

Tender Specifications RWA23001-10017 of July 2026

Public Works contract for Rehabilitation Works of the Hanga Hub in YEGO Center of Rwamagana District.

Negotiated Procedure without Prior Publication

Country: RWANDA

CLIMURBA PROJECT- : RWA2300111

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1 General remarks

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.

These Tender Specifications derogate from Article (s) 25-33 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

1.2. Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian Agency for International Cooperation, a 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 procurement contract, the Contracting Authority is represented by Ms. Virginie HALLET, Country Director Enabel Rwanda and Tanzania, and Mr. Réal NIMPAGARITSE, Expert in Contracting and Administration, or any other person duly holding a mandate of representation, in accordance with the applicable Enabel's mandate structure.

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

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.

October 2003³, 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 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4. Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic 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;

³ Belgian Official Gazette of 18 November 2008.

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

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

⁶ Belgian Official Gazette of 21 June 2013.

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>.

1.5. Definitions

The following definitions apply to this contract:

The tenderer/bidder: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the Country Director of Enabel in Rwanda and/or any other person duly holding a mandate of representation, in accordance with the applicable Enabel's mandate structure;

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;

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to 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 contract;

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

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

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

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

1.6. Confidentiality

1.6.1. Processing of personal data

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

1.6.2. Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations with respect to the confidential nature of the information and that they shall comply therewith.

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

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

1.7. Deontological obligations

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 the beneficiary country's political, cultural or religious customs. 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.

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

1.8. Applicable law and competent courts

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

The parties commit to sincerely performing 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 in “**Rehabilitation Works of the Hanga Hub in YEGO Center of Rwamagana District**”, in conformity with the conditions of these Tender Specifications.

For the specifications of works/BoQ and design: see section 5 of the 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 items specified in the BoQ (**See also section 5 of the tender specification**).

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 contract⁷

The contract starts upon award notification with an overall execution period of maximum 4 calendar months and will last until the final acceptance of the works.

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 section 5 & 6.3**).

⁷ Please note: duration of the contract not to be confused with the period of performance.

3 Procedure

Considering article 14, §2, 1° of the law of June 17, 2016 relating to public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the law. The nature of the public contract in question is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network. In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

3.1. Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2. Publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be). Such publication constitutes an invitation to tender.

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 07/08/2026 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

Ladslas HAVUGIMANA (ladislas.havugimana@enabel.be)

and

Real NIMPAGARITSE, (real.nimpagaritse@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 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 that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

3.4. Tender

3.4.1. Data to be included in the tender

The tenderer must use the tender form in annexe (**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 form are drawn up in English.

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

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

3.4.2. Period the tender is valid

The tenderers 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 **EUR** inclusive of the VAT.

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

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

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, **including value-added tax**.

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 the 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?

Without prejudice to any variants, 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 **RWA23001-10017** and the Navision code **RWA2300111**).

The tender must be received before **18/08/2026 at 4:00 pm Kigali time**. It must be sent to:

**The Attention of 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 KIVOVU**

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 (Kigali 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.

Notice:

A compulsory site visit is scheduled on 29 July 2026 at 11:00 AM, Kigali Time, and will be held as follows:

**Hanga Hub in YEGO Center of Rwamagana District
Muhazi Sector, Nyarusange Cell, Plaje Village.**

The visit will start at 11:00 am

Contact persons:

- Eng. Ladislav HAVUGIMANA - ladislav.havugimana@enabel.be - Tel.: 0784726363
- Eng. Bahizi Wenceslas, Tel.: 0784458281
- Eng. Habineza Eric, Tel.: 0782345620

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

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

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

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to 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 the final deadline for receiving tenders indicated above. The tenders will be opened behind closed doors.

3.5. Selection of tenderers

3.5.1. Exclusion grounds

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

By signing the declaration on honor – exclusion ground form (**see point 6.4**), 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.

The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

3.5.2. Selection criteria

Moreover, by means of the documents requested in the ‘**Selection file**’ (section 5.7), the tenderer must prove that he is sufficiently capable, from technical viewpoint, to successfully perform this public contract. Only bidders who responds positively to all of the technical specifications and other technical requirements will be selected **on the technical point of view**.

3.5.3. 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. Maximum 3 tenderers may be included in the shortlist.

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. 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.

3.6. 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%.

Technical Area/criterion	Description	Evaluation weight(%)
1. Methodology and Work Approach	- Understanding of the assignment (building + coffee shop + External area) - Coherence and feasibility of the proposed methodology	15%

	• Integration of rehabilitation constraints (existing structure) • Sequencing of works to minimize disruption	
2. Work Plan and Timeline	• Realism of the execution schedule • Logical sequencing of activities • Allocation of resources (labor, equipment) • Identification of the critical path	10%
3. Risk Management and HSE Measures	• Identification of key risks: - Structural risks - Weather-related risks - Safety risks (especially for YEGO center users and workers) • Mitigation measures • Health, Safety, and Environmental (HSE) plan	15%

Final score

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

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.

4 Specific contractual and administrative conditions

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

These Tender Specifications derogate from Article (s) 25-33 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

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 **Ladislav HAVUGIMANA, Infrastructure Engineering Expert, e-mail: ladislav.havugimana@enabel.be**

Once the contract is concluded the managing official is the main contact point for the building 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 is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

The contractor may not sub-contract, sub-lease, delegate or transfer in any way the whole or more than 20 per cent (of the value) of the works.

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

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.

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.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

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 clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

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

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

4.8. Insurance (Art. 24)

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

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

§ 2. Within thirty days from contract conclusion the contractor provides 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)

For this procurement, a performance bond shall not be required.

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 contractor's request, the contractor receives, free of charge and, where possible, in digital form, the plans or sketches that 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.

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 **7 days** to approve them, provided that the corrections requested are not the result of new demands made by the contracting authority.

4.13. 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.

4.13.1. 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 equipment and the works 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, handrails, gangway, porch)
- Outside joinery, List of inside joinery
- Plan of special techniques

The managing official may refuse technical forms that 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.

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

4.14.1. 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.

4.14.2. Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.14.3. 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 of which the contracting authority was unaware.

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

4.15. Control and supervision of the public contract

4.15.1. 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.

4.15.2. 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.

4.15.3. 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 whereto,
- 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.

4.15.4. 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.

4.15.5. Performance period (Art. 76)

The building contractor is to complete the works within a period of 4 calendar months as of one day after the reception of the award notification letter. The defect liability period is of twelve months (or a better period provided by the bidder in his proposal).

The above-mentioned deadlines are mandatorily applicable.

4.16. 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'.

4.17. 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 Director of the project /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

4.18. 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.

4.19. 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.

4.20. 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 post or e-mail (with proof of the exact dispatch date).

4.21. 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.

4.22. 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.

4.23. 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 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.

4.23.1. 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 either by registered post or e-mail (with proof of the exact dispatch date).

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.

4.23.2. 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 post or e-mail (with proof of the exact dispatch date), the contractor is to repair the shortcomings without any further delay.

4.23.3. 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 1.4.18, 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:

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

4.24. 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.

4.24.1. 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.

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

4.25.1. 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 lasts for a minimum of twelve months or a better period provided by the bidder in his proposal.

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.

4.25.2. 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:

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

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

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.

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

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

The invoice shows the full details of the works that justify the payment.

The invoice will be signed and dated, and will include the statement: 'Certified true and sincere for the amount of (Amount in words).' and the reference **RWA23001-10017**, as well as the name of the managing official, **Eng. Ladislav HAVUGIMANA, Infrastructure Engineer;**

The invoice that does not include this reference cannot be paid.

The invoice address is:

ladislas.havugimana@enabel.be cc rwa.invoices@enabel.be.

Payment will be made in progress payments, as follows:

N° of instalment	Description of the milestones	Amount to be paid
1st instalment	Upon approval confirming completion of 30% of the total works	30% of the total contract amount
2nd instalment	Upon approval confirming completion of 70% of the total works	40% of the total contract amount
3rd instalment	Upon provisional acceptance (following completion of 100% of the works)	25% of the total contract amount
4th and final instalment	Upon final acceptance , after the warranty period and correction of any identified defects	5% of the total contract amount

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

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

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 payment shall be recovered by deductions from the first three instalments as follows:

- 30% of the advance payment shall be deducted from the first instalment;
- 40% of the advance payment shall be deducted from the second instalment; and
- the remaining 30% shall be deducted from the third instalment.

The advance payment shall be fully recovered no later than the payment made upon provisional acceptance.

Payment will be by bank transfer only.

4.27. 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. Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5. Technical specifications

5.1. General Information

5.1.1. Background

Enabel in Rwanda, acting on behalf of the European Union, in collaboration with the Rwanda Information Society Authority (RISA) and Rwamagana District, is supporting the development of Hanga Hub at the Youth Empowerment for Global Opportunities (YEGO) Center in Rwamagana District to accelerate digital transformation, reduce unemployment, and support young entrepreneurs, particularly in hardware and technology. This support is part of the EU's broader "Global Gateway" strategy, aimed at creating local jobs and fostering sustainable economic growth in Rwanda.

The key reasons for the funding include:

1. **Empowering Youth and Creating Jobs:** The project focuses on fostering digital skills and employment-readiness among young people, helping them turn ideas into startups across sectors such as agriculture, health, and tourism.
2. **Supporting "Made in Rwanda" Innovation:** The Hanga Hub provides tools for hardware prototyping, electronics, and high-tech innovation, allowing Rwandan innovators to manufacture products locally and reduce reliance on imports.
3. **Strengthening the Digital Ecosystem:** By providing accessible, specialized technical spaces in regional hubs, the EU enables technology-driven innovation to be available outside the capital, thereby expanding opportunities.
4. **Sustainable Economic Development:** The initiative aligns with Rwanda's economic transformation agenda by promoting a knowledge-based economy and supporting local entrepreneurship through mentorship, business incubation, and prototyping.
5. **"Team Europe" Approach:** The funding is part of a collaborative effort involving EU member states to support digital and green growth, fostering sustainable and secure connections.

This intervention is designed to ensure that Rwanda's burgeoning tech scene is supported by the necessary infrastructure to turn ideas into concrete business opportunities.

To implement this project, we will need to renovate some infrastructure to restore its functionality, improve safety, and enhance sustainability. In line with national priorities and environmental considerations, the rehabilitation will prioritize the use of locally available, sustainable construction materials and techniques.

5.2. Objectives of the assignment

The overall objective is to rehabilitate and upgrade the FabLab facility to ensure it is:

- Safe and structurally sound
- Functional for digital fabrication activities
- Environmentally sustainable
- Cost-effective through the use of local materials

5.3. Scope of works

The contractor shall carry out, but not be limited to, the following works:

5.3.1. Structural Rehabilitation

- Assessment and repair of existing structural elements (foundations, walls, columns, beams)
- Stabilization of cracks and weakened sections

5.3.2. Masonry and Wall Works

- Rehabilitation using locally sourced materials
- Partial reconstruction where necessary
- Improvement of wall resistance to moisture and weather conditions

5.3.3. Roofing Works

- Repair or replacement of the roofing structure
- Installation of durable roofing materials (e.g., iron sheets)
- Rainwater management (gutters and downpipes)

5.3.4. Flooring Works

- Repair or replacement of damaged floors
- Use of durable, locally appropriate finishes (e.g., polished concrete)

5.3.5. Doors, Windows, and Ventilation

- Replacement or repair using locally fabricated elements
- Improvement of natural lighting and ventilation

5.3.6. Electrical Installations

- Rehabilitation of electrical systems suitable for Hanga Hub equipment
- Provision of safe wiring, lighting, and power outlets adapted to the equipment provided to the Hanga Hub
- Review and upgrade the electrical protection (earthing installation and lightning protection)

5.3.7. Finishes and Aesthetics

- Internal and external finishes using sustainable materials
- Weather-resistant coatings
- Preservation of a modern and functional FabLab identity

5.3.8. External Works

- Drainage improvements
- Landscaping using local materials and plants
- Accessibility improvements (ramps, walkways)

5.3.9. Use of local materials

The contractor must prioritize:

- Materials sourced within Rwanda
- Low-carbon and environmentally friendly materials
- Local labor and craftsmanship

5.4. Deliverables

The contractor shall provide:

- Review of the BOQ and drawings
- Work execution plan and methodology
- Detailed work schedule
- Quality assurance plan
- Periodic progress reports
- Final completion report

5.5. Institutional Arrangements

- The works will be supervised by Eng. Ladislav HAVUGIMANA, Email: Ladislav.havugimana@enabel.be, Tel.: 0784726363
- Regular coordination meetings will be held involving the Contractor, the District, and Enabel

5.6. Location of the Works and Bill of Quantities

Hanga Hub in YEGO Center of Rwamagana District, Muhazi Sector, Nyarusange Cell, Plaje Village.

BILL OF QUANTITIES FOR THE REHABILITATION OF THE PREMISES FOR HANGA HUB OF RWAMAGANA YOUTH CENTER (YEGO CENTER)⁸			
1. Showroom, Terrace and Parking			
SN	ITEMS	UNIT	QTY
1	Metallic Tubes 60X40X1.5mm	LM	188.00
2	Metallic Tubes 40X40X1.5mm	LM	70.00
3	Metallic rainwater gutters	LM	35.00
4	Metallic Fascia boards	LM	90.00
5	Corrugated iron sheets gauge 28	m2	485.00
6	Ridge cover	LM	30.00
7	Supply and installation of PVC plastic gutters 110 PN 10 and accessories on both sides of the roof	LM	6.00
8	Floor finishing by terrazzo, color to be approved by Client	m2	450.00
9	Construction of a stone masonry structure	m3	8.64
10	Metallic double-door 1.8m width, same design and height as the existing doors	m2	8.82
11	Concrete paving blocks 80mm thick (including concrete curbs)	m2	450.00
12	Fence with welded wire mesh mounted on metallic tubes 60x40mm	m2	10.00
13	Interlocking Stabilized Soil Blocks (230x100x125mm) partition according to the drawing	m2	72.00
14	Reinforced concrete for the lintel above doors and ring beam at the roof level (concrete B 350)	M3	1.76
15	Cement plaster on ISSB partitions	m2	150.00

⁸ Unless otherwise specified, references to standards, materials, dimensions, capacity, power, or performance shall be understood as minimum or indicative requirements. Equivalent or higher-performing solutions are acceptable, provided they meet the intended purpose and are duly justified in the bidder's technical offer.

16	Apply one undercoat and three coats of first-grade silk vinyl emulsion paint, including preparation of the wall surface prior to receiving paint, and all required painting work on internal ISSB partitions	m2	150.00
17	Refresh interior paint with first-grade silk vinyl emulsion paint	m2	140.00
18	Single wooden/glass doors	Pc	5.00
19	Double wooden/glass doors	Pc	2.00
20	Demolish existing partitions, floor, ceiling, and any other part of the facility and clear out all the debris	Lump sum	1.00
21	Alu/glass partition	M2	15.00
22	12 mm Thick acoustic gypsum ceiling boards/ 600 x600 mm panels: suspended by 6 mm diameter mild steel hangers 600 mm long @ 300 C/C both ways or other approved suspension system, including all necessary works and finishing: fixed as per manufacturer's specifications and Client's detail.	m2	450.00
2. Coffee shop			
1	Moving the 40-foot shipping container from its current location to the indicated location of the coffee shop	Lump sum	1
2	Excavation to prepare the emplacement of the coffee shop (20mx10mx1m)	m3	200
3	Construction of a stone masonry structure	m3	5.76
4	Solid Burnt bricks 20cm wide	m3	17.28
5	Floor finishing by concrete, screeding, and smoothing on top with a trowel	m2	32.00
6	Aluminum door (entrance to the container on the side)	m2	2.25
7	4 opening metallic windows opening above the opening, above a metallic counter equipped with 2 stroboscopic amortisers per window and lock inside (window: 2.0mx1.2m; counter: 2.0mx0.5m).	m2	9.60
8	Metallic Tubes 60X40X1.5mm	LM	21.00
9	Metallic Tubes 40X40X1.5mm	LM	40.00
10	Metallic rainwater gutters	LM	10.00
11	Metallic Fascia boards	LM	28.00
12	Corrugated iron sheets gauge 28	m2	60.00
13	Small metallic rainwater gutters	LM	14.00
14	Supply and installation of PVC plastic gutters 110 PN 10 and accessories on both sides of the roof	LM	3.00
15	Wooden planks (Dimensions: 4x0.2x0.04m)	LM	138.00
16	MDF partition according to the drawing	m2	12.64
17	Wooden doors 2mx0.9m with all accessories	m2	2.00
18	#10 Self-drilling screws with flat head (pack of 50 pcs or more)	Box	5.00
19	Transformation work (opening and mounting windows and doors, mounting the terrace, etc), including all accessories, tools and labour.	Lump sum	1.00
20	Supply and install a single-phase cable 2x10sqm armored power cable	LM	20.00
21	Supply and install a water supply pipe PPR 3/4"	LM	50.00
22	Supply and install PPR plumbing fittings: Tee 3/4"	Pc	1.00
23	Supply and install PPR plumbing fittings: Stop valve 3/4"	Pc	2.00
24	Supply and install PPR plumbing fittings: 90-degree elbow 3/4"	Pc	10.00
25	Supply and install PPR plumbing fittings: coupling 3/4"	Pc	10.00
26	Supply and install PPR plumbing fittings: reducing coupling 3/4" to 1/2"	Pc	1.00

27	Supply and install PPR plumbing fittings: Fe Double Union 3/4"	Pc	1.00
28	Supply and install PPR plumbing fittings: Female coupling 1/2"	Pc	5.00
29	Supply and install PPR plumbing fittings: Male coupling 1/2"	Pc	5.00
30	Supply and install PPR plumbing fittings: Plastic ball valve 1/2"	Pc	1.00
31	Supply and install a handwashing sink with all accessories (stop valve, flexible hose, etc.)	Pc	1.00
32	Supply and install a double bowl kitchen sink with all accessories (stop valve, flexible hose, etc.)	Pc	1.00
33	Supply and install a water heater 50 liters with all accessories (stop valve, flexible hose pipes, etc.)	Pc	1.00
3. Electrical Installation Supply and Install			
1	Three-phase energy meter with all accessories issued by EUCL/REG	Lump sum	1.00
2	Supply and install the earthing system with earth resistance less than 10 Ohms, including all materials, accessories and labor	Lump sum	1.00
3	Supply and install a lightning system according to the Rwanda standard, including all materials, accessories and labor	Lump sum	1.00
4	16ways Complete Electrical Distribution Board with all protection accessories (earthing)	Lump sum	1.00
5	Compact 4-pole electrical circuit breaker (disjoncteur) Schneider 100A-160A or equivalent	pc	1.00
6	Single Phase Circuit Breaker Hager 10A or equivalent	pc	6.00
7	Single Phase Circuit Breaker Hager 16A or equivalent	pc	6.00
8	Three-Phase Circuit Breaker Hager 32A or equivalent	pc	1.00
9	Differential Circuit Breaker Hager 63A or equivalent	pc	1.00
10	Industrial plug and socket connector 410V three-phase electric 4 core 5 hole 16A waterproof explosion-proof aviation plug with all accessories	pc	3.00
11	Tuyaux pvc 3/4	pc	100.00
12	50*100 Plastic PVC cable Trunking	pc	6.00
13	Waterproof Junction Box, Wiska Grey 160mm x 140mm x 81mm	pc	3.00
14	Electrical Junction Box 140mm x 140mm x 80mm	pc	12.00
15	LED Bulb 15W	pc	23.00
16	Electric cable Single core 1.5mm ² 90m	Roll	9.00
17	Electric cable Single core 2.5mm ² 90m	Roll	8.00
18	Electrical Switch Two-Way Light Switch OMING 10A or equivalent	pc	10.00
19	Electrical Switch One Way Light Switch OMING 10A or equivalent	pc	6.00
20	Socket Outlets (Prise) Legrand 20A or equivalent	pc	31.00
21	5 Core Armored Cable 5*16 mm ² PVC Insulated	lm	52.00
22	Tape insulation 10pcs	Roll	5.00
4. External area/Public space (Front side near the road)			
1	Supply and build stone seating walls pointed with cement on the top in front of the showroom (2 ranges of seating of H=45cm, W=60cm, L=21m)	m3	11.34
2	Supply and plant trees (2 trees in the paved area and 4 trees in the road reserve space)	pcs	6.00
3	Supply and plant/maintain the greening with flowers, passparum and small trees	Lump sum	1.00
4	Building 2 stairs in stones and cement masonry of 30cm tread depth (horizontal step) and riser height (vertical step) of 18cm, from the road to the paved area with W=2m.	m3	4.80

5	A gate measuring 2 m by 1.5 m, constructed with a 60×40 mm rectangular hollow section frame, reinforced by one horizontal crossbar of 60x40 mm, and fitted with vertical 30×30 mm tubes spaced at 10 cm intervals.	pc	1.00
6	Concrete paving blocks 80mm thick (entrance, parking and walkway to the external toilets), including concrete curbs	m2	300.00
7	Supply and install a rainwater tank 10,000L, including a stone/cement masonry base and all accessories	pc	1.00
5. Renovation of the external toilets			
1	Blinding Concrete 1:4:8 Fcu 15	CM	0.20
2	Ceramic tiles 400X400X8 mm	m2	4.00
3	Metallic door	m2	1.44
4	Toilet with all accessories	pcs	1.00
5	Urinals with all accessories	pcs	1.00
6. CCTV System			
A	CAMERAS		
A1	Supply of 4 MP Indoor IP Dome Camera, PoE, H.265+, WDR, IR night vision (30 m), IK10 vandal-resistant, ONVIF compliant	No.	5
A2	Supply of 4 MP Outdoor IP Bullet Camera, IP67 weatherproof, PoE, H.265+, IR night vision (40 m), ONVIF compliant	No.	2
A3	Adjustable mounting brackets and fixing accessories	No.	3
A4	Waterproof junction box for outdoor camera	No.	1
B	RECORDING EQUIPMENT		
B1	8-Channel Network Video Recorder (NVR), H.265+, HDMI/VGA output, ONVIF compliant, remote viewing, motion detection and smartphone access.	No.	1
B2	6 TB surveillance-grade hard disk (approximately 30 days of recording for three cameras under normal settings).	No.	1
B3	Lockable wall-mounted equipment cabinet (6U) complete with shelf and cable management	No.	1
C	NETWORK EQUIPMENT		
C1	8-Port Gigabit PoE Switch (minimum 65 W PoE budget)	No.	1
C2	Gigabit Router (where required for remote monitoring)	No.	1
C3	6-Port Cat6 Patch Panel	No.	1
C4	Cat6 Patch Cords (1–2 m)	No.	4
D	CABLING SYSTEM		
D1	Cat6 UTP Solid Copper Cable	m	120
D2	Heavy-duty PVC conduit (25 mm)	m	70
D3	PVC cable trunking (40 × 25 mm)	m	30
D4	Flexible conduit for final camera connections	m	10
D5	RJ45 connectors	No.	10
D6	Cable clips, saddles, screws, anchors and miscellaneous fixing accessories	Lot	1
D7	Cable identification labels	Lot	1
E	POWER SUPPLY		
E1	13A switched socket outlet for CCTV equipment	No.	1
E2	Dedicated MCB connection from electrical distribution board	No.	1
E3	1000 VA Line Interactive UPS for NVR and networking equipment	No.	1
E4	Surge protection device for CCTV system	No.	1

E5	Earthing and bonding of equipment cabinet	Lot	1
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5.7. MINIMUM TECHNICAL REQUIREMENTS: QUALIFICATION AND EXPERIENCE FOR THE COMPANY AND KEY EXPERTS (to be considered in the selection stage)

5.7.1. Minimum Required experience of the company

The company should have the following experience:

- The interested bidders should be companies **registered in the construction sector**, with at **least 5 years' general experience in construction works** **proven by both the certificate of incorporation and the company profile.*
- The company should have accomplished at least two similar assignments.
*Similar Nature: **building construction works and/or building rehabilitation/renovation/maintenance works.***
*Similar Complexity: **project shall have involved multiple construction disciplines, such as structural works, building services (e.g. electrical and plumbing), and associated technical installations.***
 Proven by certificate of good completion and/or any supporting documents (contracts, invoices...) approved by the entity that awarded the contract, and considered acceptable by the Contracting Authority.

Description of the main similar services performed	Delivery places	Amount involved	Relevant dates	Name of the Client

5.7.2. Minimum team composition and required qualification and experience of the key experts

This assignment requires a multidisciplinary team from a construction firm with strong knowledge and skills in building construction. The team should also demonstrate the ability to work with multidisciplinary teams and meet deadlines with minimal supervision.

The bidder is required to provide at **least 5 key personnel** suited to fill the 5 positions described, based on their signed CVs, copies of their degrees and certifications, the range of tasks involved, and the required qualifications.

1 . PROJECT MANAGER / TEAM LEADER

The proposed Project Manager must meet the following minimum requirements:

Qualification:

He/she must have at least a **bachelor's degree in civil engineering, construction engineering, architecture, or other relevant similar field** (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 and/or English - speaking environment).

Professional Experience:

- At least **5 years of general Experience** in building construction works.
- At least **2 previous experiences in project management/team leader, or supervision of construction projects (specific Experience)** (copy of CV to be provided)

Professional membership:

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

Task: The project manager shall be responsible for:

- Overseas, renovation activities, including but not limited to MEP and civil work 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.
- Manage the risks and resources of the laboratory maintenance activity
- Ensure the smooth and safe continuity of the YEGO center's normal activities in the compound
- Have the overall responsibility of delivering the assignment.
- The person will serve as the contact for the project contractor team.

6. SITE ENGINEER

The proposed Site Engineer must meet the following minimum requirements:

Qualifications

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

Professional Experience:

At least **3 years of general Experience** in the field of building construction (cv to be provided)

Professional membership:

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

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

7. ELECTRICAL ENGINEER

Qualifications:

He/she must have at least a **Diploma in Electrical Engineering (A1) in Electrical engineering, electromechanical engineering, or other relevant similar field** (copy of diploma/degree to be provided)

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

Professional Experience

At least **3 years of Experience** in Electrical installations (cv to be provided)

Professional membership:

- Been **registered in a national institution of engineers, RURA, or other similar recognized professional body** (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 the Hanga Hub functionality.

8. WELDER/CARPENTER TECHNICIAN

Qualifications:

He/she must hold at least an **A2 Diploma in Welding, Mechanical, Electromechanical Engineering, Carpentry, or in another relevant similar field** (copy of diploma to be provided)

Professional Experience

At least **3 years of Experience** in welding and carpentry work (cv to be provided)

Tasks: The Welder/Carpenter Technician will modify the shipping container into a coffee shop by performing structural steel welding, assembling and repairing the roof, and installing interior/exterior wood plank finishes.

9. HEALTH, SAFETY, AND ENVIRONMENTAL (HSE) EXPERT

Qualifications:

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

Professional experience

- Conducted **at least 1 project of building construction as a Health, Safety and Environment officer** (cv to be provided).

Professional membership:

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

Tasks: HSE shall ensure:

1. Compliance with national safety regulations
2. Provision of PPE to all workers
3. Safe waste management practices
4. Minimization of environmental impact

Reporting and communication

Weekly Site Meetings: The Contractor shall participate in weekly site meetings with the Client's representatives. Meeting invitations may be issued by email or phone. Minutes of the meetings, including decisions made, action points, responsible persons, and deadlines, shall be circulated by email within two (2) working days after each meeting.

Monthly Progress Reports: The Contractor shall submit monthly progress reports by email to the Client's Managing Official no later than the 5th day of the following month. The reports shall include progress achieved against the work plan, completed activities, challenges encountered, planned activities for the next reporting period, and any deviations from the approved schedule.

Immediate Reporting of Risks or Delays: The Contractor shall immediately notify the Client's Managing Official by email of any risks, incidents, or delays that may affect the scope, quality, cost, or timely completion of the works. For urgent matters requiring immediate attention, the Contractor shall notify the Client by phone and follow up with a written email within twenty-four (24) hours.

Official Communication Channels: All formal communications, notices, reports, requests for approval, and instructions shall be exchanged through email between the Contractor and the Client's Managing Official. Phone calls and messaging applications (e.g., WhatsApp) may be used for day-to-day coordination and urgent matters; however, any decisions, approvals, or instructions communicated through these channels shall be confirmed by email to constitute an official record.

6. Forms

6.1. Legal identification Form

6.1.1. Private/public law body with legal form

OFFICIAL NAME¹⁵									
BUSINESS NAME (if different)									
ABBREVIATION									
LEGAL FORM									
ORGANISATION					FOR PROFIT				
TYPE		NON FOR PROFIT			NGO¹⁶		YES		NO
MAIN REGISTRATION NUMBER¹⁷									
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									

¹⁵ National denomination and its translation in EN or FR if existing.

¹⁶ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹⁷ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.2. Public-law body¹⁸

OFFICIAL NAME¹⁹			
ABBREVIATION			
MAIN REGISTRATION NUMBER²⁰			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE	OF	MAIN	
REGISTRATION	CITY	COUNTRY	
DATE	OF	MAIN	REGISTRATION
		DD	MM
		YYYY	
VAT NUMBER			
OFFICIAL			ADDRESS
POSTCODE		P.O. BOX	
		CITY	
COUNTRY		PHONE	
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹⁸ 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.).

¹⁹ National denomination and its translation in EN or FR if existing.

²⁰ Registration number in the national register of the entity.

6.1.3. Subcontractors (if applicable)

Name and legal form	Address / Registered office	Object of engagement

6.2. Financial identification Form

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

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

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

<u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u>



- (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.*

6.3. 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 EUR and exclusive of VAT:

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.

Certified true and sincere,

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

Detailed bill of quantities and Prices Form

BILL OF QUANTITIES FOR THE REHABILITATION OF THE PREMISES FOR HANGA HUB OF RWAMAGANA YOUTH CENTER (YEGO CENTER)					
1. Showroom, Terrace and Parking					
SN	ITEMS	UNIT	QTY	Unit Price € (VAT excl.)	Total Price € (VAT excl.)
1	Metallic Tubes 60X40X1.5mm	LM	188		
2	Metallic Tubes 40X40X1.5mm	LM	70		
3	Metallic rainwater gutters	LM	35		
4	Metallic Fascia boards	LM	90		
5	Corrugated iron sheets gauge 28	m2	485		
6	Ridge cover	LM	30		
7	Supply and installation of PVC plastic gutters 110 PN 10 and accessories on both sides of the roof	LM	6		
8	Floor finishing by terrazzo, color to be approved by Client	m2	450		
9	Construction of a stone masonry structure	m3	8.64		
10	Metallic double-door 1.8m width, same design and height as the existing doors	m2	8.82		
11	Concrete paving blocks 80mm thick (including concrete curbs)	m2	450		
12	Fence with welded wire mesh mounted on metallic tubes 60x40mm	m2	10		
13	Interlocking Stabilized Soil Blocks (230x100x125mm) partition according to the drawing	m2	72		
14	Reinforced concrete for the lintel above doors and ring beam at the roof level (concrete B 350)	M3	1.76		
15	Cement plaster on ISSB partitions	m2	150		
16	Apply one undercoat and three coats of first-grade silk vinyl emulsion paint, including preparation of the wall surface prior to receiving paint, and all required painting work on internal ISSB partitions	m2	150		
17	Refresh interior paint with first-grade silk vinyl emulsion paint	m2	140		
18	Single wooden/glass doors	Pc	5		
19	Double wooden/glass doors	Pc	2		
20	Demolish existing partitions, floor, ceiling, and any other part of the facility and clear out all the debris	Lump sum	1		
21	Alu/glass partition	M2	15		
22	12 mm Thick acoustic gypsum ceiling boards/ 600 x600 mm panels: suspended by 6 mm diameter mild steel hangers 600 mm long @ 300 C/C both ways or other approved suspension system, including all necessary works and finishing: fixed as per manufacturer's specifications and Client's detail.	m2	450		
Sub-total Showroom, Terrace and Parking					
2. Coffee shop					

1	Moving the 40-foot shipping container from its current location to the indicated location of the coffee shop	Lump sum	1		
2	Excavation to prepare the emplacement of the coffee shop (20mx10mx1m)	m3	200		
3	Construction of a stone masonry structure	m3	5.76		
4	Solid Burnt bricks 20cm wide	m3	17.28		
5	Floor finishing by concrete, screeding, and smoothing on top with a trowel	m2	32		
6	Aluminum door (entrance to the container on the side)	m2	2.25		
7	4 opening metallic windows opening above the opening, above a metallic counter equipped with 2 stroboscopic amortisers per window and lock inside (window: 2.0mx1.2m; counter: 2.0mx0.5m).	m2	9.6		
8	Metallic Tubes 60X40X1.5mm	LM	21		
9	Metallic Tubes 40X40X1.5mm	LM	40		
10	Metallic rainwater gutters	LM	10		
11	Metallic Fascia boards	LM	28		
12	Corrugated iron sheets gauge 28	m2	60		
13	Small metallic rainwater gutters	LM	14		
14	Supply and installation of PVC plastic gutters 110 PN 10 and accessories on both sides of the roof	LM	3		
15	Wooden planks (Dimensions: 4x0.2x0.04m)	LM	138		
16	MDF partition according to the drawing	m2	12.64		
17	Wooden doors 2mx0.9m with all accessories	m2	2		
18	#10 Self-drilling screws with flat head (pack of 50 pcs or more)	Box	5		
19	Transformation work (opening and mounting windows and doors, mounting the terrace, etc), including all accessories, tools and labour.	Lump sum	1		
20	Supply and install a single-phase cable 2x10sqm armored power cable	LM	20		
21	Supply and install a water supply pipe PPR 3/4"	LM	50		
22	Supply and install PPR plumbing fittings: Tee 3/4"	Pc	1		
23	Supply and install PPR plumbing fittings: Stop valve 3/4"	Pc	2		
24	Supply and install PPR plumbing fittings: 90-degree elbow 3/4"	Pc	10		
25	Supply and install PPR plumbing fittings: coupling 3/4"	Pc	10		
26	Supply and install PPR plumbing fittings: reducing coupling 3/4" to 1/2"	Pc	1		
27	Supply and install PPR plumbing fittings: Fe Double Union 3/4"	Pc	1		
28	Supply and install PPR plumbing fittings: Female coupling 1/2"	Pc	5		
29	Supply and install PPR plumbing fittings: Male coupling 1/2"	Pc	5		
30	Supply and install PPR plumbing fittings: Plastic ball valve 1/2"	Pc	1		
31	Supply and install a handwashing sink with all accessories (stop valve, flexible hose, etc.)	Pc	1		

32	Supply and install a double bowl kitchen sink with all accessories (stop valve, flexible hose, etc.)	Pc	1		
33	Supply and install a water heater 50 liters with all accessories (stop valve, flexible hose pipes, etc.)	Pc	1		
Sub-total civil works					
3. Electrical Installation Supply and Install					
1	Three-phase energy meter with all accessories issued by EUCL/REG	Lump sum	1		
2	Supply and install the earthing system with earth resistance less than 10 Ohms, including all materials, accessories and labor	Lump sum	1		
3	Supply and install a lightning system according to the Rwanda standard, including all materials, accessories and labor	Lump sum	1		
4	16ways Complete Electrical Distribution Board with all protection accessories (earthing)	Lump sum	1		
5	Compact 4-pole electrical circuit breaker (disjoncteur) Schneider 100A-160A or equivalent	pc	1		
6	Single Phase Circuit Breaker Hager 10A or equivalent	pc	6		
7	Single Phase Circuit Breaker Hager 16A or equivalent	pc	6		
8	Three-Phase Circuit Breaker Hager 32A or equivalent	pc	1		
9	Differential Circuit Breaker Hager 63A or equivalent	pc	1		
10	Industrial plug and socket connector 410V three-phase electric 4 core 5 hole 16A waterproof explosion-proof aviation plug with all accessories	pc	3		
11	Tuyaux pvc 3/4	pc	100		
12	50*100 Plastic PVC cable Trunking	pc	6		
13	Waterproof Junction Box, Wiska Grey 160mm x 140mm x 81mm	pc	3		
14	Electrical Junction Box 140mm x 140mm x 80mm	pc	12		
15	LED Bulb 15W	pc	23		
16	Electric cable Single core 1.5mm ² 90m	Roll	9		
17	Electric cable Single core 2.5mm ² 90m	Roll	8		
18	Electrical Switch Two-Way Light Switch OMING 10A or equivalent	pc	10		
19	Electrical Switch One Way Light Switch OMING 10A or equivalent	pc	6		
20	Socket Outlets (Prise) Legrand 20A or equivalent	pc	31		
21	5 Core Armored Cable 5*16 mm ² PVC Insulated	lm	52		
22	Tape insulation 10pcs	Roll	5		
Sub-Total Electrical Installation Supply and Install					
4. External area/Public space (Front side near the road)					
1	Supply and build stone seating walls pointed with cement on the top in front of the showroom (2 ranges of seating of H=45cm, W=60cm, L=21m)	m3	11.34		
2	Supply and plant trees (2 trees in the paved area and 4 trees in the road reserve space)	pcs	6		
3	Supply and plant/maintain the greening with flowers, passparum and small trees	Lump sum	1		

4	Building 2 stairs in stones and cement masonry of 30cm tread depth (horizontal step) and riser height (vertical step) of 18cm, from the road to the paved area with W=2m.	m3	4.8		
5	A gate measuring 2 m by 1.5 m, constructed with a 60x40 mm rectangular hollow section frame, reinforced by one horizontal crossbar of 60x40 mm, and fitted with vertical 30x30 mm tubes spaced at 10 cm intervals.	pc	1		
6	Concrete paving blocks 80mm thick (entrance, parking and walkway to the external toilets), including concrete curbs	m2	300		
7	Supply and install a rainwater tank 10,000L, including a stone/cement masonry base and all accessories	pc	1		
Sub-Total of External area/Public space					
5. Renovation of the external toilets					
1	Blinding Concrete 1:4:8 Fcu 15	CM	0.2		
2	Ceramic tiles 400X400X8 mm	m2	4		
3	Metallic door	m2	1.44		
4	Toilet with all accessories	pcs	1		
5	Urinals with all accessories	pcs	1		
Sub-Total renovation of the external toilets					
6. CCTV SYSTEM					
A	CAMERAS				
A1	Supply of 4 MP Indoor IP Dome Camera, PoE, H.265+, WDR, IR night vision (30 m), IK10 vandal-resistant, ONVIF compliant	No.	5		
A2	Supply of 4 MP Outdoor IP Bullet Camera, IP67 weatherproof, PoE, H.265+, IR night vision (40 m), ONVIF compliant	No.	2		
A3	Adjustable mounting brackets and fixing accessories	No.	3		
A4	Waterproof junction box for outdoor camera	No.	1		
B	RECORDING EQUIPMENT				
B1	8-Channel Network Video Recorder (NVR), H.265+, HDMI/VGA output, ONVIF compliant, remote viewing, motion detection and smartphone access.	No.	1		
B2	6 TB surveillance-grade hard disk (approximately 30 days of recording for three cameras under normal settings).	No.	1		
B3	Lockable wall-mounted equipment cabinet (6U) complete with shelf and cable management	No.	1		
C	NETWORK EQUIPMENT				
C1	8-Port Gigabit PoE Switch (minimum 65 W PoE budget)	No.	1		
C2	Gigabit Router (where required for remote monitoring)	No.	1		
C3	6-Port Cat6 Patch Panel	No.	1		
C4	Cat6 Patch Cords (1–2 m)	No.	4		
D	CABLING SYSTEM				
D1	Cat6 UTP Solid Copper Cable	m	120		

D2	Heavy-duty PVC conduit (25 mm)	m	70		
D3	PVC cable trunking (40 × 25 mm)	m	30		
D4	Flexible conduit for final camera connections	m	10		
D5	RJ45 connectors	No.	10		
D6	Cable clips, saddles, screws, anchors and miscellaneous fixing accessories	Lot	1		
D7	Cable identification labels	Lot	1		
E	POWER SUPPLY				
E1	13A switched socket outlet for CCTV equipment	No.	1		
E2	Dedicated MCB connection from electrical distribution board	No.	1		
E3	1000 VA Line Interactive UPS for NVR and networking equipment	No.	1		
E4	Surge protection device for CCTV system	No.	1		
E5	Earthing and bonding of equipment cabinet	Lot	1		
Sub-Total of CCTV System					
GRAND TOTAL (DDP, VAT exclusive)					
Amount of VAT of 18% to be identified					
GRAND TOTAL (DDP, VAT and other applicable taxes inclusive)					

Note:

- The use of this form to quote is mandatory.
- Should the tenderer be registered in Rwanda, EBM invoices will be requested upon requesting the payment.
- Prices related to imported items shall be quoted on a DDP, zero-rated for VAT and exempted from import duties, 5% withholding tax, and applicable levies in Rwanda, subject to the relevant exemption certificates/documents being provided by the Contracting Authority.
- All other costs up to final delivery shall be borne by the Supplier and included in the quoted price. No additional costs shall be payable by the Contracting Authority, except where such exemption certificates/documents cannot be provided.

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.

Certified true and sincere,

Name:

Date:

Signature:

6.4. 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

6.5. 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

7. DOCUMENTS TO BE SUBMITTED IN THE PROPOSAL/OFFER²²

1. LEGAL IDENTIFICATION FORMS – ART.6.1
2. FINANCIAL IDENTIFICATION FORM – ART.6.2
3. COMPANY PROFILE WITH REQUIRED DOCUMENTS –ART. 5.7.1
4. KEY EXPERTS PROFILES WITH REQUIRED DOCUMENTS –ART. 5.7.2
5. TECHNICAL OFFER WITH ALL ELEMENTS MENTIONED IN ART. 3.6
6. SITE VISIT CERTIFICATE –ART. 3.4.5
7. TENDER FORM -PRICES – ART. 6.3
8. DECLARATION ON HONOUR – EXCLUSION CRITERIA – ART. 6.4
9. INTEGRITY STATEMENT FOR THE TENDERER – ART. 6.5
10. POWER OF ATTORNEY

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

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

11. CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM

12. CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS

At the latest before award, the Tenderer must provide a certification from the competent authority stating that he is **in order with the obligations with regard to the payments of social security contributions** that apply by law in the country of establishment.

13. TAX CLEARANCE CERTIFICATE

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

²² NB: Please make sure to respect the conditions mentioned in art. 3.4.5 – “How to submit tenders”

8. Annexes

Annex 1 – Sketch- YEGO CENTER RWAMAGANA

Annex 2 – Technical Guidance