

Tender Specifications RWA20001-10071

Public Works contract for “Construction of Fish Post-Harvest Facilities in Nyamasheke District”

Negotiated Procedure without Prior Publication

Country: RWANDA

RWA2000111

KWIHAZA PROJECT

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1 Administrative and contractual provisions

1.1. General remarks

1.1.1. Derogations from the Royal Decree of 14 January 2013

Chapter 1.4. 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).

1.1.2. 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.

1.1.3. 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;

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.

- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 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.

1.1.4. 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>.

1.1.5. Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;;

The contractor/building contractor: 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;

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

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

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

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

Litigation: Court action;

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

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

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

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

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

1.2. Processing of personal data and Confidentiality

2.1.1. 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.

2.1.2. 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>

2.1.3. Deontological obligations

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

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against 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.

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

1.3. Applicable law and competent courts

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

The parties commit to sincerely 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 “**Construction of one Fish Post-Harvest Facilities in Nyamasheke District**”, in conformity with the conditions of these Tender Specifications.

For the specifications of works/BoQ and design: see sections 5.5, 5.6 and 6.3 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 sections 5.5 and 6.3 of the tender specifications*).

5.5 and 6.4) 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 public contract commences upon notification of the contract award and **remains in effect until final acceptance. The execution period shall not exceed seven (7) calendar months.**

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 (*See also sections 5.5 and 6.3 of the tender specifications*).

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

3 Procedure⁸

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) **Up to 10/09/2026**. 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 **03/09/2026** 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

Eric IYAREMYE (eric.iyaremye@enabel.be)

and

Réal 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 6 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

⁸ 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.

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 **FRW** 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 hand-written 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 **RWA20001-10071** and the Navision code **RWA2000111**).

The tender must be received **before 10 September 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 2 September 2026 at 12 :00 pm Kigali Time and will held as following :

- **NYAMASHEKE site - UPI: 3/07/06/03/2291 - GIS coordinates: 2°18'4"S 29°9'16"E**
- **Site is managed by UCOOPEVEPNYA**
- **Contact persons:**
 - **Gerard MUGENZI, cooperative union president, Tel: 0738003782**
 - **Eric IYAREMYE, Enabel Staff, Tel: 0783125965 - eric.iyaremye@enabel.be**

For organisational purposes, bidders intending to attend the site visit are requested to notify the above-mentioned contact person 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.

3.4.8. Selection of tenderers

3.4.8.1. Exclusion grounds

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

By signing the declaration on honor – exclusion ground form (**see point 6.5 of the TD**), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

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

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

3.4.8.2. Selection criteria

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

3.4.8.3. Overview of the procedure

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

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

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

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

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

3.4.9. Award criteria

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

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

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

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

Criteria 2: Quality/ Technical proposal: 40%.

Criterion	Description	Evaluation weight(%)
Quality/ Technical proposal: 40%		
1. Technical Approach and Methodology	- The bidder shall describe its understanding of the assignment and present the proposed technical approach for executing the construction works at the Nyamasheke site in accordance with the drawings, BoQ, technical specifications, and site conditions. - The methodology shall explain how the contractor will organize site establishment, construction sequencing, quality control,	40%

	material sourcing, and coordination of works. ▪ The proposal shall also explain the bidder's approach to health, safety, environmental, and social risk management during implementation. ▪ In addition, a detailed implementation timeline should be provided.	
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Final score

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

3.4.10. Awarding the public contract

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

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

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



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 **Eric IYAREMYE, Value Chain Development Expert, e-mail: eric.iyaremye@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 contact, 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.

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)

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

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

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

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions (**bank guarantee**7).

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

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/O1_marche_public.pdf, and forward it by e-mail to info.cdcdck@minfin.fed.be

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

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

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

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

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

2° a debit notice issued by the credit institution or

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

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

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

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

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

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

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

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

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

The performance bond shall be issued in favour of the Contracting Authority. However, in view of the nature of the project and its implementation context, the Contracting Authority shall have the right, at any time during the execution of the contract or thereafter, to transfer or assign the benefit of the performance bond, in whole or in part, to the final beneficiary of the works.

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

4.10. Conformity of performance (Art. 34)

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

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

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

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

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

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

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

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

4.12.1. Construction planning

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

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

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

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

4.12.2. Performance documents

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

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

- Upgrade foundations in view of works planned
- Stability: plans for slabs, posts and beams, stairs or any prefabricated component
- Sealing

- Finishing of rooms (walls, floor and ceiling)
- Inside and outside drainage
- List of stones
- Roof covering, roof carpentry
- Façades
- Partition walls
- False ceilings
- Furniture based on tender documents
- Lights layout plan
- Plan of metal joinery (banisters, hand rails, gangway, porch)
- Outside joinery, List of inside joinery
- Plan of special techniques

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

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

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

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

Establishment of "As Built" plans

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

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

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

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

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

4.13.1. Replacement of the contractor (Art. 38/3)

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

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

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

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

For this contract, price revisions are not permitted.

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

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

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

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

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

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

- The suspension occurred during the contract performance period.

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

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

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

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

Setting unit or global prices – Calculation of the price

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

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

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

Setting unit or global prices – Procedure to follow

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

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

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

- Any other documents he or she deems pertinent.

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

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

Unforeseeable circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances 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.

4.14. Control and supervision of the public contract

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

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

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

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

4.14.2. Technical acceptance procedures (Art. 41)

Concerning technical acceptance, it is necessary to distinguish between:

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

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

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

4.14.3. Preliminary technical acceptance (Art. 42)

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

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

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

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

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

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

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

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

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

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

In any case, the costs include:

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

4.14.4. Ex post technical acceptance (Art. 43)

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

4.14.5. Performance period (Art. 76)

The building contractor is to complete the works within **a period of 7 calendar months** as of one day after the reception of the award notification letter.

4.15. Provision of land (Art. 77)

The building contractor shall bear all costs pertaining to land that is needed for the installation of his construction site, 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 site used, except for 'Construction site information'.

4.16. Labour conditions (Art. 78)

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

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

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

This list contains at least the following personal information:

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

The 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

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

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

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

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

The building contractor shall bear all costs of and implement all necessary measures to signal in daylight, at night as well as in fog, the construction sites and storage sites that are located where vehicles and pedestrians circulate. He is to completely enclose his sites along temporary or permanent sidewalks as well as along temporary or permanent traffic arteries. Such

enclosing and hoarding will also ensure the protection of the construction site during the construction period against any outside intrusion.

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

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

4.18. Means of control (Art. 82)

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

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

If the building contractor uses products that have not been accepted or that do not meet the demands of the Tender Specifications, the managing official or his/her representative may forbid the further pursuit of the works concerned, until these refused products are replaced by others that meet the contract's conditions, without this decision generating an extension of the performance period or any entitlement to compensation. The building contractor is notified about the decision by means of a written report.

4.19. Works logbook (Art. 83)

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

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

- Weather conditions;
- Interruptions to works caused by adverse weather conditions;
- Accidents at work;
- The number and capacity of workers employed on the site;
- Materials supplied;
- Equipment actually used and equipment out of service;
- Unforeseen events;
- Amending orders of minor impact;

- The attachments and quantities performed for each item and in each zone of the construction site. The attachments constituting the true and detailed representation of all works performed, in quantity, dimensions and weights.

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

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

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

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

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

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

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

4.21. Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

Moreover, in case of suspicion of fraud or of bad workmanship during performance, the building contractor may be required to demolish the whole or part of the works executed and to rebuild them. The costs of demolition and reconstruction will be borne by the building

contractor or the contracting authority, according to whether the suspicion is found to be justified or not.

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

4.22.1. Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.22.2. Penalties (Art. 45)

Special penalties

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

- Non-delivery of administrative and technical documents such as construction plans & designs: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.
- Delay in executing observations or administrative orders of the contracting authority's via the managing official: Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by the time set by the managing official, the contractor will be penalised per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or

both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

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

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

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

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

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

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

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 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:

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

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

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

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

The measures as of right are:

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

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

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

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

4.23.1. Other sanctions (Art. 48)

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

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

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

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

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

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

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

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

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

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

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

4.23.2. 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.

4.25. 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 FRW (Amount in words).' and the reference **RWA20001-10071** as well as the name of the managing official (**IYAREMYE Eric, Value Chain Development Expert, e-mail: eric.iyaremye@enabel.be**).

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

The invoice address is:

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	40% 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 (completion of 100% of the works)	20% of the total contract amount

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

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

Mind: It should be understood that no advance payments may be requested and payment will be made only upon satisfactory completion and acceptance of the specified milestone, in accordance with the contract terms

Payment will be by bank transfer only.

4.23.3. 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

This tender is organised by Enabel in Rwanda (Contracting Authority/Client), implementing the “Transformation towards sustainable food systems-Kwihaza project”. Enabel acts pursuant to the mandate granted by the European Union and Luxembourg cooperation to implement the Kwihaza project. All activities and commitments by Enabel set out in this document are undertaken under that mandate.

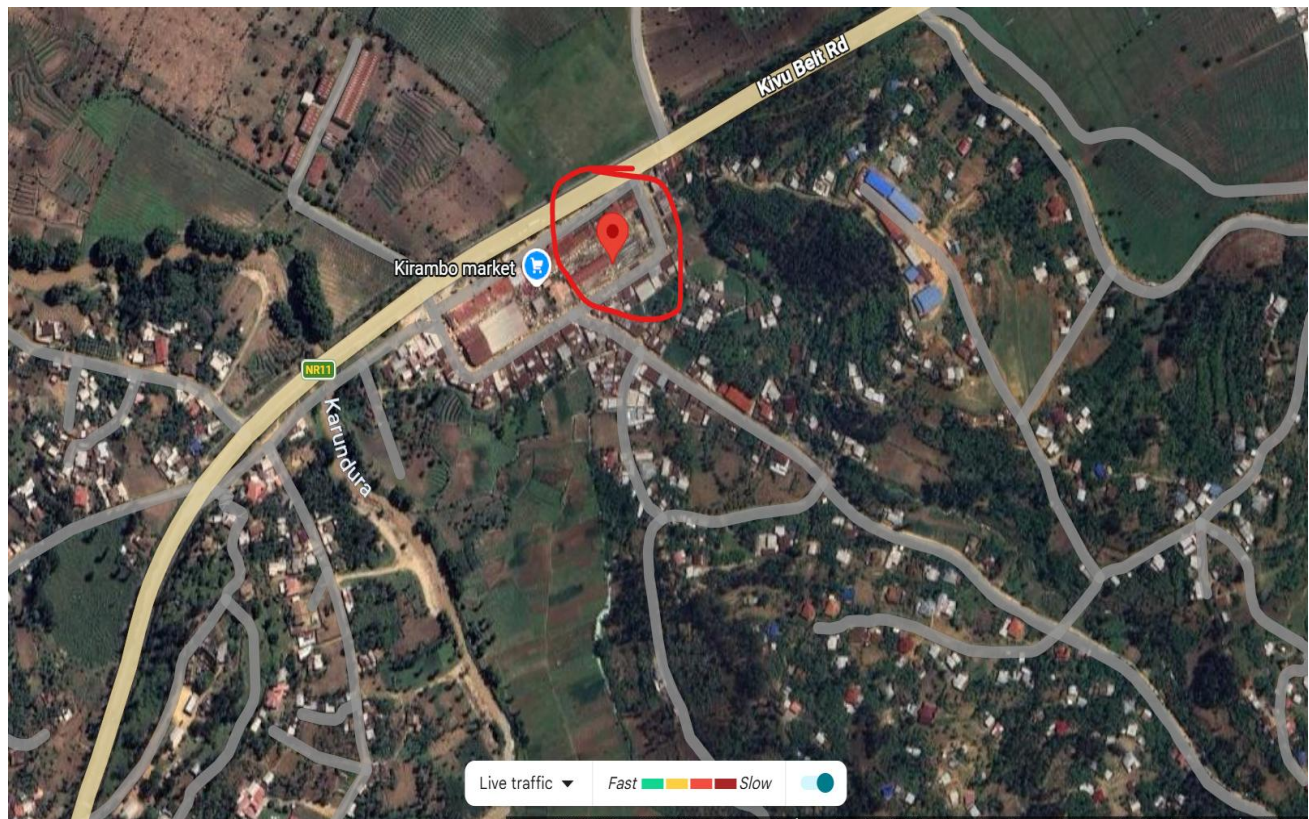
The objective of the project is to contribute to the transition towards socio-economically and environmentally inclusive food systems with the development of the value chains in the aquaculture, fisheries, and horticulture sectors. Specifically, Kwihaza Project promotes inclusive, climate-resilient and market-driven horticulture and aquaculture value chains. One of the project’s priority intervention areas is the reduction of post-harvest losses through targeted investment in public post-harvest infrastructures.

In the fish value chain, post-harvest losses remain a major constraint due to inadequate handling, weak cold-chain management, limited waste-management systems, overall resulting in insufficient compliance with hygiene and food-safety requirements. The site Analysis study conducted under the project confirmed that many fish actors still depend on temporary, open-air arrangements, while quality deterioration, contamination risks, and constrained market access continue to undermine incomes and value addition.

Following the assessment, Kwihaza Project prioritized investment in Nyamasheke District due to their high production potential and significance in the fish supply chain in Rwanda. These facilities will be operated by the fishers’ unions, while the local districts will provide overall management oversight to ensure sustainability and impact.

5.1.2. Description of the site

Nyamasheke landing site is located in Kagano Sector, Nyamasheke District. The site is managed by UCOOPEVEPNYA – a fishing cooperative union with a significant membership base of 129 members. The cooperative has a medium-size production by the Rwandan fishing standards and has access to National and cross-border market.



Pinned Geographic location of site 2: Kirambo site, Nyamasheke district

UPI: 3/07/06/03/2291

GIS coordinates: 2°18'4"S 29°9'16"E

5.1.3. Purpose of the assignment

The purpose of this assignment is to recruit a qualified works contractor to construct two fish post-harvest facilities in Nyamasheke District in accordance with the approved site-specific drawings, Bills of Quantities, technical specifications, environmental safeguards, and the instructions of the Contracting Authority.

5.2. General and specific objectives of the assignment

5.2.1. General Objective

The overall objective of the works contract is to deliver two functional, hygienic, and climate-responsive fish post-harvest facilities that improve fish handling, drying, basic preservation, product quality, food safety, and market readiness, while minimizing environmental risks and strengthening income opportunities for the fishing cooperatives and surrounding value-chain actors.

5.2.2. Specific objectives are to:

- Reduce post-harvest losses through provision of suitable handling, drying, storage and support infrastructure;
- Improve hygiene, food safety and working conditions at the beneficiary fish landing / post-harvest site;
- Integrate adequate drainage, wastewater management, solid-waste handling and erosion-control measures, especially given shoreline sensitivity in the Lake Kivu zone;
- Support improved market access, including cross-border and urban market opportunities, through better quality assurance and value addition; and
- Hand-over completed facilities that are safe, operational and ready for use by the beneficiary cooperatives under the supervision of the relevant public authorities.

including women actively involved in sorting, cleaning, packaging, and sales. The site analysis report highlighted this site's strong potential because it serves a high-volume Sambaza value chain, with estimated production of 80–120 tons per month, good road access, nearby utilities, and strong linkages to both local and cross-border markets. A properly developed facility at this site would significantly improve hygienic handling, drying, storage, and overall product quality, while reducing losses, increasing market competitiveness, creating direct and indirect jobs, and strengthening cooperative income.

5.3. Technical Specifications / Scope of works

5.3.1. Technical Scope

The contract comprises the **construction, supply, installation, testing, and commissioning of fish post-harvest facilities in Nyamasheke District**, including all associated civil, structural, architectural, electrical, plumbing, sanitation, and rainwater harvesting works. The facilities shall be constructed in accordance with the approved drawings, technical specifications, applicable standards, and the Contract Authority's relevant instructions.

1. Fish Drying Facility

The works shall include the construction of a covered fish drying facility comprising:

- Site clearance, setting out, earthworks, excavation, backfilling, and compaction.
- Reinforced concrete footings, foundation trenches, stone masonry foundations, and concrete floor slabs.
- Galvanized steel structural framework consisting of arches, columns, purlins, and wind bracing.
- Installation of insect-proof and weather-resistant wall systems, including UV-treated polyethylene sheets, roll-up plastic curtains, wire mesh screens, ridge vents, and roof ventilation chimneys.
- Roofing accessories, gutters, and rainwater drainage systems.
- Supply and installation of food-grade drying racks and trays.

- Installation of fly-proof access doors and hygiene facilities, including disinfectant footbaths.

2. Landing Room

The works shall include the construction of a fish landing room comprising:

- Foundation excavation, masonry foundations, reinforced concrete ground beams, floor slabs, and screed finishes.
- Burnt clay brick masonry walls with pointing.
- Treated timber roof structure and corrugated galvanized iron sheet roofing.
- PVC ceiling installation.
- Fabrication and installation of glazed metallic doors and windows.
- Roof drainage systems including gutters and downpipes.

3. Holding and Washing Room

The works shall include the construction of a fish holding and washing facility comprising:

- Foundation works, reinforced concrete ground beams, floor slabs, and masonry walls.
- Metallic roof structure, roofing sheets, gutters, and PVC ceiling finishes.
- Metallic glazed doors and windows.
- Construction of fish washing stations, including reinforced concrete basins, waterproof finishes, ceramic tiling, drainage channels, and wastewater disposal facilities.
- Installation of water supply systems, valves, taps, piping networks, and ancillary plumbing works.
- Connection to the WASAC water supply network.
- Construction of soakaway facilities and associated drainage infrastructure.

4. Electrical Installation Works

The Contractor shall supply, install, test, and commission complete electrical installations for the fish landing room, holding and washing room, and outdoor toilet block, including:

- Connection to the Rwanda Energy Group (REG) electricity network.
- Distribution boards, protective devices, cabling, conduits, socket outlets, switches, and lighting fixtures.
- Internal and external electrical installations.
- Earthing and lightning protection systems.
- Testing, certification, and commissioning of the entire electrical installation.

5. Outdoor Toilet Block

The works shall include the construction of an external sanitation facility comprising:

- Excavation and construction of pit latrine foundations and substructures.
- Stone masonry foundations, concrete floor slabs, and reinforced concrete pit cover slabs.
- Burnt brick masonry walls.
- Timber roof structure and corrugated iron sheet roofing.
- Steel access doors and ventilation systems fitted with insect-proof screens.
- Plumbing and sanitary installations including squat toilet pans, wash-hand basins, water supply piping, and drainage connections.

6. Rainwater Harvesting System

The works shall include the supply and installation of a complete rainwater collection and storage system comprising:

- Roof gutters, downpipes, and fittings.
- PVC rainwater conveyance pipes and accessories.
- A 5 m³ plastic water storage tank mounted on an elevated masonry support structure.
- Associated valves, pipework, overflow arrangements, connections, and commissioning of the system.

5.3.2. Specific tasks and contractor responsibilities

- **Review of contract documents:** The contractor shall review all drawings, specifications, BoQs, site information and written instructions before commencement and notify the Contracting Authority of any discrepancy, omission or ambiguity.
- **Verification before construction:** Before starting permanent works, the contractor shall verify site conditions, access, levels, dimensions, utility locations and any constraints that may affect execution.
- **Execution of the works:** The contractor shall execute the works in full compliance with the approved design, sound engineering practice, and all applicable laws, regulations and permit conditions.
- **Material supply and workmanship:** The contractor shall supply all materials of approved quality and ensure good workmanship throughout the contract period. Any defective materials or workmanship shall be removed and replaced at the contractor's cost.
- **Protection of the environment:** The contractor shall adopt and maintain measures to control erosion, dust, runoff, wastewater, fish-waste nuisances, noise and construction waste, with special attention to protection of proximity water bodies and adjacent communities.
- **Health and safety:** The contractor shall provide PPE, establish safe working procedures, manage visitors and the public, secure excavations and work areas, and maintain first-aid and emergency arrangements on site.
- **Stakeholder coordination:** The contractor shall cooperate with Enabel, RAB/MINAGRI/MINAGRI, district authorities, the supervising engineer / managing official, beneficiary cooperatives and utility providers throughout implementation.
- **Reporting:** The contractor shall submit periodic progress reports, participate in site meetings, maintain site records and promptly escalate any issue affecting time, quality, cost or safety.
- **Testing and commissioning:** The contractor shall test all relevant installations and demonstrate that the facilities are complete, safe and fit for intended use prior to handover.

- **Defect correction:** The contractor shall correct all defects identified during inspection, provisional acceptance and the defects liability period.

5.3.3. Reporting and supervision arrangement

The Contracting Authority for this procurement contract is Enabel Rwanda. The works shall be supervised by the managing official / supervising engineer designated by the Contracting Authority, in coordination with RAB/MINAGRI and designated technical staff from the district.

- The contractor shall report operationally to the contract manager designated in the contract documents.
- Regular site meetings shall be held at intervals determined by the Contracting Authority, and the contractor shall attend through its authorized site representative.
- All inspections, approvals, measurements, snagging and acceptance procedures shall be undertaken in accordance with the contract conditions and the instructions of the supervising engineer / contract manager.
- The contractor shall not change the scope, dimensions, layout, materials or technical approach without prior written instruction or approval.

5.3.4. Quality standards and compliance requirement

- All works shall conform to the approved drawings, technical specifications, BoQ and any written clarifications issued during the procurement process or contract execution.
- Materials and workmanship shall comply with relevant Rwandan standards, applicable building and public-health requirements, and recognized engineering practice.
- The contractor shall ensure that the facilities are suitable for hygienic fish handling and safe operation and that all finishes, drainage details and work surfaces are appropriate for the intended use.
- The contractor shall submit samples, catalogues, test certificates or other supporting information for approval when requested.
- The contractor shall immediately rectify all non-compliant work at its own cost.

5.3.5. Health, safety, environmental and social obligations

Given the sensitivity and the environmental risks highlighted during the site analysis, the contractor shall give particular attention to construction and operational safeguards that prevent pollution, erosion and public nuisance.

- Prepare and implement a site-specific contractor HSE plan and construction environmental and social management measures before commencement of works;

- Control runoff, sediment, wastewater and fish-residue-related issues so that no untreated discharge enters Lake Kivu or adjacent drainage pathways;
- Segregate, store and dispose of construction waste and operational waste generated during commissioning in an approved manner;
- Maintain dust suppression, daytime noise control, orderly housekeeping and safe circulation within and around the site;
- Provide adequate sanitation, welfare and PPE for workers;
- Prohibit child labour, forced labour, sexual exploitation and abuse, harassment and any unsafe or unethical conduct on site;
- Immediately report accidents, incidents, near misses and environmental non-conformities to the Contracting Authority.

5.3.6. Defect liability/handover requirements

Upon completion, the contractor shall request inspection for provisional acceptance and shall remedy all defects and outstanding items identified during inspection.

- The facilities shall not be considered complete until all construction works have been completed, the site has been cleaned, and the handover document has been accepted by the Contracting Authority.
- The contractor shall remain responsible for defects appearing during the defects liability period specified in the tender document .
- Final acceptance shall be issued only after satisfactory correction of all defects notified during the defects liability period.

5.4. Expected reporting modalities

Stage	Required Content	Timing	Frequency
Site execution records	Daily site records, requests for inspection, material approvals, test results and any necessary shop drawings or clarifications.	Throughout implementation	From contractor: Weekly Brief Monthly report Supervisor Daily site records
Periodic progress reports	Narrative and photo progress updates, issues, risks, mitigation measures and updated programme.	Monthly or as instructed by the Contracting Authority	From the supervisor: Monthly report

5.5. Technical specifications

The technical specifications and bill of quantities below will serve as guidance for making the drawings and the layout plan of the processing unit and for quantification of the construction and installation works to be executed.

Table 1: Bill of Quantities (BoQ), including Specifications and Quantities, for the construction works of Fish Post-Harvest Facilities in Nyamasheke Site

FISH DRYER			
A. SITE WORKS & FOUNDATIONS			
ITEM	Description	Unit	Qty
A1	Clear site of vegetation, bushes, debris and unsuitable materials; level the ground to required formation levels and set out the works in accordance with drawings and to the approval of the Engineer	Item	1
A2	Excavate for pad foundations to the required dimensions (0.9 × 0.9 × 0.7 m) in any type of soil, including trimming sides, keeping excavations free of water, and disposing of surplus material as directed by the Engineer.	m ³	15.876
A3	Excavate foundation trenches to the required width and depth (0.60*0.60 m in any type of soil, including trimming sides, maintaining stable trench sides, and disposing of surplus excavated material as directed by the Engineer	m ³	23.04
A4	Provide and place reinforced concrete in column footings C25 including mixing, placing, compaction and curing, complete as shown on the structural drawings and as approved by the Engineer.	m ³	10.276
A5	Provide and construct stone masonry in foundation using approved stones laid in cement mortar (1:4), including dressing, bedding, jointing and curing, complete as shown on the drawings and to the approval of the Engineer	m ³	15.36
A6	Provide and apply cement sand screed (1:2) on top of foundation to the required thickness 5 thickness, including surface preparation, leveling, finishing and curing, complete as directed by the Engineer.	m ²	25.6
A7	Provide backfilling around and inside foundations with approved excavated material compacted in layers not exceeding 200 mm thick each , including watering and mechanical compaction to the required level, complete as directed by the Engineer.	m ³	204
B. STRUCTURAL FRAME			
Item	Description	Unit	Qty
B1	Supply and install main structural arches using galvanized iron (GI) pipes Ø75 mm, including cutting, bending, welding, fixing, and all necessary fittings, complete as shown on drawings and approved by the Engineer.	m	195
B2	Supply and installation of steel square hollow columns 80×80×3 mm – including cutting, welding, surface preparation, priming, and painting, fixed as per structural drawings and engineer's approval.	m	125
B3	Supply and installation of steel square hollow section (SHS) purlins 40×40×2 mm – including cutting, welding/bolting, surface preparation, priming, and painting, installed as per structural drawings and engineer's approval.	m	322

B4	Supply and installation of steel round pipe wind bracing Ø32 mm – including cutting, welding/bolting, surface preparation, priming, and painting, fixed as per structural drawings and engineer's approval.	m	320
C. FLOOR SLAB			
Item	Description	Unit	Qty
C1	Hardcore filling with approved crushed stone/rubble, laid in layers not exceeding 200 mm, and thoroughly compacted to a firm, level base	m ³	57.6
C2	Supply and lay a high-quality polyethylene damp proof membrane with a minimum thickness of 500 microns (0.5 mm).	m ²	288
C3	Plain concrete 100 mm thick (1:3)with smooth cement screed finish, properly sloped for drainage, over prepared base	m ³	28.8
D. WALL SYSTEM			
Item	Description	Unit	Qty
D1	Lower wall 0–1 m high with insect-proof mesh and roll-up UV-treated plastic curtains, including all fixing accessories	m ²	64
D2	Upper wall covered with UV-treated polyethylene sheet (200 microns), including fixing to frame	m ²	110.92
D3	Natural ventilation openings fitted with corrosion-resistant wiremesh, including all fixing accessories	m ²	11.442
D4	UV-stabilized, corrosion-resistant material (PVC).Supply and install 0.7 m wide continuous ridge vent along roof ridge, including all fixing accessories	m	30.8
D5	UV-stabilized, corrosion-resistant material (, PVC)Roof ventilation chimneys installed at every 10 m spacing along the roof, including flashing and fixing accessories	m ²	129.6
E. ROOF SYSTEM			
Item	Description	Unit	Qty
E1	Upper wall covered with UV-treated polyethylene sheet (200 microns), including fixing to frame	m ²	273.24
E2	Supply, fabricate and install metallic gutter 150*150*1.5 mm including supports and brackets, cutting, bending, welding, fixing, priming (anti-rust), painting (2 coats enamel paint), joint sealing with waterproof sealant, outlet connections, and all accessories complete in place as per drawings	m	44
F. DRYING RACKS & TRAYS			
Item	Description	Unit	Qty
F1	Supply and install food-grade plastic drying racks (1*0.8*0.6 m)with supports in epoxy painted metallic tube 60*40*2mm topped with angle corner 30*30 mm as per specifications	sqm	179.2
F2	Rack installation and alignment	Item	1
G. DOORS & HYGIENE			
Item	Description	Unit	Qty
G1	Supply, fabricate and install fly-proof access door size 1200 × 2400 *2mm , comprising galvanized steel frame, insect-proof mesh (stainless steel or fiberglass), reinforced hinged door system, locking mechanism, rubber seals, anti-rust + paint finishes treatment, and all fixing accessories (Accessories included: Heavy-duty hinges Locking system (padlockable latch or handle lock) Door stopper Rubber sealing strips for airtight closurecomplete in place	No.	2

G2	Supply and construct footbath(Shallow rectangular concrete basin (typically 1.0–1.5 m long × 0.6–1.0 m wide × 0.10–0.15 m deep) at entrance including reinforced concrete base (waterproofed), brick containment structure, internal waterproof lining (cement plaster with waterproof additive or epoxy coating), steel or removable grill cover for foot cleaning, drainage outlet connection, and all necessary finishing works complete in place	No.	1
LANDING ROOM			
A. SITE WORKS & FOUNDATIONS			
ITEM	Description	Unit	Qty
A1	Excavation for foundation trenches to required depths, widths, lines and levels in all types of soil, including setting out, trimming, dewatering, temporary supports, stockpiling of approved excavated material, disposal of surplus material, and keeping excavations free from water, complete as per drawings and engineer's instructions.	m ³	11.2
A2	Rubble stones masonry foundation jointed with cement mortar mixed at 1:4, 0.3m wide 0.5m deep starting from reduced level, visible faces should be carefully mounted with exposed masonry including rejoining with cement mortar. with a crushing strength of 7.5 N/mm ²	m ³	8.96
A3	Supply and lay 50 mm thick plain concrete blinding in C15/20 mix, including preparation of subgrade, compaction, mixing, placing, leveling, tamping, and curing complete in place	m ³	0.56
A4	Supply, fabricate and install 200×200 mm reinforced concrete ground beam in C20/25 concrete, reinforced with 4Ø12 mm high yield steel bars and Ø8 mm stirrups at 150 mm centers, including formwork, binding wire, spacers, casting, compaction, curing, and all accessories complete as per structural drawings and engineer's instructions.	m ³	1.12
A5	Backfilling around foundations, ground floor and trenches with approved excavated material, laid in layers not exceeding 200 mm thick, watered and compacted to required density, including leveling, dressing, and disposal of unsuitable materials, complete as per specifications and engineer's instructions.	m ³	37.8
B. FLOOR SLAB			
Item	Description	Unit	Qty
B1	Supply, place and compact 200 mm thick hardcore filling using approved hard stone material, laid in layers, watered and compacted to the required density, including leveling and dressing complete as per specifications and engineer's instructions.	m ³	12.6
B2	Supply and install 500 micron damp proof membrane (DPM) under floor slab, including laying with minimum 150 mm overlaps, sealing joints, cutting, fitting, and all necessary accessories complete as per specifications and engineer's instructions.	m ²	63
B3	Supply, place and cast 100 mm thick Plain concrete floor slab in C25/30 concrete, including preparation of base, placing, compaction, finishing to smooth surface, curing, joints where necessary, and all materials and labor complete as per drawings and engineer's instructions.	m ³	6.3
B4	Supply and apply cement-sand screed finish (1:3 mix) to concrete floor surface, laid to required thickness, smooth trowelled finish and sloped to drains where required, including surface preparation, leveling, curing, and all materials and labor complete as per drawings and engineer's instructions.	m ²	63
C. WALL SYSTEM			
Item	Description	Unit	Qty

C1	Supply and construct 200 mm thick burnt clay brick masonry wall in cement mortar (1:4 or as specified), including soaking of bricks, laying, bonding, raking joints, scaffolding, curing, and all materials, labor, and accessories complete as per drawings and engineer's instructions.	m ²	98
C2	Supply and carry out wall pointing to brick masonry using cement mortar (1:3), including raking out joints to required depth, cleaning, filling, finishing in flush or recessed profile as specified, curing, scaffolding, and all materials and labor complete as per drawings and engineer's instructions.	m ²	98
D. ROOF SYSTEM			
Item	Description	Unit	Qty
D1	Supply, treat (anti-termite and preservative treatment) and install eucalyptus timber roof trusses including all necessary connections, bolts, brackets, plates, bracing, hangers, lifting, fixing, and accessories required for complete installation as per structural drawings and engineer's instructions.	m ²	63
D2	Supply and install corrugated galvanized iron roofing sheets (28 gauge) fixed on timber roof structure, including ridge caps, side laps, overlaps, screws with rubber washers, hook bolts, flashing, sealing, cutting, and all necessary accessories for complete installation as per drawings and engineer's instructions.	m ²	63
D3	Supply, fabricate and install metallic roof gutter 150×120×1.5 mm including brackets, supports, joints, sealants, end caps, outlets/downpipes connections, fixing accessories, cutting and fitting complete as per drawings and engineer's instructions.	m	8.2
D4	Supply and install PVC ceiling boards (colour to be selected by the client) including suspension framework, perimeter trims, fixing accessories, hangers, screws, cutting, fitting, and all necessary materials and labor for complete installation as per drawings and engineer's instructions.	m ²	63
E. DOORS & WINDOWS			
Item	Description	Unit	Qty
E1	Supply, fabricate and install glazed metallic door size 2500 × 2400 × 1.5mm, including 60*40*2mm steel frame, 1.5mm thick metallic sheet, glazing (glass panels 6mm), 3 hinges, locks, handles, weather seals, anchorage, welding, finishing, painting/anti-rust treatment, and all accessories complete as per drawings and engineer's instructions.	No.	1
E2	Supply, fabricate and install glazed metallic door size 900 × 2400*1.5 mm, including 60*40*2 mm steel frame, glazing (glass panels 6mm), 3 hinges, locks, handles, weather seals, anchorage, welding, finishing, painting/anti-rust treatment, and all accessories complete as per drawings and engineer's instructions.	No.	1
E3	Supply, fabricate and install glazed metallic window size 1000 × 1500 mm including 60*40*1.5 mm steel frame, clear tempered glass (6 mm), hinges or sliding system, locking system, rubber seals, sealant, anti-rust treatment* finish paint and all fixing accessories complete in place	No.	1
HOLDING & WASHING ROOM			
A. SITE WORKS & FOUNDATIONS			
ITEM	Description	Unit	Qty
A1	Excavation for foundation trenches to required depths, widths, lines and levels in all types of soil, including setting out, trimming, dewatering, temporary supports, stockpiling of approved excavated material, disposal of surplus material, and keeping excavations free from water, complete as per drawings and engineer's instructions.	m ³	14.4

A2	Rubble stones masonry foundation jointed with cement mortar mixed at 1:4, 0.3m wide 0.5m deep starting from reduced level, visible faces should be carefully mounted with exposed masonry including rejoining with cement mortar. with a crushing strength of 7.5 N/mm ²	m ³	10.24
A3	Supply and lay 50 mm thick plain concrete blinding in C15/20 mix, including preparation of subgrade, compaction, mixing, placing, leveling, tamping, and curing complete in place	m ³	0.64
A4	Supply, formwork, place, and cast reinforced concrete ground beam in C20/25 including all materials, mixing, placing, vibrating, curing, and reinforcement steel: 4Ø12 main bars with Ø8 stirrups @150 mm c/c, including cutting, bending, tying, spacers, formwork, and all accessories complete in place	m ³	1.28
A5	Supply (if required), placing, spreading in layers, watering, and mechanical/manual compaction at 95% OPM of approved backfill material around foundations, ground beams, or within plinth including removal of debris, leveling, and achieving required compaction density complete in place	m ³	30.8
B. FLOOR SLAB			
Item	Description	Unit	Qty
B1	Supply, spread, lay and compact 200 mm thick hardcore filling (crushed stone or approved hardcore material) including trimming, levelling, watering, compaction in layers, and all necessary preparation works complete in place	m ³	15.4
B2	Supply and lay 500 micron thick polythene damp proof membrane (DPM) under concrete slabs including surface preparation, overlap (minimum 150 mm), sealing of joints with approved tape, cutting, fitting around penetrations, and all necessary accessories complete in place	m ²	77
B3	supply, place, finish and cure 100 mm thick plain concrete slab in C25/30 including surface preparation, formwork (if required), placing on DPM, compaction, leveling, finishing (steel trowel finish or broom finish as specified), curing, and all necessary materials and accessories complete in place	m ³	7.7
B4	Supply, lay and finish cement sand screed (1:3 mix or as specified) to smooth surface including surface preparation, bonding to concrete slab, laying to required falls/slopes for drainage, steel trowel finishing, curing, and all materials and accessories complete in place	m ²	77
C. WALL SYSTEM			
Item	Description	Unit	Qty
C1	Supply and construct burnt brick masonry wall 200 mm thick and 1.0 m high including burnt clay bricks, cement-sand mortar (1:4 or as specified), soaking of bricks, laying in stretcher bond, leveling, plumb, raking joints, curing, and all materials and accessories complete in place	m ²	112
C2	Supply and carry out wall pointing to burnt brick masonry including raking out joints to required depth, cleaning surfaces, preparing cement-sand mortar (1:3 or as specified), filling and compacting joints, finishing (flush/concave/struck pointing as directed), curing, and all labor and materials complete in place	m ²	112
D. ROOF SYSTEM			
Item	Description	Unit	Qty
D1	supply and install metalics roof trusses using tubes 60*40*1.5 mm for trusees and 40*40*1.5 mm for purlins with all accessories	m2	77
D2	Supply and install corrugated iron roofing sheets (28 gauge) including cutting, laying, overlaps, fixing to purlins, and all accessories for fixation such as self-drilling screws with rubber washers, ridge caps, hook bolts (where required), sealants, and labor complete in place as per drawings	m ²	77

D3	Supply, fabricate and install metallic box gutter size 150 × 150 × 1.5 mm including mild steel sheet fabrication, cutting, bending, welding, support brackets/hangers, anti-rust treatment, painting, joint sealing, outlets connection, and all accessories complete in place as per drawings	m	10.4
D4	Supply and install PVC ceiling panels including ceiling framework (timber), PVC panels, cornices, suspension/fastening accessories, nails/screws, trims, cutting, fitting, alignment, and all labor and materials complete in place as per drawings	m ²	60
E. DOORS & WINDOWS			
Item	Description	Unit	Qty
E1	Supply, fabricate and install glazed metallic door size 1200 × 2400 mm including 60*40*mm steel frame (1.5 mm thickness), clear tempered 6mm glass panels, reinforced hinged door leaf, locking system, rubber seals, anti-rust treatment, welding, painting, and all fixing accessories complete in place	No.	2
E2	Supply, fabricate and install front store metallic window size 1500 × 2400 mm including 60*40mm mild steel frame (1.5 mm thickness), 2mm thick plane sheet ,security bars or grillwork (as required), fixed or sliding glazed panels (where specified), anti-rust treatment, welding, painting, and all fixing accessories complete in place	No.	1
E3	Supply, fabricate and install glazed metallic window size 2500 × 2400 mm including 60*40mm mild steel frame (1.5 mm thickness), clear tempered glass panels (6 mm), steel reinforcement members, opening system (sliding or casement as specified), rubber seals, anti-rust treatment, welding, painting, and all fixing accessories complete in place	No.	2
F. PLUMBING WORK			
Item	Description	Unit	Qty
F	Construction and installation of washing station as per approved drawings, including reinforced concrete base and slabs (C20/25 or as specified), brick masonry walls, waterproof plastering and finishing with 40*40 cm tiles, drainage channels and outlets, water supply piping connections, sink/washing basins (concrete as specified), floor slope formation for drainage, sealing, fittings, and all necessary materials, labor, and accessories complete in place		
F1	Excavation for foundation trenches	m3	8
F2	Plain concrete blinding (50 mm thick) C15/20	m3	0.6
F3	Reinforced concrete foundation strip C25/30	m3	1.6
F4	200 mm thick, 800mm height brick masonry support walls in cement mortar (mix ratio 1:3) for (Number of basins: 2 Basin size: 6.0 m × 1.0 m × 0.40 m Total basin length: 12 m Total taps: 12 Nos. (6 per basin)	m3	11.6
F5	Reinforced concrete basin bases and side walls C25/30	m3	5.2
F6	Waterproof cement-sand render to internal basin surfaces (20 mm thick) (mix ratio 1:3)	m2	46
F7	Ceramic wall/floor tiles 40×40 cm including adhesive and grouting	m2	60
F8	25 mm PVC main water supply pipe	m	50
F9	20 mm PVC branch pipes to taps	m	40
F10	Bib taps complete with fittings	No.	12
F11	25 mm gate valve	No.	2
F12	50 mm PVC PN 10 waste pipe	m	50

F13	Drainage outlets complete with gratings	No.	2
F14	Supply, obtain approvals, and carry out water connection to WASAC network including application fees (where applicable), excavation for pipe trenching, supply and laying of HDPE/PVC service pipe, fittings, valves, water meter chamber construction, connection to main line, testing, backfilling, reinstatement of surfaces, and all materials, labor, and accessories complete in place	Item	1
F15	Supply and install 3/4" (DN20) PPR pipe including fittings and accessories such as elbows, tees, sockets, reducers, valves where required, pipe supports/clamps, cutting, welding (heat fusion), testing for leakage, and all materials and labor complete in place	Item	1
F20	Excavation, construction and filling of soakaway trench/pit for rainwater overflow (10 m length) and washing station waste water including excavation in all soil types, disposal of surplus soil, 1m top lining (where required), 100mm thick RCC slab cover filling with graded hardcore stones, geotextile membrane (if specified), inlet connection from drainage system, compaction, and all labor and materials complete in place	Item	2
G.ELECTRICAL (WASHING, LANDING and Toilet block)			
Item	Description	Unit	Qty
G	Supply, installation, testing, and commissioning of complete internal electrical installation works including insulated copper cabling, lighting points, switches, socket outlets, conduits, fittings, and all necessary accessories required for a fully functional electrical system. (All cables shall be PVC insulated copper conductors complying with IEC standards. Electrical accessories shall be of approved quality and suitable for 230V AC power supply. Installation shall be concealed or surface mounted as indicated on drawings or directed by the Engineer. All conduits and fittings shall be rigid heavy-duty PVC unless otherwise specified. Lighting fixtures shall be securely fixed and properly aligned. Socket outlets and switches shall be installed at approved heights and locations.		
G1	Supply, installation, testing, and commissioning of complete electrical connection works to the Rwanda Energy Group (REG) power network, including all necessary materials, labor, equipment, approvals, and accessories required for a fully operational electrical system.	Item	1
G2	Supply, delivery, installation, testing and commissioning of 12-Way Single Phase Distribution Board complete with enclosure, busbar, neutral and earth bars, circuit breakers, and all necessary accessories.	Item	1
G3	Cabling of Lights with Semi rigid VOB 1 point 5 mm ² PVC Insulated Copper wires 100m	rlx	15
G4	Cabling of socket outlets with Semi rigid VOB 2 point 5 mm ² PVC Insulated Copper wires 100m	rlx	10
G5	4x16mm ² 0 point 4 1Kv XLPE Insulated Copper Cable from EUCL utility line to feeder pillar	m	50
G6	Supply, install, test and commission 2 × 2.5 mm ² PVC insulated copper cable from Consumer Unit to Distribution Board (DB), including conduits, terminations, connectors, fixing accessories, and all associated works complete.	m	15
G7	Galvanized iron flush mounted one gang back box plus flush mounted two gangs two ways screw fixed switch 16A 250V	pc	5

G8	Squared PVC flush mounted 1 gang back box plus 1 module prise simple screw fixed Euro DIN type socket outlet French standard round pins 250V 16A 1P plus PE Complete with child safe shutter for child protection	pc	6
G9	High Quality LED lamp IP20 SocketE27 12W 1140 lm LED Bulb Lamp 220V AC	pc	10
G10	Waterproof wall mounted bulkhead light complete outdoor light fitting light source LED bulb light 15W 1100lm 4000K	pc	5
G11	Supply and install heavy-duty PVC conduit for cable protection, complete with fittings, bends, couplers, draw wire, excavation, bedding, backfilling, warning tape, and all ancillary works required for a complete installation."	pc	500
G12	Lightning protection system with 30m protection radius as prevectron3 level 3 TS10 2 meter height must above the roof with Copper Tape 25x3mm as down conductor Max resistance 2 ohms Inspection chamber inclusive	Item	1
OUTDOOR TOILET			
A. SITE WORKS & FOUNDATIONS			
ITEM	Description	Unit	Qty
A1	Excavation in all types of soil for foundation trenches to required widths and depths as per drawings, including setting out, trimming sides, bottom leveling, dewatering where necessary, disposal of surplus excavated material within site or to approved dumping area, and all labor and incidental works complete in place	m ³	2.272
A2	Excavation for toilet pit,1.5m*2m, 15 m depth, including trimming sides, maintaining safe excavation slopes, dewatering where necessary, and disposal of surplus excavated material to an approved location.	m3	45
A2	Rubble stones masonry foundation jointed with cement mortar mixed at 1:4, 0.4m wide 0.4m deep including masonry works for a 1m top of toilet pit starting from reduced level, visible faces should be carefully mounted with exposed masonry including rejoining with cement mortar. with a crushing strength of 7.5 N/mm ²	m ³	2.992
A3	Supply, mix, place and finish 50 mm thick plain concrete blinding in C15/20 including trimming and leveling of excavation base, compaction of formation, placing, leveling, tamping, curing, and all labor and materials complete in place	m ³	0.224
A4	Reinforced concrete cover slab C25 over pit, 150 mm thick, including formwork, reinforcement, casting and curing, complete	m3	0.78
A5	Supply, spread, lay and compact 200 mm thick hardcore filling (crushed stone or approved hardcore material) including trimming, levelling, watering, compaction in layers, and all necessary preparation works complete in place	m2	7.2
A6	plain concrete floor slab c25, 100 mm thick, including reinforcement, compaction, casting, finishing and curing, complete	m2	7.2
A7	Supply (if required), placing in layers, spreading, watering, and compaction 95%OPM of approved backfill material around foundations, trenches, ground beams,floor, and plinths including removal of debris, leveling to required formation levels, and achieving specified compaction density complete in place	m ³	1.56
B. WALL SYSTEM			
Item	Description	Unit	Qty
B1	Supply and construct burnt brick masonry wall 200 mm thick and 1.0 m high including well-burnt clay bricks, cement-sand mortar (1:4 or as specified), soaking of bricks, laying in stretcher bond, leveling, plumb control, raking and	m ²	44.8

	filling joints, curing, scaffolding (low height), and all materials and labor complete in place		
B2	Raking out joints of existing or newly built burnt brick masonry to required depth, cleaning surfaces, and filling joints with cement-sand mortar (1:3 or as specified), including finishing (flush/concave/struck pointing), curing, scaffolding, and all materials and labor complete in place	m ²	44.8
C. ROOF SYSTEM			
Item	Description	Unit	Qty
C1	Supply and install treated timber roof structure comprising wall plates, rafters, purlins, tie beams, bracing, bolts and nails, complete	m ²	10
C2	Supply and install corrugated iron roofing sheets (28 gauge) including laps, cutting, fixing to purlins, and all accessories for fixation such as self-drilling screws with rubber washers, ridge caps, sealants, hook bolts where required, and labor complete in place as per drawings	m ²	10
C3	Supply, fabricate and install metallic roof gutter size 150 × 150 × 1.5 mm including mild steel sheet fabrication, cutting, bending, welding, brackets/support hangers, anti-rust treatment, painting, joint sealing, outlet connections, and all accessories for complete installation as per drawings	m	3
D. DOORS & WINDOWS			
Item	Description	Unit	Qty
D1	Supply and install steel door complete with steel frame, hinges, lockset, handles, bolts, painting and all accessories, complete (Door size: 900 mm × 2100 mm (or as specified) Mild steel frame 60 × 50 mm Steel plate thickness: 1.5 mm Three heavy-duty hinges Lockset and handles Internal and external tower bolts Anti-rust primer and paint finish	No.	2
D2	Supply and install 100 mm diameter uPVC PN 6 vent pipe complete with fly screen, brackets, fittings and all accessories, complete	No.	2
D3	Provide and install ventilation openings in concrete block complete with insect-proof wire mesh, frames and all accessories (Opening size: 150 mm × 300 mm or as shown on drawings)	No.	2
E. PLUMBING WORK			
Item	Description	Unit	Qty
E1	Supply and install ceramic wash-hand basin complete with pillar tap, waste fitting, bottle trap, water supply and drainage connections	No.	2
E2	Supply and install vitreous china squat toilet pan complete with trap and all accessories	No.	2
E3	Supply and install 3/4" (DN20) PPR pipe including fittings and accessories such as elbows, tees, couplers, reducers, valves where required, pipe clamps/supports, cutting, heat fusion welding, pressure testing, commissioning, and all labor and materials complete in place as per drawings	Item	1
RAINWATER COLLECTION			
R	Supply and fix water down pipe with all accessories		
R1	Supply and install 110 mm diameter PVC pipe PN6 including all fittings and accessories such as sockets, bends, tees, reducers, couplings, rubber rings (where applicable), pipe bedding, alignment, jointing, testing, and all labor and materials complete in place as per drawings	LM	96

R2	Supply and install 5 m ³ plastic water tank including elevated masonry support base (stone masonry finish with smooth plaster), inlet and outlet connections, 3/4" evacuation pipe with valve, Tap with valve, overflow pipe, fittings, sealing, tank cover, pipe supports, and all accessories complete in place including installation and testing as per drawings	Pcs	2
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5.6. Detailed engineering Designs



DRAWINGS.pdf

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 and/or agricultural engineering and/or postharvest infrastructure or any related field (proven by both the certificate of incorporation and the company profile)**
- Proven experience in the execution of at least **Two (2) construction projects in post-harvest, agro-processing, markets, food-handling, fish-handling, cold-chain, or similar infrastructure, completed.** Each project must be supported by **completion certificates or any other document proving good performance of these assignments and considered acceptable by the Contracting Authority.**

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

- In the past **five financial years the tenderer must have achieved a cumulative turnover of at least the equivalent of 100,000,000 Rwandan Francs.** The tenderer shall include in its offer a statement indicating its annual turnover for **each of the last five (5) financial years.**

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

5.7.2. Minimum required qualification and experience of the key experts

The Key experts must possess the following minimum qualifications and experience for the administration and execution of the contract, as demonstrated by signed CVs and supporting documents:

1. A Project Manager / Lead Civil Engineer (1 Position)

The proposed Project Manager / Lead Civil Engineer must meet the following minimum requirements:

- **Education (copy of diploma/degree to be provided)**
At least **Bachelor's degree** in Civil Engineering, Construction Engineering, architecture or other relevant related field.
- **General Professional Experience (copy of cv to be provided):**
At least **five (5) years of relevant professional experience** in construction works, including agricultural engineering, post-harvest infrastructure, or related fields.
- **Specific Experience:**
At least **two (2) years of proven experience in leading construction projects.**
- **Professional Registration (A valid membership certificate must be provided)**
Must be **registered with a recognized national Institute** of Engineers or an equivalent foreign professional body. A valid membership **certificate must be provided.**

2. A Site Engineer/Resident Engineer (1 position)

The proposed Site Engineer / Resident Engineer must meet the following minimum requirements:

- **Education (copy of diploma to be provided)**
At least **Bachelor's degree** in Civil Engineering, agricultural engineering, or related field.
- **General Professional Experience (Cv to be provided):**

At least **three (3) years of relevant professional experience** in construction works , including agricultural engineering, postharvest infrastructure and any related field.

- **Specific Experience:**

At least two (2) years of proven experience in setting out works, supervising day-to-day construction activities, interpreting technical drawings, and ensuring compliance with specifications and Bills of Quantities (BoQ), preferably in agro-processing or post-harvest facilities.

3. **A Foreman / General Site Supervisor (1 position)**

- **Education (copy of diploma to be provided):**

A Bachelor's degree or Advanced Diploma in Building Construction, Masonry, Carpentry, or a related trade.

- **Experience (CV to be provided):**

At least **two (2) years of practical experience** in construction supervision and site-based management of construction works.

5.8. **Milestones**

Milestones	Activities	Timelines
1. Inception and mobilization	Contract kick-off meeting; confirmation of site access and handover; review of drawings and BoQ; preparation and submission of detailed work programme; mobilization schedule; method statements; quality control plan; health, safety, environmental and social management measures; deployment of key personnel; identification of material sources and procurement plan	1 Week
2. Site establishment and setting out completed	Site clearance; temporary fencing and protection measures; installation of temporary site facilities and storage areas; setting out of buildings and external works; verification of levels and benchmarks; establishment of temporary drainage and erosion-control measures; site signage and safety arrangements	2 Weeks
3. Earthworks, foundations, and substructure completed	Excavation; filling and compaction; foundation trenching; concrete blinding where applicable; casting of footings/foundation elements; foundation walling; hardcore filling; slab preparation; below-ground drainage and pipe sleeves; backfilling and compaction around foundations	3 Weeks

4. Superstructure completed for both facilities	Construction of walls, columns, beams, lintels, and other structural elements as per drawings; installation of frames; blockwork/masonry works; structural concrete works; curing and quality inspections; preparation for roofing works	4 Weeks
5. Roofing and building envelope completed	Fabrication and installation of roof structure; fixing of roofing sheets and accessories; installation of rainwater goods where specified; fitting of external doors, windows, shutters, vents, and related elements; weatherproofing and securing the building envelope	4 Weeks
6. Internal building services and utility installations completed	Plumbing and sanitation works; internal and external water supply lines; drainage and wastewater arrangements; electrical wiring, fittings, switches, lighting points, and distribution accessories; installation of functional service points required for fish handling operations, as shown in the drawings and BoQ	4 Weeks
7. Finishes and internal fit-out completed	Internal and external plastering/rendering; screeds and floor finishes; wall finishes; painting and protective coatings; installation of sanitary fixtures; completion of joinery/metal fittings; final fixing of electrical and plumbing accessories; cleaning and correction of visible defects	4 Weeks
8. External works and site improvement completed	Construction of walkways, drainage channels, wastewater discharge control elements, retaining/protection measures, access improvements, and other site-development items reflected in the drawings and BoQ; final grading and site restoration	4 Weeks
9. Testing, commissioning, snag rectification, and provisional handover	Testing of electrical and plumbing installations; inspection of drainage and wastewater systems; joint inspection with supervisor/client; preparation and closure of snag list; final cleaning; submission of as-built information where required; provisional handover of both facilities	2 Weeks
10. Progress reporting and contract administration throughout implementation	Submission of inception report/submittals; weekly site records; monthly progress reports; progress review meetings; updated work programme where needed; measurement of executed works; support to inspection and certification processes	Throughout the 7 months

6. Forms

6.1. Identification form

6.1.1. Private/public law body with legal form

OFFICIAL NAME⁹									
BUSINESS NAME (if different)									
ABBREVIATION									
LEGAL FORM									
ORGANISATION					FOR PROFIT				
TYPE		NON FOR PROFIT			NGO¹⁰		YES		NO
MAIN REGISTRATION NUMBER¹¹									
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									

⁹ National denomination and its translation in EN or FR if existing.

¹⁰ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹¹ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.2. Public-law body¹²

To fill out the form, please click here:

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

OFFICIAL NAME¹³ ABBREVIATION MAIN REGISTRATION NUMBER¹⁴ 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 COUNTRY CITY E-MAIL PHONE			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹² 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.).

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

¹⁴ Registration number in the national register of the entity.

6.1.3. Subcontractors (if applicable)

Name and legal form	Address / Registered office	Regards

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 euros and exclusive of VAT:

VAT percentage: 18 %.

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

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

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

Certified true and sincere,

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

Detailed bill of quantities and Prices Form



BoQ
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6.4. Declaration on honour – Exclusion grounds

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

The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:

- a. Participation in a criminal organization;
- b. Corruption;
- c. Fraud;
- d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
- e. Money laundering or terrorism financing;
- f. Child labor and other forms of trafficking in human beings;
- g. Employment of third-country nationals in illegal residence;
- h. Creation of offshore companies.

The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.

The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.

The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:

- a. Breach of Enabel's policy on sexual exploitation and abuse;
- b. Breach of Enabel's policy on fraud and corruption risk management;
- c. Violation of local legislation concerning sexual harassment at work;
- d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
- e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.

The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.

The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium, as well as.

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Certified true and sincere,

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

7. Overview of the document to be submitted

- 7.1. **Legal identification form – see art. 6.1**
- 7.2. **Financial identification form/BOQ excel – see art. 6.3**
- 7.3. **Company Profile and key experts requirements with required document – see art. 5.7**
- 7.4. **Site visit certificate – art.3.4.5**
- 7.5. **Technical offer including all points mentioned in art.3.4.9**
- 7.6. **Tender form price – see art. 6.3**
- 7.7. **Declaration on honour – Exclusion grounds - See art. 6.4**

7.8. **Power of attorney**

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

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

7.9. **Criminal record certificate for the person mandated to commit for the firm.**

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

At the latest before award, the Bidder must provide a certification^{Error! Bookmark not defined.} from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

7.11. **Certification of clearance with regards to the payments of applicable taxes**

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

7.12. **Non-Bankruptcy certificate**

8. Annexes

8.1. Annex 1 – detailed designs- Drawings



DRAWINGS.pdf

8.2. Annex 2 – Bill of Quantities



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