting authority at all times, at a location designated by the latter, a list, updated on a daily basis, of all the personnel it employs on the site.

This list contains at least the following personal information:

the name; the first name; actual occupation per day on the construction site; the date of birth; the job title; qualifications;

The Project Manager/Team Leader appointed by the building contractor for the performance of this contract with the contracting authority will have to master the following languages: English.

4.17.Organisation of the construction site (Art. 79)

The building contractor shall comply with the local legal and regulatory provisions governing building works, road works, health and safety in the workplace as well as the provisions of collective, national, regional, local and company agreements.

During the performance of the works, the building contractor shall be required to maintain the security of the site for the duration of the works and, in the interests of his appointees and the representatives of the contracting authority and third parties, to take all necessary measures to ensure their safety.

The building contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation and integrity of existing buildings and works. He shall also take all the precautions required by best building practices and any special circumstances to protect neighbouring properties and to prevent any disturbance to them through his fault.

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

The building contractor shall supply a purpose-made notification billboard for this construction site with dimensions and following the model offered by the contracting authority prior to starting the works.

This informative panel will be put in place when construction work starts along the public road in a place that is to be defined by the contracting authority.

4.18.Means of control (Art. 82)

The building contractor shall notify the contracting authority of the precise location of works in progress on its site, in his workshops and factories and on the premises of his subcontractors and suppliers.

Without prejudice to the technical acceptance operations to be carried out on site, the building contractor shall at all times grant to the managing official and other agents appointed by the contracting authority free access to the sites of production, for the purposes of monitoring strict application of the contract, in particular concerning the origin and quality of the products.

If the building contractor uses products that have not been accepted or that do not meet the demands of the Tender Specifications, the managing official or his/her representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract's conditions, without this decision generating an extension

of the performance period or any entitlement to compensation. The building contractor is notified about the decision by means of a written report.

4.19. Works logbook (Art. 83)

Upon contract conclusion notification, the building contractor makes the necessary Works logbooks available to Enabel.

Once the works have started, the building contractor shall supply 2 copies with all necessary information for establishing the Works logbooks on a daily basis to the contracting authority's representatives. This concerns:

- Weather conditions;
- Interruptions to works caused by adverse weather conditions;
- Accidents at work;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment actually used and equipment out of service;
- Unforeseen events;
- Amending orders of minor impact;
- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

Delay in providing the above documents may result in the application of penalties.

When the building contractor does not formulate any remarks in due form and within above-mentioned deadlines, he is deemed to be in agreement with the annotations made in the logbooks or detailed attachments.

When these observations are not deemed justified, the building contractor will be notified accordingly by registered letter.

4.20. Liability of the building contractor (Art. 84)

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

Any repairs to shortcomings are performed in compliance with the instructions of the contracting authority.

4.21. 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.

4.22. Means of action of the contracting authority (Art. 44-51 and 85-88)

The building contractor's default is not solely related to the works as such but also to the whole of the building contractor's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the 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.

In case of violation, the contracting authority may impose a lump-sum fine to him 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 appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. The contracting authority will decide independently about the application and the amount of this fine.

Moreover, in case of suspicion of fraud or of bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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.

4.22.1. Failure of performance (Art. 44)

The contractor is considered to be in failure of performance under the public contract:

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

2° at any time, when performance 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.

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

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter or equivalent addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 86 and 87.

4.22.2. Penalties (Art. 45)

Special penalties

Because of the significance of the works, are burdened, without the need for notice and by the breach only, with a daily penalty of EUR 250 for every calendar day of non-performance:

- Non-delivery of administrative and technical documents such as construction plans & designs: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.

- Delay in executing observations or administrative orders of the contracting authority's via the managing official: Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by the time set by the managing official, the contractor will be penalised per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

If a shortcoming to one of the stipulations mentioned above is found in accordance with Article 44 §2 of the Royal Decree of 14 January 2013, the contracting authority may allow a period to the building contractor to repair the shortcoming and to inform it about this reparation by registered mail. In this case, the contractor is notified of the deadline along with the failure of performance report mentioned in Art. 44 §2 of the Royal Decree of 14 January 2013.

If no term is indicated in the registered letter the contractor is to repair the shortcomings without any further delay.

4.22.3. Fines for delay (Art. 46 et seq. and 86)

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.

Fines are calculated following the formula given in Article 86 §1.

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.

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 2.5 the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

$$R = 0,45 * ((M * n^2) / N^2)$$

where,

R = the sum of the fines to be applied for a delay of n working days;

M = the initial value of procurement;

N = the number of working days initially specified for performance of the contract;

n = the number of working days of delay.

However, if the factor M does not exceed EUR 75 000 and, at the same time, N does not exceed 150 working days, the denominator N² will be replaced by 150 × N.

If the contract includes several parts or several stages, each of which has its own period N and value M, each of them will be deemed a distinct contract for the application of fines.

If, without setting parts or stages, the Tender Specifications stipulate that partial periods apply, failure to observe these will be penalised by special fines provided for in the Tender Specifications, or, in the absence of such a provision, by fines calculated in accordance with the formula referred to in Art. 86§1 of the Royal Decree of 14 January 2013, in which the factors M and N refer to the total contract. However, the maximum of the fines relating to each partial period of P working days shall be:

$$R_{par} = (M / 20) * (P/N)$$

4.23. Measures as of right (Art. 47 and 87)

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.

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 regie 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.

4.23.1. Other sanctions (Art. 48)

Without prejudice to the sanctions provided in these Tender Specifications, the contractor defaulting on performance may be excluded by the contracting authority from its public contracts for a three-year period. The contractor in question will be given the opportunity to present a defence and the reasoned decision will be notified to him.

4.24. Acceptance, guarantee and end of the public contract (Art. 64-65 and 91-92)

4.24.1. Acceptance of the works performed (Art. 64-65 and 91-92)

The managing official will closely follow up the works during performance. The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

Provisional acceptance is provided upon the completion of performance of the works forming the subject-matter of the contract and, on expiry of a warranty period, a final acceptance marking full completion of the contract.

The total or partial taking of possession of the work by the contracting authority does not constitute provisional acceptance.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the works, set in conformity with the modalities in the procurement

documents, to carry out the acceptance formalities and to notify the result to the building contractor.

When the work is completed on the date set for its completion, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

When the work is terminated before or after this date, the building contractor notifies the managing official thereof, by registered letter or e-mail showing the exact date of dispatch, and requests, on that occasion, to proceed to provisional acceptance. Within 15 days after the date of receipt of the building contractor's request, and provided that the results of the technical acceptance inspections and prescribed tests are known, a report confirming provisional acceptance or refusing acceptance will be drawn up.

The warranty period commences on the date on which provisional acceptance is given and last for one year.

Within 15 days preceding the date of expiry of the warranty period, a report confirming final acceptance or refusing acceptance shall be drawn up.

The building contractor shall be held liable in respect of all works performed by him or his subcontractors until final acceptance of all works.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

However, after provisional acceptance, the building contractor will not be liable for damage the causes of which are not attributable to him.

The contractor who, during the warranty period, does certain works or partial works, shall restore the adjacent parts (such as paint, wallpaper, parquet floor...) if these have been damaged because of the repairs undertaken.

In buildings or other property that are being occupied the contractor may not hinder or endanger said occupation in any way for the performance of his works. The contractor shall bear all costs for the measures needed for that purpose.

During the warranty period, the building contractor shall carry out on the work, as required, all the works and repairs necessary to restore it to a good state of operation, and maintain it in this state.

From the time of provisional acceptance and without prejudice to the provisions of paragraph 1 relating to its obligations during the warranty period, the building contractor shall be responsible for the solidity of the work and the proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any breach of the contractor's obligations during the warranty period will be reported ('procès-verbal') and lead to measures as of right, in accordance with Article 44 of the GIR.

4.24.2. Price of the public contract in case of late performance (Art. 94)

The price of the works performed during a period of delay attributable to the building contractor will be calculated in accordance with whichever of the following procedures proves the more advantageous to the contracting authority:

- by assigning to the constituent elements of the prices contractually specified for revision the values applicable during the period of delay in question; or
- by assigning to each of these elements an average value (E) established as follows:

$$E = e_1 \times t_1 + e_2 \times t_2 + \dots + (e_n \times t_n)$$

$$t_1 + t_2 + \dots + t_n$$

where,

e_1, e_2, \dots, e_n , represent the successive values of the element in question during the contractual period, which may be extended insofar as the delay is not attributable to the building contractor;

t_1, t_2, \dots, t_n , represent the corresponding periods for applying these values, expressed in months of 30 days, each fraction of a month being ignored and the periods of suspension of performance of the contract not being taken into consideration.

The value of E is calculated to the second decimal place.

4.25. Terms and Conditions of Payment of the works (Art. 66 et seq and 95)

4.25.1. Payment timeline and method

Payment will be made within 30 days after submission and approval of the invoice.

Payment will be in Rwf by bank transfer only.

4.25.2. Invoicing requirements

The invoice shows the full details of the works that justify the payment and includes supporting annexes. The invoice will be signed and dated and will include the statement: 'Certified true and sincere for the amount of RWF (Amount in words)' and the reference **RWA21001-10065**.

All invoices shall be send electronically to rwa.invoices@enabel.be, with a copy to **Mr. Antoine GATERA**, antoine.gatera@enabel.be – with CC **Eng. Ladislav HAVUGIMANA**, ladislav.havugimana@enabel.be.

The invoice that does not respect the above cannot be paid.

4.25.3. Advance payment

Amount:

An advance of up to 20% of the total contract value (incl. taxes) may be requested by the contractor.

Conditions:

Advance payment is subject to:

- Notification of contract award;
- Submission of a written and dated request by the contractor;
- Submission of a bank guarantee, approved by the Contracting Authority, covering 100% of the advance and valid until full recovery through approved invoices.

Failure to provide an acceptable bank guarantee shall result in the non-granting of the advance, without affecting the contractor's obligations under the contract.

Recovery:

The advance shall be recovered through deductions from payments as follows:

- Each payment shall be reduced by the advance percentage;
- Deductions shall apply from the first payment until full recovery of the advance.

4.25.4. Contract Payment Instalments

Payments shall be made based on Interim Payment Certificates (IPC) prepared by the contractor and the supervisor, and approved by the Managing Official.

Payments will be made monthly, or more frequently upon duly justified request by the contractor and subject to approval by Enabel and the Customer.

Each payment shall:

- correspond to works duly completed and certified by the Technical Supervisor, the Customer, and Enabel;
- be limited to the actual quantities executed under the contract.

Preparatory works shall be accepted and paid pro rata to the progress of the main works, ensuring alignment with the overall percentage of completion.

Payments will be made based on works that are **completed, measured, and accepted by the Contracting Authority**, in accordance with the prices stated in the BoQs.

For each instalment, the progress report should be provided including:

- Total quantities to be achieved in accordance with departure measurements;
- The quantities and related percentage already achieved and registered in the progress report;
- The unit prices of the items;
- The total prices of the quantities achieved for each of the items;
- The total price of the invoice.

4.26. 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

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

To the attention of Ms. Laura Jacobs

rue Haute 147

1000 Brussels

Belgium

5. Technical specifications

5.1. Background

KWIGIRA Project is one of the health sector interventions financed by the European Union. Rwanda Food and Drugs Authority (Rwanda FDA)'s mission, provided under the Law N° 003/2018 of 09/02/2018, is to protect public health by regulating human and veterinary medicines, vaccines and other biological products, processed foods, poisons, medicated cosmetics, medical devices, household pesticide substances, tobacco and tobacco products, and the conduct of clinical trials. One critical piece required to establish local production of vaccines and other pharmaceutical products in the country is the existence of a strong regulatory agency, which is certified according to the World Health Organization (WHO) Global Benchmarking Tool and needs to reach and maintain at least Maturity Level 3.

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

Specific objective of the project is: "To assist the Rwanda FDA to adequately perform its mission to protect public health and to reach and maintain maturity level 3 of the WHO Global Benchmarking Tool (GBT) to fully regulate pharmaceutical products, including vaccine manufacturing in Rwanda". The project has two main results:

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

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

For the result 2, the KWIGIRA Project, in collaboration with the Rwanda Food and Drugs Authority (Rwanda FDA), has procured advanced laboratory equipment to strengthen its Quality Control Laboratory (QCL) capacity for regulatory testing, research, and lot release of medicines and vaccines. A recent facility assessment revealed that the current QCL infrastructure, designed for older equipment, lacks the spatial and technical capacity to accommodate the new equipment. Urgent works are required to modify and upgrade the laboratory layout to ensure timely installation, functionality, and compliance with quality standards.

5.2. Objectives of the assignment

This tender is organised by Enabel, implementing the EU-funded KWIGIRA Project. Enabel acts pursuant to the mandate granted by the European Union to implement the KWIGIRA project. All activities and commitments by Enabel set out in this document are undertaken under that mandate.

The general objective of this assignment is to **carry out maintenance and adaptation works the Rwanda FDA Quality Control Laboratory (QCL) with particular emphasis on the vaccine testing laboratory, in order to restore and optimise functionality, enhance safety, and ensure compliance with applicable laboratory operational standards and enable the effective installation and use of newly procured laboratory equipment.**

The specific objectives include the following :

1. Restore structural integrity of laboratory building.
2. Rehabilitate/upgrade vaccine testing laboratory rooms.
3. Improve safety and environmental control conditions within the laboratories,
4. Ensure compliance with national and international construction standards and laboratory operational requirements,
5. Extend the operational lifespan of the laboratory facilities.
6. Ensure laboratory safety and standards compliance of vaccines testing

5.3. Expected works and deliverables

The contractor shall undertake complete maintenance activities works, including civil, mechanical, electrical, ventilation system and laboratory support systems.

The scope of works shall include but not be limited to the following:

5.3.1 Civil and architectural rehabilitation

The contractor shall execute maintenance activities including:

- Rehabilitation of internal and external structural of existing room for an adapted vaccine testing laboratory.
- Floor and walls rehabilitation including replacement where necessary.
- Ceiling repair and replacement where necessary.
- Replacement or repair of doors and windows.
- Roof rehabilitation including protection of the facility from winds carrying dust that could harm equipment and contaminate the laboratory environment.
- External façade rehabilitation for disabilities.
- Painting and finishing works.
- Installation of laboratory benches and internal fittings.
- Repair and improvement of water supply and drainage systems.
- Rehabilitation of sanitary facilities.

5.3.2 Mechanical and ventilation systems rehabilitation

Mechanical systems rehabilitation shall include:

- Adapting work environment by establishment of HVAC systems to adequately monitor and control the working conditions,
- Replacement of air conditioning systems where specified,
- Rehabilitation of plumbing systems,
- Water supply system repair and upgrade,
- Wastewater and drainage system rehabilitation.

5.3.3 Electrical Systems Rehabilitation

Electrical rehabilitation shall include:

- Installation of main electrical distribution boards and installation of subsidiary distribution boxes for vaccine laboratory rooms,
- Installation and upgrade of power distribution protection devices,
- Internal and external lighting rehabilitation,
- Upgrade of earthing systems especial for vaccine laboratory,
- Installation of surge protection devices.

5.3.4 Laboratory utility systems

The contractor shall rehabilitate laboratory utility infrastructure including:

- Air compressors relocation to adapted location.
- Laboratory gas cylinder storage rehabilitation.
- Electrical power utility connections for laboratory equipment.

5.3.5 Fire and Safety Systems

The contractor shall ensure the rehabilitation of safety installations including:

- Fire detection systems.
- Fire alarm systems.
- Fire suppression systems.
- Emergency lighting systems.
- Safety signage.
- Evacuation routes.
- Emergency shower and eye washer.

5.3.6 Environmental and Safety Compliance

The contractor shall ensure:

- Safe construction practices by protecting the existing infrastructures.
- Proper waste management during works.
- Compliance with occupational health and safety regulations.
- Minimal disruption to laboratory operations.
- Workers shall be full protected against any hazard that could be occur.
- Optimize the risk of contamination of the existing operational lab.

5.3.7 Deliverables

The contractor shall submit the following deliverables:

5.3.7.1 Inception Report

To include:

- Mobilization plan,
- Detailed work methodology,
- Implementation schedule,
- Health and safety plan.

5.3.7.2 Detailed work

A Gantt chart outlining activities and timelines that include, as a priority, work related to the vaccine testing laboratory.

5.3.7.3 Monthly progress reports

Reports shall include:

- Works executed.
- Percentage of completion.

- Challenges encountered.
- Proposed mitigation measures.

5.3.7.4 Final completion report

Including:

- Summary of works completed,
- Compliance verification,
- Recommendations

5.3.7.5 As-built drawings

Updated drawings reflecting the completed rehabilitation works.

5.4. Duration – indicative workplan and reporting arrangement

5.4.1. Duration

The contract begins with notification of the award and ends on final acceptance.

This assignment is scheduled to be completed within a period **not longer than 6 months from the date of the contract award.**

The parties acknowledge that timely completion is essential in light of the Project's deadlines.

Any extension shall be exceptional, duly justified and subject to prior written approval.

The final acceptance shall be granted **365 calendar days after the provisional acceptance (the start of the guarantee period).**

The contract will be managed by the Managing Official who will oversee overall implementation and, in collaboration with Rwanda FDA, provide formal approval of the deliverables.

The firm shall be supervised on a day-to-day and technical basis by an appointed Supervision Firm and the Managing Official (or his/her designated representative), in close collaboration with the Rwanda FDA Head of Laboratory Services Department, Rwanda Housing Authority, and Rwanda Standards Board.

5.4.2. Indicative workplan

5.4.2.1. General Implementation Principles

The works shall follow these key principles:

- No works shall commence before validation of required insurance coverage
- The laboratory shall remain operational through:
 - Phased execution
 - Cluster-based work
- Strict contamination control measures shall be applied at all stages
- Critical systems (HVAC, electrical) shall be implemented early and fast-tracked

5.4.2.2. Phased Workplan

Phase 0 – Procurement, Mobilization and Insurance Validation

Duration: 2 weeks

Activities:

- Procurement and delivery of all materials (cables, HVAC systems, plumbing, etc.)
- Site mobilization
- Submission and validation of:
 - Contractors' All Risks (CAR) insurance
 - Third-party liability insurance
 - Employer's Liability Insurance covering all personnel engaged on the site

Milestone:

Authorization to commence works

Phase 1 – Global Protection of the Laboratory

Duration: 1 weeks

Activities:

- Full sealing of working areas (front and top protection)
- Installation of dust-proof partitions
- Protection of equipment (PCR, BSC, incubators, analytical instruments)
- Establishment of clean and dirty circulation routes

Milestone:

Laboratory fully protected

Phase 2 – Core Utilities (MEP Backbone – Fast-Track)

Duration: 4 weeks

Activities:

- Electrical backbone installation
- HVAC main systems installation
- Plumbing backbone installation

Milestone:

Core systems operational

Phase 3 – Vaccine Testing Laboratory (VBT) and New Functional Areas

Duration: 4 weeks

Activities:

- Plumbing and civil works for VBT areas
- Installation of supporting systems
- Initial HVAC integration

Milestone:

VBT area ready

Phase 4 – Validation and Transfer of Activities

Duration: 2 weeks

Activities:

- Environmental and HVAC validation
- Testing of systems
- Controlled transfer of laboratory activities

Milestone:

Operational continuity ensured

Phase 5 – Maintenance of Existing Laboratory Areas (Cluster-Based)

Duration: 5 weeks

Activities:

- Local protection before each room
- Works (civil, HVAC, electrical)
- Sequential execution by clusters:
 - PCR rooms
 - Microbiology laboratories
 - Support rooms

Milestone:

All internal laboratory areas renovated

Phase 6 – Systems Integration and Final Adjustments

Duration: 2 weeks

Activities:

- HVAC balancing and pressure cascade verification
- Electrical and plumbing testing

- Safety systems verification

Milestone:

Fully integrated systems

Phase 7 — External Works

Duration: 2 weeks

Activities:

- External façade works
- Drainage and accessibility improvements
- External installations

Milestone:

External works completed

Phase 8 — Commissioning and Provisional Acceptance

Duration: 2 weeks

Activities:

- Cleaning validation
- IQ/OQ/PQ
- Final inspection (Rwanda FDA, RSB, RHA)
- Preparation of as-built documentation

Final Milestone:

Provisional Acceptance of Works

Start of **12-month Defects Liability Period**

**Bidders are invited to propose an accelerated work plan, where feasible, without compromising the quality of the works.*

5.4.3. Reporting

Notwithstanding the rest of the tender documents, the firm shall provide the following reports as part of the assignment:

- 1. Inception Report with detailed work program**
 - Mobilization plan,
 - Detailed work methodology,
 - Implementation schedule,
 - Health and safety plan.
 - A Gantt chart outlining activities and timelines.
- 2. Monthly progress reports**
 - Works executed,
 - Percentage of completion,
 - Challenges/incident encountered,

- Proposed mitigation measures.
- 3. **Final Testing, Documentation, and Handover**
 - Commissioning and testing of all installed systems and equipment.
 - Summary of works completed and recommendations
 - Submission of as-built drawings, user manuals, and maintenance guidelines.
 - Final handover of the fully renovated and functional laboratory facility.

5.5. Technical specifications

5.5.1. Specifications & Performance Requirements

5.5.1.1. General considerations

On the technical viewpoint and before any execution,

The Contractor in charge of the implementation of the works in the present project, should take knowledge of all the specific parts of the work specified in the whole of document that form in all homogeneous and complete work. This implies that all works and supplies must be completed in accordance with the present tender document and specifications.

In a way to avoid other contentions the Contractor shall inform the Managing Official, in a separate note to his/her Bid, of all mistakes, omission or contradiction sighted in the document during studies, for appreciation by the client. In case of omissions in the description of certain works, the Contractor shall in all cases execute all necessary works to the perfect completion.

5.5.1.2. The unit prices of the Contractor

Prices for the replacement of damaged materials and/or equipment's must always include the dismantling and the evacuation of materials and /or the equipment's including the repair of the works damaged during the dismantling of work and other surroundings.

The descriptive bills of quantities in the technical clauses do not alone make up contractual statements. The Contractor shall not signal out any alterations in the present document, be it in the different sections or plans or other documents relating to this tender document.

The Contractor should be conscious and verify all quantities during the time of Bid preparation. If he finds out that some quantities indicated in the descriptive and quantitative clauses are improper or missing, the Contractor shall correct them in a separate note joined to his/her Bid and shall not in any way ask for any price modifications without the consent of both parties in a legally acceptable addendum to the contract.

5.5.1.3. During works execution

The Contractor shall signal out all expenses, materials and other equipment's or plans and diagrams that he judges necessary for the perfect execution of the works. These documents shall be submitted to the Managing official for approval who replies in 8 days following the receipt of the requests.

All details of supplies leading to the performance of principle plans must be submitted inevitably for approval by the Managing Official before the beginning of works execution, he shall always make sure that he gives his reactions in 8 days' time.

The Contractor shall not ask for any prolongation or compensation in terms of time for any modification he will have been asked to do. The Contractor must always present to the client for testing and approval any material or equipment before they are put to use.

5.5.1.4. Security

The Contractor shall, at all times, be familiar with the working environment and comply with all applicable laws, as well as all health, safety, security, and police regulations. The Contractor shall be liable for any loss or damage caused by fire and is responsible for the overall security of the Site.

5.5.1.5. Water and electricity

The Contractor shall be responsible for all the water and electricity consumption at the site.

5.5.1.6. Access to the Site

The utilization of the existing routes by trucks and by other equipment's should not cause any nuisances to the environment (dusts, noises, ruts etc.). All deterioration of surface caused to the adjacent works shall be repaired to the expense of the Contractor.

5.5.1.7. Implantation of works

All the Works and parts of works implantations will be done by the Contractor and at his expenses. Before commencement of works execution or implantation, the Contractor shall begin by a sub – implantation in order to verify the levelling of the land and inform the client of any possible inaccuracy. The representative of the client should first verify the implantation before works execution commences. A statement to the implantation shall be pronounced and given to the Contractor.

Before all beginning of works, the Contractor must precise in the presence of the Managing Official, the pegging defining the time of works on the basis of data provided by the Engineer: benchmark, origin of each intervention zone. He will be responsible for all accidents and should always endeavor to prevent them.

5.5.1.8. Utilization of materials

Materials to be used should be in conformity with the norms and laws in Rwanda and should conform to the present tender document. The conditions stipulated here shall always be considered as the minimum requirements for the implementation of the works.

5.5.1.9. Environment Protection

The Contractor must respect the norms and prescriptions in relation to environment protection. On this note he is supposed to remove all garbage and unused materials out of the site and deposited far away in conformity with environmental regimes.

5.5.1.10. Consistence of unit prices

The Contractor should be well versed with the conditions that would influence the execution of the works especially:

- The nature and the quality of soils and grounds,
- The conditions of transport and access to the site,
- The water and rain regimes in the region,
- The conditions of accessing water to the site,
- Any other particular conditions relative to the present site.

He should not therefore, raise any claims relative to the difficulty or other eventualities except in case of unforeseeable circumstances, fully recognized by all parties. He should therefore calculate all the unit prices on the basis of the complete execution of the works and in accordance with the techniques of high labor intensity.

The unit prices of the present tender covers all the contractors expenses, without any exceptions, in order to achieve the total completion of the foreseen works, this includes , the profit as well as other rights, taxes, general expenses, and all expenses done in Rwanda as a result of this work , mainly:

- All expenses (wages, social security funds, holidays, lodgings, transport etc), of supplies, renting, depreciation of equipment's and upkeep of the material,
- All expenses for the consumables bought in Rwanda or abroad, materials for site implantation and quarries
- All insurances of any nature, access to quarries, repair of roads, laboratory expenses, storage of materials.

Prices also include the expenses of site debarking and any other costs that are not incurred by the client.

5.5.2. Specifications of materials

5.5.2.1. General information

All materials shall be new and in full conformity with the present tender specifications and the Bill of Quantities (BOQ). They shall be supplied, installed, and maintained in the accordance with the rules of good workmanship and industry standards, free from any shortcomings that might compromise the solidity and durability of the work throughout its lifetime. The contractor must perform these obligations diligently and in a manner consistent with the highest professional standards of the trade.

The Contractor, at the request of the client, should justify their origin by presenting the invoice or any other document agreed upon by both parties. The Contractor must present to the client the results of all tests or exams that were requested.

All materials and tests requested will be done at the Contractor's expense and delivered to their designated places. If the quantity of materials refused exceeds 10% of the materials submitted for testing, then all the materials submitted will be disqualified. The Contractor should permanently facilitate easy access for the client's personnel to all quarries, factories, laboratories, and workshops, to closely follow up and monitor the execution of the tender document, particularly regarding the origin and quality of the materials.

The time allowed for tests is 10 days from the time of sample submission. However, if this time is exceeded due to the client's request, the time will be prolonged by an equal number of days to compensate for the delay. The Engineer can allow the use of similar products to those that are prescribed, if she judges that these products' value is equal in quality and efficiency. In case of doubt, she will proceed with tests.

5.5.2.2. Description of materials

5.5.2.2.1. Stone size and gravel

The density must be approximately 2500 kg/m³, and the resistance must be equal to or greater than 30 N/mm².

Before beginning, all stones must be curved to the required shape with uniform surfaces.

The quarry stones shall have a width that is twice their height, and a length that is twice the width. The minimal length is 20 cm, the other measurements varying according to the relative drawing.

5.5.2.2.2. Gravels and sands

Gravels and sands will be extracted from the quarries meeting the required technical and quality standards. These gravels and sands can also be extracted from the bottom of the rivers, but should be well washed and purified to remove silt before their utilization. The prescriptions fix minimal qualities for their granular metric spindles and their applications. Their minimal resistance is 30 N/mm²s.

5.5.2.2.3. Forged laminated Iron and steel griddles

Only iron and steel bars meeting the required technical specifications and verified by the contracting authority shall be used in the works; they should be strong, resistant to cold weather, and have the following min. characteristics:

- Apparent elasticity limit: 4200kg/cm² (420mpa) (> 480 N/mm²)
- Tensile stress: 5000kg/cm² (500mpa) (240 N/mm²)
- Compressive stress: 14% (< 10%)

Steels for reinforced concrete must be able to bend in cold weather without changing the diameter of the rod.

The griddle hovers must be united, shiny, of uniform thickness, without cracks or rips. Clippings must detach themselves without breaking.

The wavy griddle will be in sheets with measurements corresponding to those on the market.

The work of applying protective layers, such as galvanization and aluminum layers, is performed exclusively in the factory and according to the manufacturer's specifications.

5.5.2.2.4. Description of materials for concrete

a) Sand 0-4 mm:

The sand for concrete must come from natural layers or a crushing station. It must be free from all foreign bodies like organic matter, dust, oxides, pyrites, silt, or adhesive clays. It must not contain grains bigger than 5 mm. The equivalent of sand must be greater than 75%. The Managing Official can, if necessary, prescribe the washing of the sands. The granulometric test should be continuous with the following picture:

Sieve opening in mm (square mesh)	Percentage of weight passing through the sieve
5	100
2	50
0.5	20
0.08	5

b) Gravels 5-25 mm

The intended gravel for the concrete must be free from foreign bodies, such as organic matter and dust. Layers shall be selected from sources meeting the required technical and quality standards mentioned in the tender documents, proposed by the Contractor and subject to verification by the Managing Official. Gravels should present a regular shape and should neither be long nor flat. Their toughness and origin should be from proven tests with the following granulometric picture:

Sieve opening in mm (square mesh)	Percentage of weight passing through the sieve
25	100
20	75
15	50
10	15
5	0

c) The Cement

The recommended cement is Portland type Cement, Class P 325 or an equivalent cement meeting the same technical and quality standards may be used, subject to verification by the Managing Official. In the event of any doubt regarding the quality of the cement, the client shall request tests at the Contractor's expense.

The Managing Official reserves the right to exercise his control in the factory on the manufacture, conservation, and the expedition of the cements that will be provided for works. The cement will be delivered in intact sacks and stored in water-tight stores. The delivery of cement in a jumble, as well as the utilization of set cement, is forbidden.

In the case that there would be cements of several qualities or several origins, the different supplies should be stored separately. Sacks will rest on the stilted boards and will be stacked in approximate blocks of 20 tons. A rotation of stocks must be respected. All cement presenting traces of humidity or held at the time of work will be rejected.

d) Water

The water for concrete mixing must be clean, clear, and odourless. It must not contain matters in abeyance beyond 2 grammes of liter. It must not provoke any chemical reaction on the cement that would prevent it from holding.

e) Reinforcement steel bars

They should have a diameter of not less than the one found in calculations; the characteristics of the reinforcements with high binding are as follows:

- Apparent elasticity limit: 4200kg/cm² (420MPa)
- Tensile stress: 5000kg/cm² (500mpa)
- Compressive stress: 14%

The properties of round and smooth reinforcement bars are as follows:

- Normal elastic limit: 2200kg/cm² (220 MPa)
- Tensile stress: 3400kg/cm² (340mpa)
- Compressive stress: 25%

The reinforcement iron bars for concrete are the high tensile and high adherence type with a diameter of not less than 40mm, with the following characteristics:

- Elastic limit: 400 N/mm²
- Tensile stress: 480 N/mm²

They should always be free from any spot of oil, paint, or soil particles; they will be entirely rid of the adhesive rust. They will be stowed by ligatures of appropriate solidity and in sufficient number so that they can displace themselves during the setting up of the concrete.

For stirrups of Ø 6 mm, smooth steel will be used.

f) Making and setting up concrete

All concretes are made mechanically, except if the quantity of concrete to be made on the site is lower than 1 m³. All precautions should be taken to ensure that the temperature at the time of concrete setting is not greater than 40 °C. The tightening should be tidy and without provoking the beginning of segregation. The casting of concrete should be completed in an hour following the mixing and before it begins to set. Concretes should be maintained in good condition with adequate humidity for at least 15 days and should be protected from direct sunshine.

g) Casing frames and their removal

All reinforced concrete will be made in casings of wooden frames. Framings will be strong enough to resist the weight and the thrust of the concrete works. The vertical part of the frames can be removed 48 hours after setting, but the horizontal ones should never be removed in less than 15 days. The Contractor is not permitted to remove the frames before the guarantee has been confirmed by the client's representative.

h) Composition of concretes

Type of concrete	Dosage and application	Composition of granulates (in litres)	Resistance to the compression in 28 days
Concrete B 150	Reinforced concrete to be spread under the foundations and the base of excavation, with a dose of 150 kg/m ³	Cement: 200kg Sand: 400 litres Gravel: 800 litres	10 N/mm ²
Concrete B 250	Reinforced concrete for the slab at a dose of 250 kg/m ³	Cement: 250kg Sand: 400 litres Gravel: 800 litres	16 N/mm ²
Concrete B 300	Slightly reinforced concrete for pit covers, dose of 300 kg/m ³	Cement: 300kg Fine Sand: 400 litres Coarse Gravel : 800litres, Gros sable : 800	16 N/mm ²

Concrete B 350	Reinforced concrete for columns, slabs, and lintels.	Cement: 350kg	16 N/mm ²
	Dose at 350 kg/m ³	Sand: 400 litres Gravel: 800 litres	

5.5.2.2.5. Prescriptions of materials for mortar

a) Sand 0, 03–3 mm:

The sand for mortar should come from natural layers or crushing stations. It should be free from all foreign bodies such as organic matter, dust, silt, or adhesive clays. Spindle granulometric is continuous, sieving through meshes between 0.03 mm and 3 mm

b) Cement

The cement must be sourced from factories meeting the required technical and quality standards, as proposed by the Contractor and verified by the Managing Official. The Contractor will provide a certificate showing the origin of the cement. Portland Cement, Class P 325, or an equivalent cement of similar quality is recommended.. In the event of any doubt regarding the quality of the cement, the client shall request tests at the Contractor's expense.

The Managing Official reserves the right to exercise his control in the factory on the manufacture, conservation, and the expedition of the cements that will be provided for works. The cement will be delivered in intact sacks and stored in water-tight stores. The delivery of cement in a jumble, as well as the use of set cement, is prohibited.

In the case that there are cements of several qualities or origins, the different supplies should be stored separately. Sacks will rest on the stilted boards and will be stacked in approximate blocks of 20 tons. A rotation of stocks must be respected. All cement presenting traces of humidity or held at the time of work will be rejected.

c) Water

The water for concrete mixing must be clean, clear, and odourless. It must not contain matters in abeyance beyond 2 grammes of liter. It must not provoke, on the cement, any chemical reaction that would prevent it from holding.

d) Composition and preparation of mortars :

Destination	Cement Dosing (kg/m ³)	Sand (litres)
Masonry of Cement block	250	1.200
Masonry of quarry stones (gravel)	300	1.200
Block masonry	300	1.200
Roughcasting of walls (Plastering)	350	1.200
Joining works	500	1.200

It is essential to protect the mixed mortar from wind, rain, and direct sunlight. The prepared mortar must be used within 45 minutes of mixing. The mortar that has set should not be used.

5.5.2.2.6. Description of the masonry of Cement block

5.5.2.2.6.1. Execution of masonry

All finished walls must be flat. Foundations must be horizontal. Joints have a uniform thickness of 1 cm. The vertical joints alternate. Cement blocks are joined by a backfill of M 250 mortar.

5.5.2.2.6.2. The Cement block

The burnt clay bricks used will have measurements of 230x115x75mm. Their resistance to the compression will be not less than 35N/mm². These cement blocks will be of the artisan type. Cement blocks will be well-fabricated, without broken corners. The best cement blocks will be selected for the obvious masonry..

5.5.2.2.6.3. The joints

The thickness of joints won't exceed 15 mm. A middle thickness of 10 mm should be taken for optimum. The masonry should be executed according to the rules of the art with the very full joints that are regular; care should be taken not to make the bricks dirty with the mortar.

5.5.2.2.6.4. Description of quarry stone masonry

a) Stone Masonry

The stones to be used for masonry are those without visible fissures. The masonry will be executed according to the rules of the art, and the prescribed mortar is the M 300. Bigger-sized stones will be put in the horizontal sense. At least not more than a third of the stones should protrude through the thickness of the wall.

The big volumes of mortar should be avoided; the spaces between quarry stones should not exceed 6 cm, and should be filled with mortar. All direct contact between quarry stone should be avoided.

Before the temporary receipt, all the masonry work will be cleaned, brushed, and washed with water. Joints and the masonry work will be revisited to ensure they are clean in appearance.

b) Dry Masonry

The dry stone masonry is identical to masonry in stones, but their joints are not joined by mortar.

5.5.2.3. PVC Pipes

Materials to be used of polyvinyl chloride (PVC) shall have the following characteristics:

- **Lightness and Flexibility:** Density range of 1.1 to 1.35g/cm³.
- **Resistance to water's corrosiveness:** they are not attacked by the chemical agents and offer the best known resistance, with respect to the ASTM D870 standard.
- **Locally Available:** They are produced locally.

5.5.2.4. Window Glasses

Window glass, clear or tinted depending on the specification in the BOQ, must be flat and without any defects. Window glasses of 2.8 mm to 3.2 mm in thickness should not be used on an area lower than 1 m². Those with a thickness of 3.2 mm to 4.2 mm should not be used on areas exceeding 2.5 m². The naco louvers to be used in Windows should have a thickness of 6 mm.

Partitions will be equipped with 6mm tempered glass, flat and without any defects.

5.5.2.5. Materials for electric installation

a) General

A proposal for the complete electrical installation, which is in accordance with the REG and RURA regulations and according to the plans, must be submitted to the Contracting Authority for approval. The installation should include circuit-breaker boxes, thermal fuses, switches, and sockets.

b) Precautions of use

In the event of control and receipt of works, and if REG is unable to supply electricity, the Contractor should have a standby generator with the capacity to provide lighting throughout the entire process of control and receipt of works.

c) Uniformity of the electric installation

All the electric equipment supplied will be carefully selected and chosen to ensure a uniform installation. All points of connection, switches, sockets, and different lighting points shall first be submitted to the Managing Official for approval. All materials should be of the same model, color, and mark quality, and from the same manufacturer.

d) Wiring system,

All electric wires will be placed in PVC tubes, which should be embedded in the wall before plastering or installed in the ceiling. In the case of an apparent installation, tubes will be replaced by sheaths. Deviation boxes shall be made of plastic, in a square or round shape. Connections of wires must be well-tightened and insulated.

e) Mode of execution

The electrical installation shall conform to international standards, and all work should be conducted with consideration for public safety.

f) Electric Materials

Only electric materials that conform to the applicable REG and RURA regulations and the requirements set out in the present Terms of Reference. Their conformity shall be verified and accepted by the Managing Official before installation.

g) Electric Conductors (Wires)

All live electric conductors should be well insulated, and all of them shall be of the VOB type:

Blue: Neutral

Brown, Black, Red: Live

Green yellow: Earth

Wires of Ø 1.5 mm² shall be used for lighting

Wires of Ø 2.5 mm² shall be used in sockets

h) Earth wires

The earth wires must be of equal or bigger size than the live wires, and the resistance of the earth wires should be at least 10Ω or less.

i) Connections

Connections are executed consistently up to the level of the derivation boxes that enter the sockets or switches. It is prohibited to have wire connections or junctions between wires; all connections should be in derivation boxes.

5.5.2.6. Materials for painting

General note

One month prior to starting to paint, the Contractor shall submit to the contracting authority all types of paint proposed for use on each layer, for verification of their conformity with the

present Terms of Reference. The paint labels shall clearly indicate the origin, solvents, type of binder, and any other relevant information. Paints and varnishes shall not be applied on site until the required quality tests have been conducted and their conformity verified by the contracting authority.

The paint must be of a type suitable for a vaccine laboratory, meeting the required technical specifications for hygiene, chemical resistance, durability, and safety. A seamless, high-performance epoxy or polyurethane coating shall be used to ensure compliance with Good Manufacturing Practice (GMP) and relevant Biosafety Level (BSL) standards, specifically BSL-3 as specified in the present terms of reference.

Paints must possess a high stability to dyes, light, and the atmospheric agents (alkalis, water, CO₂, and other aggressive agents).

Before executing the painting works, the Contractor must clean wall surfaces and possibly repair zones affected by high humidity, rough, or cracked surfaces.

Two days before painting, the Contractor shall invite the contracting authority to inspect and approve the area ready for painting.

The Contractor should repair all areas showing specific malformations. Painting will be done in a minimum of 3 layers.

5.5.2.7. Various connections

5.5.2.7.1. Water and electricity

The Contractor shall endeavour to connect to the main water and electricity supply; all costs associated with this connection shall be at their expense. In the event that public water distribution is unavailable, he will need to install a permanent water storage system at the site.

5.5.2.7.2. Telephone and radio

The Contractor shall ensure that a fixed telephone or mobile is available at the site to maintain a permanent link between the site, headquarters, and the client.

5.5.2.7.3. Security and site protection

The Contractor is responsible for the site security. He must take all necessary measures to prevent accidents on the site and comply with all labor laws related to the protection of workers. He must protect the site against theft or damage to installations or materials. He will be responsible for all this until the temporary receipt of works.

5.5.2.7.4. Water diversion

The Contractor shall take necessary measures to ensure the outflow of rainwater and other exhaust.

5.5.2.7.5. Temporary enclosure

The Contractor shall ensure a temporary enclosure of the site up to the end of the works, which will be demolished and the surrounding area restored.

5.5.3. DRAWINGS: Vaccine and Biological Testing Lab Design

See Section 8 - ANNEX - DRAWINGS.

5.6. MINIMUM TECHNICAL REQUIREMENTS – QUALIFICATION, EXPERIENCE AND EQUIPMENTS (to be considered in selection stage)

5.6.1. Minimum required experience of the company (to be considered in the selection stage)

The company should have the following experience:

- The interested bidders should be companies duly **registered in construction sector for a minimum of 7 years prior to the submission deadline (proved by incorporation certificate/trading license).**
- The company should have accomplished **at least two similar assignments**
Similar Nature: construction works of medical/health facilities (e.g. maintenance or construction of hospital, operating theatre, sterile area, pathogenic lab, isolation centers or analytical lab, etc.
Similar Complexity: meaning project shall have involved multiple construction disciplines, such as structural works, building services (e.g. electrical and plumbing), and associated technical installations).

The proof for this will be the presentation of **certificate of good completion and/or any supporting documents (contracts, invoices...) approved by the entity that awarded the contract.**

Description of the similar works performed	Amount involved	Relevant dates	Name of the Client

5.6.2. Team composition and Minimum Profile Requirement (Experience and qualification for key experts)

This assignment requires a multi-disciplinary team from a consulting firm with strong knowledge and skills in construction consulting. The team should also demonstrate the ability to work with multi-disciplinary teams and be able to meet deadlines with minimum supervision.

The bidder is required to provide at least 6 key personnel who are suited to filling the 6 positions described, on the basis of their CV and copy of degree and certification, the range of tasks involved, and the required qualifications.

The table below specifies academic qualifications, technical expertise, experience, and other specificities that represent the minimum profile for the Key Experts.

1. PROJECT MANAGER/TEAM LEADER

Qualification:

He/she must have at least a **bachelor’s degree in Mechanical engineering,**

Electrical engineering, electro-mechanical engineering, civil engineering or equivalent (copy of diploma/degree to be provided).

The Project Leader shall have an excellent command of English and Kinyarwanda, enabling effective communication with local stakeholders and beneficiaries (*e.g. language certificate, academic background, or work experience in a Kinyarwanda-speaking environment*).

Professional experience (signed cv):

- At least **10 years of general experience** in construction works.
- At least **2 previous experiences in project management/team leader or supervision of construction projects (specific Experience)**.

Professional membership:

- Been **registered in a national institution of engineers or other recognized foreign institutions (proven by a copy of a valid membership certificate)**.

Task : The project manager shall be responsible for:

- Overseas the maintenance activities included but not limited to MEP, civil work, ventilation system and installation of accessibility control during this project from start to finish, managing timelines, resources, procurement, and budget.
- Manage day-to-day site activities, ensure safety, and coordinate between teams.
- Manager the risks and resources of the laboratory maintenance activity
- Manage the integration of maintenance component in a suitable manner
- Ensure the smooth and safety continuity of the existing laboratory operations
- Have the overall responsibility of delivering the assignment.
- The person will be the contact person for the project (consultant) team.

2. CIVIL ENGINEER/SITE MANAGER

Qualifications :

- He/she must have at least **a bachelor's degree in civil engineering, Construction Technology, or equivalent fields (copy of diploma/degree to be provided)**.

Professional experience (signed cv):

- At least **7 years of general experience in the field of construction**.

Professional membership:

- Been **registered in a national institution of engineers or other similar recognized foreign institutions (proven by a copy of a valid membership certificate)**.

Task: The Civil Engineer shall be responsible for the design layout and structural modifications, all construction activities and ensuring compliance with building standards.

3. MECHANICAL ENGINEER

Qualifications:

- He/she must have at least a **bachelor's degree in mechanical engineering, Electromechanical engineering or equivalent fields** (copy of diploma/degree to be provided)
- **Certificate Class D in HVAC and switch gear or equivalent** (proven by a copy of a valid membership certificate).

Professional experience (signed cv):

- At least **5 years of general experience in MEP** (mechanical, electrical, ventilation or plumbing)

Professional membership:

- Been **registered in a national institution of engineers or other similar recognized foreign institutions** (proven by a copy of a valid membership certificate).

Task: The Mechanical Engineer shall be responsible for ensuring that the HVAC and related mechanical systems are properly designed, installed, and validated to maintain strict airflow control, negative pressure, and environmental conditions required for safe and compliant SB3 laboratory operation.

4. BIO MEDICAL ENGINEER (BIOMENG)

Qualifications:

- He/she must have at least a **bachelor's degree (AO) in Biomedical Engineering or equivalent field** (copy of diploma/degree to be provided)

Professional experience (signed cv):

- Having **5 years of general experience** in Biomedical Engineering
- At least **two (2) experiences in the installation of biomedical systems and equipment for health, medical or any other similar relevant facilities.**

Professional membership:

- Been **registered in the Biomedical Engineering (RAME), Rwanda Allied Health Professionals Ethics and Practice Council (RAHPC), or other similar recognized foreign institutions** (proven by a copy of a valid membership certificate).

Tasks: BioMeng shall ensure the lab design and setup, as well as compliance with the health laboratory layout and other critical requirements, including temperature, humidity, and air filtration controls.

5. ELECTRICAL ENGINEER

Qualifications:

- He/she must have at least a **bachelor's degree (AO) in Electrical engineering or equivalent field** (copy of diploma/degree to be provided)

- **Certificate Class Z in electrical installation or equivalent** (copy of a valid certificate to be provided).

Professional experience (signed cv)

- At least **7 years of experience** in Electrical installations

Professional membership:

- Been **registered in a national institution of engineers or other similar recognized foreign institutions** (proven by a copy of a valid membership certificate).

Tasks: The electrical engineer is responsible for reviewing, redesigning, and overseeing the reinstallation of the entire electrical network to ensure a safe, reliable, and fully compliant power system that supports SL3 biosafety requirements and uninterrupted laboratory operations.

6. HEALTH, SAFETY, AND ENVIRONMENT (HSE) EXPERT OFFICER

Qualifications:

- **He/she must have at least bachelor's degree (Ao) in Environmental Management or equivalent field** (copy of diploma/degree to be provided)

Professional experience (signed cv)

- At least **5 years of general experience** in Environmental Management, managing environmental risks and occupational health and safety requirements
- Conducted **at least 2 projects of building construction as a Health, Safety and Environment officer.**

Professional membership:

- Been **registered in the RAPEP for Environmental and social safeguards or other similar recognized foreign institutions** (proven by a copy of a valid membership certificate).

Tasks : HSE shall ensure compliance with laboratory safety standards and safety protocols.

Note:

- All CVs of the key personnel shall be signed by the personnel. The Contractor shall present only the CVs of key experts who have formally confirmed their availability to participate in the execution of this assignment.

6. Forms

6.1. Identification form

6.1.1. Natural person:

I. PERSONAL DATA	
FAMILY NAME(S) ⁸	
FIRST NAME(S)	
DATE OF BIRTH	
DD	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT
DRIVING LICENCE ⁹	OTHER ¹⁰
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ¹¹	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX
REGION ¹²	CITY
	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the 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?	BUSINESS (if applicable) NAME
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF MAIN
	REGISTRATION CITY
	COUNTRY
DATE	SIGNATURE

⁸ As indicated on the official document.

⁹ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹⁰ Failing other identity documents: residence permit or diplomatic passport.

¹¹ See table with corresponding denomination by country.

¹² To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2. Private/public law body with legal form

OFFICIAL NAME ¹³	
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	
ORGANISATION	FOR PROFIT
TYPE	NON FOR PROFIT NGO ¹⁴ YES NO
MAIN REGISTRATION NUMBER ¹⁵	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE	OF MAIN
REGISTRATION	CITY COUNTRY
DATE	OF MAIN REGISTRATION
	DD MM YYYY
VAT number	
ADDRESS	OF
HEAD OFFICE	
POSTCODE	P.O. BOX CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

¹³ National denomination and its translation in EN or FR if existing.

¹⁴ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹⁵ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3. Public-law body¹⁶

OFFICIAL NAME¹⁷	
ABBREVIATION	
MAIN REGISTRATION NUMBER¹⁸	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE	OF
REGISTRATION	CITY
DATE	MAIN REGISTRATION
OF	REGISTRATION
VAT NUMBER	DD MM YYYY
OFFICIAL	ADDRESS
POSTCODE	P.O. BOX
COUNTRY	CITY
E-MAIL	PHONE
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

¹⁶ 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.).

¹⁷ National denomination and its translation in EN or FR if existing.

¹⁸ Registration number in the national register of the entity.

6.3. Financial identification Form

FINANCIAL IDENTIFICATION FORM

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

	BANK (2)		
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION	

COMMENTS:

STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)

DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)

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

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

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

6.4. Tender form – Prices – Bill of quantities

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

VAT percentage: 18 %.

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

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

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

Detailed bill of quantities

See Section 8 - ANNEX – BOQ

6.5. Declaration on honour – Exclusion grounds

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

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

The following are considered serious professional misconduct, among others:

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

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

5. When a conflict of interest cannot be remedied by other, less intrusive measures.
6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

7. Restrictive measures have been taken vis-à-vis the tenderer with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

8. The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address: :

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

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

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

For Belgium:

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

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

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

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

Date

Location

Signature

6.6. Integrity Statement of the tenderer

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

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

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

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

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

Date

Location

Signature

6.7. Selection file – Technical aptitude

To perform this assignment, the bidder is required to meet the minimum requirements outlined in **art. 5.6.1** and shall dispose of staff that can perform the contract properly **art. 5.6.2**).

When applicable, an indication of the proportion of the contract which the building contractor intends possibly to **subcontract via the form below**.

Subcontractors (if applicable)

Name and legal form	Address / Registered office	Services to be done

6.8. Selection file – Economic capacity

In the past five financial years the tenderer must have achieved a cumulative turnover of at least the equivalent of **500,000,000 Rwandan Francs**.

The tenderer shall include in its offer a **statement indicating its annual turnover for each of the last five (5) financial years²¹**.

Turnover – statement

	<i>Year 5</i>	<i>Year 4</i>	<i>Year 3</i>	<i>Year 2</i>	<i>Year 1</i>
<i>Turnover Rwf</i>					

Certified true and sincere,

Done at..... on.....

²¹ The Contracting Authority reserves the right to request additional supporting information, including financial statements, sworn statements from an accountant or statutory auditor, or any other relevant evidence.

7. Preparation of the tenders

The bidders **shall prepare separately, the administrative, technical and financial proposals as explained below.**

7.1. Administrative information

1. POWER OF ATTORNEY

When the tender is submitted by a mandatary, the tender must include a copy of the public deed or private document that transfers these powers to him or her or a copy of the proxy.

When the tender is submitted by a tenderer who intends to rely on the capacities of other entities, he shall prove to the contracting authority that he will have at his disposal the resources necessary, for example, by producing a commitment by those entities to that effect. The formal engagement consists of a written declaration signed by the mandatary of the third party, indicating the means, capacities and resources made available to the tenderer for performing this public contract. If this option was chosen, he documents regarding the exclusion grounds are also requested from this third party.

2. LEGAL IDENTIFICATION FORM – **See Art. 6.1**

3. FINANCIAL IDENTIFICATION FORM – **SEE ART. 6.3**

4. DECLARATION ON HONOUR/INTEGRITY FORMS – **SEE ART. 6.5 AND 6.6**

5. TAX CLEARANCE CERTIFICATE

At the latest before award, the bidder must provide a **recent certification** (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. SOCIAL SECURITY CONTRIBUTION CLEARANCE

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.

7. CRIMINAL RECORD CERTIFICATE

in the name of the tenderer (legal person) or for the representative (natural person) mandated to commit for the bidder.

8. NON-BANKRUPTCY CERTIFICATE/CERTIFICATE OF SOLVENCY

Issued by the competent authority in its country of establishment. When such document is not available : any other relevant document or declaration demonstrating that it is not subject to bankruptcy/insolvency (confirmation document from duly registered auditors or accountant or any equivalent document accepted under the laws of the tenderer/contractor's jurisdiction).

9. SITE VISIT CERTIFICATE – **SEE ART3.4.5**

Administrative Compliance Checklist

#	Documents	(Y/N)	Comments
1	Power of Attorney		
2	Legal Identification Form		
3	Financial Identification Form		
4	Declaration on Honour		
5	Tax Clearance		
6	Social Security Clearance		
7	Criminal Record		
8	Non-bankruptcy / Solvency		
9	Site Visit Certificate		

7.2. Selection information

It shall consider the requirements mentioned in **Art. 6.7 Technical capacity** and **Art. 6.8 Financial capacity.**

Selection Compliance Checklist

- Firm**

#	Requirement	Evidence Required	(Y/N)	Comments
1	Company registered \geq 7 years	Incorporation certificate / trading license		
2	At least 2 similar assignments (nature and complexity)	Summary table with the list of similar assignments + supporting documents Certificates of good completion / contracts/any other supporting documents		
3	Subcontracting	If applicable summary table with list of subcontractors		
4	Financial capacity	Turnover summary table for the last 5y		

- Key Experts**

#	Position	Key Requirements	Evidence	(Y/N)	Comments
1	Project Manager	bachelor's in Mechanical engineering, Electrical engineering, electro-mechanical engineering, civil engineering or equivalent fields + EN/Kinya + 10y experience + 2 similar projects + membership	Signed CV Degree/certif. membership		
2	Civil Engineer	bachelor's degree in civil engineering, Construction Technology, or equivalent fields + 7y experience + membership	Signed CV Degree/certif. membership		
3	Mechanical Engineer	bachelor's degree in mechanical engineering, Electromechanical engineering or equivalent fields + 5y experience + HVAC certification + membership	Signed CV Degree/certif. membership		

4	Biomedical Engineer	bachelor's degree (Ao) in Biomedical Engineering or equivalent field + 5y experience + 2 similar experience + membership	Signed CV Degree/certif. membership		
5	Electrical Engineer	bachelor's degree (Ao) in Electrical engineering or equivalent field + 7y + Class Z + membership	Signed CV Degree/certif. membership		
6	HSE Expert	bachelor's degree (Ao) in Environmental Management or equivalent field + 5y + 2 similar project + membership	Signed CV Degree/certif. membership		

7.3. Technical proposal

The technical proposal may be presented in free format. It shall not exceed ten pages.

It shall consider the requirements mentioned in **Art. 5 technical specifications**, including Methodology, work approach, and workplan and Contamination control, environmental protection and safety measures which will be evaluate in the award stage.

7.4. Financial offer

The tenderer shall use the tender forms included in the corresponding section of the tender documents/annex (**see art. 6.4 and annex BOQ excel**).

8. Annexes

8.1. Drawings

8.2. Bill Of Quantities