

TENDER SPECIFICATIONS

Public work contract for “**SUPPLY AND INSTALLATION OF GREENHOUSE FOR MUSANZE YOUTH CENTRE**”

Reference №: **RWA20001-10105**

Country: **Rwanda**

Negotiated Procedure without Prior Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Site visit (optional):</i>	See clause 4 of chapter 3 Award Procedure
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<i>Deadline for submission of tenders:</i>	27 August 2026 at 16:00 (Kigali, Rwanda (CAT, UTC+2))
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Table Of Contents

1 General Remarks.....	5
1. The contracting authority	5
2. Rules governing the public contract	5
3. Applicable law and competent courts	6
2 Subject-Matter and Scope of The Public Contract	7
1. Type of contract	7
2. Lots	7
3. Items	7
4. Duration of the public contract.....	7
5. Variants.....	7
6. Options	7
7. Quantities.....	7
3 Award Procedure	8
Section (A) - General procedure instructions	8
1. Award procedure	8
2. Publication	8
3. Further information	8
4. Site visit (optional)	9
Section (B) - Instructions for preparation of tenders.....	9
5. Validity period of tenders	9
6. Data to be included in the tender.....	9
7. Tender currency.....	10
8. Determination of prices	10
9. Elements included in the price.....	10
Section (C) - Submission of tenders	11
10. Submission of tenders.....	11
11. Tender signature	12
12. opening of tenders.....	12
Section (D) - Selection, Awarding & Conclusion	12
13. Exclusion grounds	12
14. Qualitative selection	13
15. Overview of the procedure	14
16. Award criteria	14
17. Awarding the public contract	19
18. Concluding the contract.....	19
4 Special Contractual Provisions	20
Section (A) - General	20
3. Use of electronic means (art. 10)	20
4. Managing official (Art. 11).....	20

5.	Confidentiality (art. 18).....	20
6.	Protection of Personal Data.....	21
7.	Intellectual property (Art. 19 to 23)	21
	Section (B) - Financial guarantees	22
8.	Insurance (Art. 24).....	22
9.	Performance Bond (Art. 25 to 33).....	22
	Section (C) - the public contract documents.....	22
10.	Conformity of performance (Art. 34).....	22
11.	Plans, documents and objects prepared by the contracting authority (Art. 35)	22
12.	Detailed plans and work plans prepared by the contractor (Art. 36).....	22
	Section (D) - Changes to the public contract.....	23
13.	Replacement of the contractor (Art. 38/3, °1)	23
14.	Revision of prices (Art. 38/7)	24
15.	Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12) 24	
16.	Unforeseeable circumstances	25
17.	Taxation having an effect on the value of the public contract (Art. 38/8)	25
18.	Terms of introduction (Art. 38/14 to 38/17)	25
	Section (E) - Control and Monitoring of the public contract.....	25
19.	Means of control (Art. 82).....	25
	Section (F) - Performance modalities	26
20.	Order form	26
21.	Performance period (Art. 76).....	26
22.	Provision of land (Art. 77).....	26
23.	Labour conditions (Art. 78)	27
24.	Organisation of the Construction Site (Art. 79)	27
25.	Works Logbook (Art. 83)	28
26.	Liability of the contractor (Art. 84)	28
	Section (G) - Means of action	28
27.	Failure of performance (Art. 44)	28
28.	Penalties (Art. 45).....	29
29.	Fines for Delay (Art. 46 and 86)	29
30.	Measures as of Right (Art. 47 and 87)	30
31.	Other Sanctions (Art. 48).....	30
32.	Price of the contract in case of late performance (Article 94)	30
	Section (H) - End of the public contract.....	31
33.	Acceptance and guarantee of the works performed (Art. 64-65 and 91-92).....	31
34.	Invoicing and Payment (Art. 66-72 and 95).....	32
35.	Advance payments	33
5	Terms of reference	34
1.	General introduction	34
2.	Detailed description of the works.....	35
3.	Specific requirements	42

4. Conditions for carrying out the work	43
6 Selection file	46
1. Minimum required qualifications for the company	46
2. key staff profile and experience	46
7 Forms	48
1. Identification form	48
2. FINANCIAL form	50
3. Tender form - Prices	51
4. Declaration on honour - Exclusion grounds	54
8 Overview of the documents to be submitted	56

1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. For this public contract Enabel, in Rwanda, is represented by¹:

Name	Position
Ms. Virginie HALLET	Country Director
Mr. Réal NIMPAGARITSE	Expert in Contracting and Administration

- 1.3. **Attention:** even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.² As a result, services of this contract are deemed to be located in Rwanda and applicable tax legislation is legislation of Rwanda. For more information on this tax regime, you can contact Evariste SIBOMANA, CONTRAT OFFICER.

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
- (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's policy regarding fraud and corruption risk management – June 2019.

- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

¹ or any other person duly holding a mandate of representation, in accordance with the applicable Enabel's mandate structure.

² Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a works contract.
- 1.2. Description: The overall objective of the assignment is to design and construct a greenhouse structure in accordance with the requirements set out in this Tender Document.
- 1.3. This public contract establishes the terms governing public contracts to be concluded during the validity period of the framework agreement.

2. LOTS

- 2.1. This public contract is not divided into lots.

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 7 Forms - Tender form - Prices.
- 3.2. These items are grouped together to 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.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. **This public contract starts upon award notification and remains in effect until the expiry of the warranty period** (clause 21 and 33.4 of chapter 4 Special Contractual Provisions).
- 4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

7. QUANTITIES

- 7.1. Quantities are determined in the bill of quantities.
- 7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

2.1. This contract is advertised on the Website of Enabel (www.enabel.be);

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Evariste Sibomana

Contract Officer

evariste.sibomana@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (evariste.sibomana@enabel.be) and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the sixth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

4. SITE VISIT (OPTIONAL)

- 4.1. A site visit is planned prior to the submission of tenders. Participation in the site visit is **optional but strongly encouraged to enable bidders to familiarise themselves with the site conditions and all relevant constraints that may affect the preparation and performance of their tender.**
- 4.2. The schedule for the site visit is as follows:
- **A site visit will be organised on Wednesday 19/08/2026 at 11:00AM Kigali time.** Participation is not mandatory but strongly encouraged.
 - The visit will take place at **Musanze Youth Centre, Musanze District, Northern Province, Rwanda GPS coordinates: Latitude -1.511263; Longitude 29.641109.**
- 1.1. **To confirm participation** and allow for proper coordination, Bidders who consider a site visit is necessary for preparing their proposal must submit a formal request via email to fidele.kampayana@enabel.be and evariste.sibomana@enabel.be **no later than 13/08/2026 (i.e. 15 calendar days before the submission deadline 27/08/2026).**
- 4.3. No additional information beyond what is already specified in these tender specifications will be provided during the visit. Any potential observations regarding access, location of the premises, or other aspects must be communicated according to clause 3. Bidders who choose not to participate in the site visit shall remain fully responsible for assessing the conditions relevant to the preparation and performance of their tender and may not subsequently invoke their non-participation or lack of knowledge of the site conditions as grounds for any claim, additional cost, extension of time or modification of their contractual obligations.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 6.2. The tender and all annexes to the tender form must be drawn up in English.
- 6.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 6.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 6.5. The tenderer also attaches the following to his tender:
- (a) All documents demanded for the application of qualitative selection (see Selection file) and award criteria (see clause 16 Chapter 3);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

- (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.6. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
 - (a) Identification form;
 - (b) Declaration on honour - Exclusion grounds;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 6.7. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 6.8. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. This public contract is a **mixed** contract, meaning that the prices are fixed according to several modes: for certain items, the contract operates as a price-schedule contract, where only unit prices are fixed and the price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed, while for other items, the contract operates as a lump-sum price contract, where the price is a flat fee that covers the whole of the item listed in the inventory.
- 8.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, 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.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to the works, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.

As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Rwanda.
- 9.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of this public contract, including but not limited to:
 - (a) Where applicable, the measures imposed by occupational safety and worker health legislation;

- (b) All works and supplies, such as bracing, sheet piling, and drainage, necessary to prevent landslips and other damage and to remedy these if required;
- (c) The perfect preservation, potential relocation, and redeployment of cables and pipes encountered during excavation, earthworks, and dredging, provided that these actions are not legally the responsibility of the owners of such cables and pipes;
- (d) Removal, within the confines of the excavations, earthworks, and dredging necessary for construction, of: a) Earth, mud, gravel, stones, rubble, riprap, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris, and waste materials; b) Any rock, regardless of size, where the procurement documents specify that the earthworks, excavation, and dredging are to be carried out in rocky terrain, and, in the absence of this statement, any rock and any blocks of masonry or concrete with an individual volume not exceeding half a cubic metre;
- (e) The transportation and disposal 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 procurement documents;
- (f) All overheads, incidental expenses, and maintenance costs during the performance of the contract and the warranty period;
- (g) Customs and excise duties.
- (h) Acceptance costs;
- (i) Any additional works which, by their nature, depend on or are associated with those described in the procurement documents.

9.3. All such costs, measures, and obligations are included in the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

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

10.2. Considering article 14, § 2, °3 of the Law of 17 June 2016 on 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 of 17 June 2016 on public procurement, and this because the use of electronic communication tools requires specialised office equipment that contracting authorities do not usually have.

10.3. The specific reasons for requiring the use of paper tenders are:

The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Rwanda. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.

10.4. The tenderer submits its tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: **RWA20001-10105 - SUPPLY AND INSTALLATION OF GREENHOUSE FOR MUSANZE YOUTH CENTRE**

To the attention of: **Evariste SIBOMANA, Contract Officer.**

10.5. **The tender must be submitted before 27 August 2026, at 16:00 (Kigali, Rwanda (CAT, UTC+2)).**

10.6. Tenderers shall submit their bids in one of the following ways:

- (a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Evariste SIBOMANA
Enabel Rwanda
KN 67 ST, n°10
SANLAM TOWERS,
Wing A, 6th Floor
Kigali, Rwanda.**

- (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 10.5 (a).

10.7. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 10. A tender submitted by email will be discarded.**

11. TENDER SIGNATURE

11.1. **The tender and all accompanying documents must 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.

11.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

11.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

12. OPENING OF TENDERS

12.1. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS

13.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 7 Forms).

13.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17

June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

- 13.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 and Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 13.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 13.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 13.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 13.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
- 13.9. Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

14. QUALITATIVE SELECTION

- 14.1. By means of the documents requested in the 'Selection file' (See Section 6 - Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 14.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 16 subject to the regularity of these tenders.
- 14.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 14.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

- 14.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

15. OVERVIEW OF THE PROCEDURE

- 15.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 15.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 15.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 16). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 15.4. Then, the negotiation phase follows. In 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 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.
- 15.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 16) will be designated the successful contractor for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

16. AWARD CRITERIA

- 16.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Technical proposal	40	• Quality of the description of the greenhouse structural layout and design, including a sample in coloured photos for visualization (15%) • Relevance of the proposed timeframe of activities. (5%) • Quality and technical value: (20%) ❖ Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation that cannot have a negative impact on the usage of the material); ❖ A cumulation of more than 10 deviations will lead to irregularity of the proposal ❖ The bid complying with the minimum requirements will score at 15% ❖ The bid distancing positively from the minimum requirements will get 1 extra point for each best criterion, up to a maximum of 5 %
Financial proposal	60	Award on the basis of best value for money, which is evaluated in the light of the price or cost and criteria related to quality factors: The total prices (all taxes inclusive in EUR) will be taken into account for bid comparison. The following formula will be used: Score bid A = $\frac{\text{Total Prices of the lowest bid} * 60}{\text{Total price of bid A}}$

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

16.3. BIDDER'S RESPONSE TO THE REQUIRED TECHNICAL SPECIFICATIONS (COLUMN 4 -5)

All bidders are required to complete this table as part of their technical proposal. The information provided in Columns 4 and 5 will be used to evaluate compliance with the required technical specifications, as well as the quality and technical value of the proposed solution.

#	Item/ component	Description	Proposal from the bidder	Notes, remarks, ref. to doc.
1.	General description	The recommended greenhouse structure is designed to enclose and protect a 12 m × 12 m aquaponic production system , with an overall greenhouse footprint of 13 m × 13 m (169 m²) to allow for structural clearances, internal circulation, and operational access.		
		The structure shall be a lightweight, durable, and corrosion-resistant steel-framed greenhouse , covered with UV-stabilised polyethylene (PE) film , suitable for local climatic conditions.		
2.	Structural design requirements			
2.1	Dimensions and layout	- External footprint: 13 m × 13 m (±2% tolerance) - Covered area: 169 m² - Internal clear span: Minimum 12 m × 12 m - Minimum sidewall height: 3.0 m - Ridge height range: 4.5–5.5 m - Roof slope: Minimum 20% (≈11°) to facilitate rainwater runoff - Layout shall allow: - Adequate ventilation - Access pathways around the aquaponics system - Space for maintenance and operations		
2.2	Structural frame	- Material: Hot-dip galvanized steel - Minimum coating specification: ≥275 g/m² zinc coating - Structural members: - Columns: Circular hollow sections (min. 60–90 mm diameter or equivalent) - Rafters/trusses: Galvanized steel tubing or formed profiles - Purlins and bracing: Light-gauge galvanized steel members - Structural integrity: - Designed to withstand: - Wind speeds: ≥120 km/h - Rain load typical of tropical heavy storms - All joints:		

		○ Bolted connections preferred (high-tensile galvanized bolts) ○ Welded joints factory-treated with anti-corrosion coating		
3.	Cladding system			
3.1	Covering material	• Material: UV-stabilised polyethylene greenhouse film • Thickness range: 180–220 microns • Properties: ○ UV protection (minimum 3–5 years lifespan) ○ High light transmission ($\geq 85\%$) ○ Anti-drip/anti-condensation treatment • Fixing system: ○ Aluminium locking profiles with wiggle wire ○ Secure anchoring to withstand wind uplift		
3.2	Sidewalls	• Fixed sidewalls with manual operation roll-up ventilation system • Insect-proof netting (Mesh size range: 40–50 mesh).		
4.	Roof and rainwater drainage			
4.1	Roof design	• Shape: Gable roof; a triangular profile formed by two sloping sides that meet at a central ridge and adequate pitch to prevent water accumulation and reduce structural loading		
4.2	Drainage system	• Integrated rainwater management system including: ○ Gutters along roof edges (PVC) ○ Downpipes positioned at corners • Drainage capacity: ○ Designed for peak rainfall events • Disposal: ○ Integration with a rainwater harvesting system (plastic tank of min. 10 m³) with direct discharge away from the foundation		
5.	Foundation and anchoring	• Foundation type: ○ Reinforced concrete footings for each column • Typical footing size: ○ Minimum 400 mm × 400 mm × 600 mm deep (subject to soil conditions) • Anchoring:		

		○ Embedded anchor bolts or base plates • Soil bearing capacity to be verified prior to installation		
6.	Fabrication requirements	• All structural components: ○ Factory prefabricated ○ Pre-drilled and pre-cut to minimize site work • Quality control: ○ Compliance with relevant structural steel standards • Surface protection: ○ Hot-dip galvanization after fabrication ○ No exposed untreated steel		
7.	Transport and logistics	• The supplier is responsible for: ○ Packaging and protection of components ○ Safe transport to site • Materials delivered: ○ Complete and labeled for ease of assembly • Handling: ○ Prevent damage to plastic covering and galvanized surfaces		
8.	Installation and erection			
8.1.	Installation scope	• Full installation by qualified personnel, including: ○ Foundation setting-out ○ Structural frame erection ○ Installation of covering material ○ Installation of the drainage system		
8.2.	Installation standards	• Alignment tolerances: ○ Vertical deviation ≤ 5 mm per meter height • All bolts tightened to specification • Covering installed wrinkle-free and securely tensioned		
9.	Accessories and additional features	• Two lockable access door(s), minimum width 1.2 m, for Entry and Exit separately. • Ventilation openings (sidewalls and roof vents) • Rainwater harvesting tanks (plastic tank of min. 10 m³)		
10.	Performance and durability	• Designed lifespan of the greenhouse: ○ Steel structure: min. 15–20 years ○ Covering material: min. 3–5 years (replaceable) • Corrosion resistance suitable for humid environments • Minimal maintenance requirements		

11.	Compliance and standards	The greenhouse shall comply with: • Relevant national structural and building codes • International greenhouse design standards • Occupational health and safety requirements during installation		
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17. AWARDING THE PUBLIC CONTRACT

- 17.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 17.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

18. CONCLUDING THE CONTRACT

- 18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 18.3. The full public contract consists of the following documents:
- (a) These tender specifications and their annexes;
 - (b) The approved BAFO and all of its annexes;
 - (c) The letter/email notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 18.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Fidele KAMPAYANA, Aquaculture Expert - KWIHAZA Project**, email: fidele.kampayana@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the contractor. All correspondence or questions regarding the performance of the contract should be directed to him, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving works, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Contractors who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Contractors who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the contractor, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the 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.

6.2. Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority 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.

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. INSURANCE (ART. 24)

- 8.1. The contractor shall take out insurance policies covering liability for occupational accidents and third-party liability arising from the performance of this public contract. The contractor shall also obtain any other insurance policies required by the procurement documents.
- 8.2. Within **thirty days** from the conclusion of the contract, the contractor must, at the request of the contracting authority, provide evidence of these insurance policies by submitting a certificate that specifies the extent of the liability coverage required by the procurement documents.
- 8.3. At any time during the performance of this public contract, the contracting authority may request updated proof of insurance. the contractor must provide a certificate of insurance within fifteen days of receiving such a request from the contracting authority.

9. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

10. CONFORMITY OF PERFORMANCE (ART. 34)

The works must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

11. PLANS, DOCUMENTS AND OBJECTS PREPARED BY THE CONTRACTING AUTHORITY (ART. 35)

- 11.1. At the request of the contractor, the contracting authority shall provide, free of charge and, where possible, in digital form, a complete set of plans that served as the basis for awarding the contract. The contracting authority is responsible for ensuring that these copies conform to the original plans.
- 11.2. The contractor must retain all documents and correspondence related to the award and performance of the contract and make them available to the contracting authority until the final acceptance of the contract.

12. DETAILED PLANS AND WORK PLANS PREPARED BY THE CONTRACTOR (ART. 36)

- 12.1. The contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.
- 12.2. The procurement documents specify which plans require approval by the contracting authority. The contracting authority has 30 days to approve or reject the plans, starting from the date of their submission.

Any corrected documents must be resubmitted for approval, with the contracting authority having 15 days to review them, provided the corrections do not result from new demands made by the contracting authority.

- 12.3. This clause 12 also applies to the other documents and objects that the contractor prepares or produces to complete the contract.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

13. REPLACEMENT OF THE CONTRACTOR (ART. 38/3, °1)

13.1. Scope

The clause may be applied in case the contractor is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the “GIR”) or after taking an ex officio measure (art. 47 of the “GIR”).

13.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the “GIR”, the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the contractor already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new contractor.

13.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial contractor), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial contractor and compared to the original tender of the new contractor. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial contractor by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial contractor shall bear the additional costs.

14. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

15. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 15.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 15.2. 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 may be agreed.
- 15.3. When activities are suspended, based on this clause 15.3, the contractor is required to take all necessary precautions, at his expense, to protect the works already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 15.4. The contractor has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

- (c) The suspension occurs during the contract's performance period.

16. UNFORESEEABLE CIRCUMSTANCES

- 16.1. As a general rule, the contractor is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 16.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, and/or Enabel, constitutes an unforeseeable circumstance under this clause 16. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

17. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 17.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 17.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 17.3. In the event of an increase in charges, the contractor must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the contractor proves that he paid the charges at the old rate.

18. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 18.1. The contracting authority or the contractor who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the contractor should normally have known about them.
- 18.2. The contractor may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 18.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

19. MEANS OF CONTROL (ART. 82)

- 19.1. The contractor shall notify the contracting authority of the precise locations of works in progress on its site, in its workshops and factories, as well as on the premises of its subcontractors and suppliers.

19.2. Without prejudice to the technical inspection procedures to be carried out on-site, the contractor shall at all times grant the managing official and the representatives appointed by the contracting authority free access to the production sites for the purpose of monitoring the strict application of the contract, particularly regarding the origin and quality of the products.

19.3. Where the contracting authority supervises the place of manufacture, no delivery may, on pain of refusal, be dispatched to the construction site until it has been approved for dispatch by the representative of the contracting authority.

Where the products are manufactured under permanent control in a particular workshop, they may be dispatched without further inspection by the contracting authority.

19.4. Accepted products located on the construction site will remain there under the contractor's supervision. They may no longer be removed from the construction site without the consent of the contracting authority.

The contracting authority becomes the owner of the products brought for processing at the construction site as soon as they have been accepted for payment. However, the contractor shall remain responsible for these products until provisional acceptance of the contract.

19.5. The rejected products shall be removed from the construction site by the contractor within fifteen days following service of the refusal report. Otherwise, the removal shall be carried out by the contracting authority at the contractor's expense and risk.

Any use of rejected products shall result in the automatic refusal of acceptance of the contract.

SECTION (F) - PERFORMANCE MODALITIES

20. ORDER FORM

20.1. Performance of the public contract depends on the notification of the award letter.

20.2. The contract can only be performed after an award notification letter to that effect has been transmitted by the managing official(s) via e-mail.

21. PERFORMANCE PERIOD (ART. 76)

21.1. The contractor must complete the works within **2 (two) months**.

21.2. Performance shall start **from the day of the award notification letter**.

22. PROVISION OF LAND (ART. 77)

22.1. The works must be carried out at the following address:

Musanze Youth Centre, Musanze District, Northern Province, Rwanda GPS coordinates: Latitude -1.511263; Longitude 29.641109.

The land occupied by the works or structure shall be provided by the contracting authority to the contractor free of charge.

22.2. Outside that area, the contractor shall be responsible for all costs associated with land required for the installation of construction sites, storage of supplies, preparation and handling of materials, as well as land needed for the storage of soil, excavated material that is deemed unsuitable for reuse as landfill, demolition debris, general waste, and excess earth. The contracting authority wishes to provide the following lands, necessary for the performance of the contract, to the contractor:

The contractor shall be liable for any damage to private property, including land owned by adjoining landowners, occurring during the execution of the works or while storing materials.

- 22.3. Enclosing hoardings must not be used for advertising purposes. Only "Construction Site Information" may be displayed on the sites, and no other form of advertising is permitted.

23. LABOUR CONDITIONS (ART. 78)

- 23.1. All legal, regulatory, and contractual provisions related to general working conditions and health and safety in the workplace shall apply to all personnel on the contractor's site.
- 23.2. The contractor, along with any subcontractors at any stage and all personnel providers, is required to pay their respective personnel salaries, bonuses, and allowances in accordance with the rates established by law and collective agreements, including those set by company agreements.
- 23.3. The contractor shall maintain an up-to-date list of all personnel employed on the site, which must be available to the contracting authority at all times, at a location designated by the contracting authority. This list must be updated daily and include at least the following personal information:
- (a) Name;
 - (b) First name;
 - (c) Actual occupation per day on the construction site;
 - (d) Date of birth;
 - (e) Job title;
 - (f) Qualifications.

24. ORGANISATION OF THE CONSTRUCTION SITE (ART. 79)

- 24.1. The contractor shall comply with all 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.
- 24.2. During the performance of the works, the contractor shall be responsible for maintaining the security of the site throughout the duration of the works. In the interest of his own personnel, the representatives of the contracting authority, and third parties, the contractor must take all necessary measures to ensure their safety.
- 24.3. The 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 implement all required precautions, in accordance with best building practices and any special circumstances, to protect neighbouring properties and prevent any disturbances caused by his actions.
- 24.4. The contractor shall bear all costs and implement all necessary measures to clearly signal the construction and storage sites during the day, at night, and in foggy conditions, particularly in areas where vehicles and pedestrians circulate. The contractor must completely enclose his sites along temporary or permanent sidewalks, as well as along temporary or permanent traffic arteries. This enclosing and hoarding will also serve to protect the construction site from any outside intrusion during the construction period.
- 24.5. The contractor shall provide a purpose-made notification billboard for the construction site, with dimensions and design as specified by the contracting authority, prior to the commencement of works. The informative panel must be installed when construction work begins, along the public road, in a location to be determined by the contracting authority.

25. WORKS LOGBOOK (ART. 83)

- 25.1. Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.
- 25.2. Once the works have commenced, the contractor shall submit two copies of the works logbooks, containing all the required information, on a daily basis to the representatives of the contracting authority. This information includes:
- (a) Weather conditions;
 - (b) Interruptions to work caused by adverse weather conditions;
 - (c) Working hours;
 - (d) The number and capacity of workers employed on the site;
 - (e) Materials supplied;
 - (f) Equipment used and equipment out of service;
 - (g) Unforeseen events;
 - (h) Minor amendment orders;
 - (i) Attachments and quantities performed for each item and in each zone of the construction site. These attachments must accurately and comprehensively represent all work performed, including quantities, dimensions, and weights.
- 25.3. Failure to provide the above documents may result in the application of penalties.
- 25.4. If the contractor does not submit remarks by registered letter sent within 15 days of the disputed entry or detailed notes, they will be deemed to agree with the annotations made in the logbooks or detailed attachments.
- 25.5. If any observations are deemed unjustified, the contractor will be notified by registered letter.

26. LIABILITY OF THE CONTRACTOR (ART. 84)

- 26.1. The contractor shall be held liable for all works performed by him or his subcontractors until the final acceptance of all works.
- 26.2. During the warranty period, the contractor shall, as required, carry out all necessary works and repairs to restore the work to a good state of operation and maintain it in that state.
- 26.3. Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

SECTION (G) - MEANS OF ACTION

27. FAILURE OF PERFORMANCE (ART. 44)

- 27.1. The contractor shall be considered in breach of this public contract under the following circumstances:
- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 - (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

- (c) When the contractor fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the contractor either by registered post or e-mail (with proof of the exact dispatch date).

- 27.2. The contractor must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.
- 27.3. Any defects that can be attributed to the contractor may result in the application of one or more measures as provided in Articles 45 to 49, 86 and 87 of the "GIR".

28. PENALTIES (ART. 45)

- 28.1. Due to the significance of the works, the following penalties will be imposed automatically, without prior notice, for each breach, at a daily rate of **EUR 250** for every calendar day of non-performance:
- (a) Non-delivery of administrative and technical documents : This penalty applies if the contractor fails to deliver the required documents by the deadlines set during construction site meetings or by administrative order.;
 - (b) Absence from construction site or coordination meetings: A penalty will be imposed for every absence where the contractor has not attended or has not been validly represented at meetings they were required to attend.;
 - (c) Delay in executing observations or administrative orders of the contracting authority via the managing official: If observations, especially those from construction site visits (e.g., painting orders) or following acceptance, are not addressed by the deadlines set by the managing official, the contractor will incur a daily penalty until the issue is resolved.
- 28.2. In accordance with Article 44 § 2 of the "GIR", if a shortcoming is identified in relation to any of the above stipulations, the contracting authority may grant the contractor a period to address the shortcoming and inform the contracting authority of the repair either by registered post or e-mail (with proof of the exact dispatch date). In this case, the contractor will be notified of the repair deadline, along with the failure of performance report mentioned in Art. 44 § 2 of the "GIR".
- 28.3. If no deadline is specified in the registered letter or e-mail, the contractor must repair the shortcomings without further delay.

29. FINES FOR DELAY (ART. 46 AND 86)

- 29.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". 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 will be calculated using the formula in Article 86 § 1 of the "GIR".
- 29.2. If the works are not completed within the period specified in clause 21, a fine will be automatically applied for each working day of delay as follows:

$$R = 0.45 * ((M * n^2) / N^2)$$

Where:

- *R* = total fines for a delay of *n* working days;
- *M* = initial procurement value;
- *N* = initially specified number of working days for performance of the contract;

- n = number of working days of delay.

If M is less than **EUR 75.000** and N is no more than **150 working days**, N^2 will be replaced by **150 x 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 binding partial periods apply, failure to meet them will incur fines calculated in accordance with the formula referred to in Article 86 § 1 of the "GIR", in which the factors M and N refer to the total contract. For each partial period of P working days, the maximum fine will be:

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

- 29.3. Without prejudice to the application of these fines, the contractor shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

30. MEASURES AS OF RIGHT (ART. 47 AND 87)

- 30.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the contractor has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 30.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the contractor has explicitly acknowledged the identified shortcomings.

- 30.2. The measures as of right are:

- (a) 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;
- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) 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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

31. OTHER SANCTIONS (ART. 48)

Without prejudice to the sanctions outlined in these tender specifications, the contractor in default of performance may be excluded by the contracting authority from participating in its public contracts for a period of three years. The contractor will be given the opportunity to present a defence, and the contracting authority will notify the contractor of its reasoned decision.

32. PRICE OF THE CONTRACT IN CASE OF LATE PERFORMANCE (ARTICLE 94)

The price for the works performed during a delay attributable to the contractor will be calculated according to the method that is most advantageous to the contracting authority. The two options are:

- (a) By assigning to the constituent elements of the prices, contractually specified for revision, the values applicable during the period of delay in question; or
- (b) By assigning an average value (E) to each of the price elements, calculated as follows:

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

Where:

e₁, e₂, ..., e_n represent the successive values of the price element during the contractual period, which may be extended if the delay is not attributable to the contractor;

t₁, t₂, ..., t_n represent the corresponding periods for applying these values, expressed in months of 30 days. Fractions of a month and the duration of suspensions in the performance of this contract shall not be taken into account.

The average value E will be calculated to two decimal places.

SECTION (H) - END OF THE PUBLIC CONTRACT

33. ACCEPTANCE AND GUARANTEE OF THE WORKS PERFORMED (ART. 64-65 AND 91-92)

33.1. The managing official will closely follow up the works during their performance. The works will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

33.2. 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, 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.

33.3. If the work is completed by the specified completion date, and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up within fifteen days of the above-mentioned date.

If the work is completed before or after the specified date, the contractor must notify the managing official either by registered letter or e-mail showing the exact date of dispatch, and at the same time request provisional acceptance. Within fifteen days of the date on which the contractor's request is received and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up.

In any event, the contracting authority shall verify and pay the amount due to the contractor within the processing period referred to in Article 95, § 3 of the "GIR" (clause 34).

33.4. The warranty period will commence on the date provisional acceptance is granted and will last for **6 (six) months**.

33.5. Within **15 (Fifteen) calendar days** before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.

33.6. The contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.

33.7. During the warranty period, the contractor must carry out any necessary repairs to restore the work to a good state of operation and maintain it in this condition. However, after provisional

acceptance, the contractor will not be liable for damages the causes of which are not attributable to him.

If the contractor performs repairs or partial works during the warranty period, they must restore adjacent parts (e.g., paint, wallpaper, parquet flooring) if these have been damaged due to 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.

Throughout the warranty period, the contractor must carry out any required works and repairs to restore the work to a good state of operation and maintain it in that condition.

- 33.8. From the date of provisional acceptance, and without prejudice to the contractor's obligations during the warranty period, the contractor shall be responsible for the solidity and proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any failure by the contractor to meet obligations during the warranty period will be documented in a report ('procès-verbal') and may lead to measures as of right, in accordance with Article 44 of the "GIR".

34. INVOICING AND PAYMENT (ART. 66-72 AND 95)

- 34.1. The contracting authority shall verify and pay the amount due to the contractor within a processing period of thirty days from the date of receipt by the contracting authority of the statement of claim and the detailed statement of work carried out. However, payment can only be made on condition that the contracting authority is in possession of the duly established invoice.

- 34.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in EURO.

- 34.3. All invoices must be addressed to: **Enabel in Rwanda, KN 67 Street, Plot N° 10, SANLAM Towers, Wing A, 6th Floor. attention to fidele.kampayana@enabel.be cc rwa.invoices@enabel.be.**

The invoice must include:

- (a) A detailed description of the works justifying the payment;
- (b) A signature and date;
- (c) The statement: **"Certified true and sincere for the amount of EUR (amount in words)."**;
- (d) The reference **"RWA20001-10105"** and the name of the managing official (**"Fidele KAMPAYANA"**).

- 34.4. Payments will be made via bank transfer(s) only.

Payment will be made in accordance with the following arrangements:

Milestone	Activities	Deliverables	Payment Instalment
1. Inception	• Preparation of the detailed greenhouse design • Preparation of a detailed work plan and implementation schedule • Preparation of the material specifications and sourcing plan	• Inception report submitted and approved	10% of the total contract amount
2. Preliminaries and	• Procurement and transportation of all required materials to the site	• Delivery notes • Quality-control records	30% of the total contract amount

Milestone	Activities	Deliverables	Payment Instalment
Completion of Civil Works	• Setting out of the greenhouse footprint measuring 13 m × 13 m • Construction of foundations and installation of anchoring systems	• Reception report signed for approval	
3. Greenhouse Construction and Installation	• Full construction and installation of the greenhouse structural steel frame • Installation of the covering system, sidewalls and ventilation system • Installation of the roof-drainage system, doors and accessories	• Works completion report • Provisional acceptance report signed for approval	50% of the total contract amount
4. Warranty Period and Final Acceptance	• Provision of warranty support during the contractual warranty period • Correction of any defects or deficiencies identified during the warranty period	• All identified defects duly corrected • Final acceptance report signed for approval	10% of the total contract amount

35. ADVANCE PAYMENTS

35.1. Notwithstanding clause 34.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 20 per cent of the reference value may be granted to the contractor.

35.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

- (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
- (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

35.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

35.4. Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

35.5. The advance granted is charged to the amounts owed to the contractor, as follows: The first half of the advance payment shall be offset against the sums due to the contractor when the value of the works performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the contractor when the value of the works performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. GENERAL INTRODUCTION

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 the Grand Duchy of Luxembourg 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 through the development of value chains in the aquaculture, fisheries, and horticulture sectors.

The development of aquaculture faces several challenges that have significant impacts on its growth and sustainability, including environmental impact where aquaculture operations exert pressure on natural ecosystems through the release of excess nutrients, chemicals, and waste into surrounding water bodies. This can lead to water quality degradation, habitat destruction, and the transmission of diseases and parasites and the way to manage and mitigate these environmental impacts is a crucial challenge.

Technological advancements have become increasingly important for aquaculture development, such as the use of recirculating aquaculture systems (RAS), which allow for precise control over water quality and temperature and production increase at a limited farm scale. Some other innovations include genetic improvement, disease management, and integration with renewable energy sources.

Generally, aquaculture is an important and rapidly growing sector that contributes to food security, economic development, and sustainability. However, it requires responsible management and continued innovation to address environmental, social, and economic challenges. In this regard, Enabel which is implementing Kwihaza Project on behalf of Team Europe in partnership with service providers and Musanze Youth Centre (Owner) is establishing a small-scale and easy to replicate aquaponic system for demonstration purposes.

The project aims to showcase sustainable peri and urban smart agricultural practices combining aquaculture and hydroponics, targeting the skills development of youth and improving the local knowledge in aquaponic as well as contributing to the socio-economic growth.

2. Rationale

Integrated fish farming and vegetable production with a Recirculating Aquaculture System involves the cultivation of fish and vegetables in the same space, in a controlled environment with management. In this system, fish excrete nitrogen-rich waste (ammonia), which is toxic when accumulated at high concentrations and when channelled into the environment.

However, in an integrated system, this waste is channelled to the vegetable production area, where it serves as a nutrient source for vegetables in the fertigation system, which works as irrigation and fertilization at once, and plants assimilate nitrogen from ammonia breakdown and other salts and minerals from fish and feed wastes in the water effluent.

This cycle of nutrient exchange between fish and plants creates a sustainable, efficient use of resources, and the integration of fish farming and vegetable production allows for the simultaneous production of two valuable food sources in one space. In turn, this integration will intervene in environmental protection and management. The plants can receive optimal light, temperature, humidity, and carbon dioxide levels, resulting in faster growth, higher yields, and improved vegetable quality. This will lead to diversified income, as integrated fish farming and vegetable production offer farmers the opportunity to diversify their income sources.

They can sell both fish and vegetables, tapping into multiple markets and capitalizing on the high demand for fresh, sustainably produced food. This diversification can provide financial stability and resilience, reducing dependence on a single product. On the other hand, it will ensure environmental sustainability, as integrated

fish farming and vegetable production align with sustainable farming practices and the system reduces reliance on chemical fertilizers and pesticides, thereby minimizing environmental pollution. Furthermore, efficient use of space, water, and nutrients promotes resource conservation and reduces the farming operation's carbon footprint. This project will be implemented in Musanze Youth Center.

It is complementing and scaling up the urban agriculture project, which was piloted and demonstrated at Musanze Youth Center through capacity building of the youth, replicated at neighborhood schools, and found to have high potential to improve school feeding at the supported schools and the surrounding community.

As part of the detailed design process and site assessment undertaken for the Aquaponics Demonstration System at Musanze Youth Centre, a greenhouse structure covering the entire aquaponic system has been highlighted as an opportunity to further improve security, the performance, reliability, sustainability, and training value of the proposed facility. The greenhouse was considered a valuable addition that would improve environmental control, crop productivity, system resilience, security and protection of the valuable aquaponic setup.

The proposed greenhouse will provide:

- Protection from excessive rainfall and weather fluctuations,
- Improved growing conditions for tomatoes and leafy vegetables,
- Reduced pest and disease pressure through insect netting and controlled access,
- Improved consistency of crop production throughout the year,
- Security and better learning conditions for trainees,
- Enhanced long-term sustainability and scalability of the aquaponics system,
- A more professional demonstration facility aligned with commercial horticulture practices used within Rwanda.

2. DETAILED DESCRIPTION OF THE WORKS

2.1. NATURE AND SCOPE OF THE WORKS

The assignment consists of the **supply, delivery, installation, testing, commissioning, and handover of a greenhouse structure** to cover an existing aquaponics demonstration system at Musanze Youth Centre, Musanze District, Rwanda. The greenhouse shall cover a total footprint of approximately **13 m × 13 m (169 m²)** and protect an aquaponic production system of **12 m × 12 m**

Technical scope

To supply and install a greenhouse structure covering the entire aquaponic system area of 13m x 13 m that integrates fish farming and vegetable production using the Recirculating Aquaculture System (RAS) technology. Below is a photo showing a typical or similar finished greenhouse structure for visual reference only.

Here is an example of a typical / similar greenhouse structure to expect (for visualisation only):



Note: Interested bidders may also suggest a standard greenhouse layout to be delivered based on the specified size and space.

Geographical scope

Implementation location: Musanze Youth Centre, Musanze District, Northern Province, Rwanda

GPS coordinates: Latitude **-1.511263**; Longitude **29.641109**.

The contractor shall undertake all activities necessary for the complete execution of the works, including:

- Site verification and assessment.
- Preparation and submission of detailed greenhouse design and implementation methodology.
- Supply and transportation of all materials, equipment, tools, and accessories.
- Foundation excavation, anchoring, and reinforced concrete works.
- Fabrication and erection of the galvanized steel structural frame.
- Installation of greenhouse covering materials, sidewalls, insect-proof netting, and ventilation systems.
- Installation of roof drainage systems, gutters, downpipes, and a 10 m³ rainwater harvesting tank.
- Installation of access doors and ancillary accessories.
- Testing, commissioning, training of designated users, and final handover of the facility.

2.2. CONSTRUCTION METHODS AND TECHNIQUES

The contractor shall adopt proven construction methods and good engineering practices suitable for greenhouse infrastructure under Rwanda's climatic conditions. The implementation methodology shall include the following phases:

Phase 1: Inception and Design Review

- Site verification.
- Review of technical specifications.
- Preparation of detailed design and work plan.
- Validation by the Contracting Authority.

Phase 2: Procurement and Mobilization

- Procurement of approved materials and equipment.
- Mobilization of personnel and machinery.
- Material delivery and storage arrangements.

Phase 3: Construction and Installation

- Setting out and foundation works.
- Installation of structural steel frame.
- Installation of covering material and sidewalls.
- Installation of ventilation systems, doors, and drainage systems.
- Installation of rainwater harvesting facilities.

Phase 4: Testing and Commissioning

- Inspection of structural stability.
- Functional testing of ventilation and drainage systems.
- Rectification of defects, if any.

Phase 5: Training and Handover

- Training of users.
- Final inspection.
- Handover and acceptance of works.

2.3. EQUIPMENT AND MATERIAL REQUIRED

The technical specifications, dimensions, and bill of quantities were determined based on the suitability of the existing site for aquaponics, including easy access to the site, no major earthworks or retaining structures required, integration with the existing aquaponic system, and no major civil works outside the greenhouse footprint.

1. General description

The recommended greenhouse structure is designed to enclose and protect a **12 m × 12 m aquaponic production system**, with an overall greenhouse footprint of **13 m × 13 m (169 m²)** to allow for structural clearances, internal circulation, and operational access.

The structure shall be a **lightweight, durable, and corrosion-resistant steel-framed greenhouse**, covered with **UV-stabilised polyethylene (PE) film**, suitable for local climatic conditions.

2. Structural design requirements

2.1 Dimensions and layout

- External footprint: **13 m × 13 m (±2% tolerance)**
- Covered area: **169 m²**
- Internal clear span: Minimum **12 m × 12 m**
- Minimum sidewall height: **3.0 m**
- Ridge height range: **4.5–5.5 m** (depending on roof pitch)
- Roof slope: Minimum **20% (≈11°)** to facilitate rainwater runoff
- Layout shall allow:
 - Adequate ventilation
 - Access pathways around the aquaponics system
 - Space for maintenance and operations

2.2 Structural frame

- Material: **Hot-dip galvanized steel**

- Minimum coating specification: **≥275 g/m² zinc coating**
- Structural members:
 - Columns: Circular hollow sections (min. 60–90 mm diameter or equivalent)
 - Rafters/trusses: Galvanized steel tubing or formed profiles
 - Purlins and bracing: Light-gauge galvanized steel members
- Structural integrity:
 - Designed to withstand:
 - Wind speeds: **≥120 km/h**
 - Rain load typical of tropical heavy storms
- All joints:
 - Bolted connections preferred (high-tensile galvanized bolts)
 - Welded joints factory-treated with anti-corrosion coating

3. Cladding system

3.1 Covering material

- Material: **UV-stabilised polyethylene greenhouse film**
- Thickness: **180–220 microns**
- Properties:
 - UV protection (minimum 3–5 years lifespan)
 - High light transmission (≥85%)
 - Anti-drip/anti-condensation treatment
- Fixing system:
 - Aluminium locking profiles with wiggle wire
 - Secure anchoring to withstand wind uplift

3.2 Sidewalls

- Fixed sidewalls with manual operation roll-up ventilation system
- Insect-proof netting (Mesh size: **40–50 mesh**).

4. Roof and rainwater drainage

4.1 Roof design

- Shape: Gable roof; a triangular profile formed by two sloping sides that meet at a central ridge and adequate pitch to prevent water accumulation and reduce structural loading

4.2 Drainage system

- Integrated rainwater management system including:
 - Gutters along roof edges (PVC)
 - Downpipes positioned at corners
- Drainage capacity:
 - Designed for peak rainfall events
- Disposal:
 - Integration with a rainwater harvesting system (plastic tank of 10 m³) with direct discharge away from the foundation

5. Foundations and anchoring

- Foundation type:
 - Reinforced concrete footings for each column
- Typical footing size:
 - Minimum **400 mm × 400 mm × 600 mm deep** (subject to soil conditions)
- Anchoring:
 - Embedded anchor bolts or base plates
- Soil bearing capacity to be verified prior to installation

6. Fabrication requirements

- All structural components:
 - Factory prefabricated
 - Pre-drilled and pre-cut to minimize site work
- Quality control:
 - Compliance with relevant structural steel standards
- Surface protection:
 - Hot-dip galvanization after fabrication
 - No exposed untreated steel

7. Transport and logistics

- The supplier is responsible for:
 - Packaging and protection of components
 - Safe transport to site
- Materials delivered:
 - Complete and labeled for ease of assembly
- Handling:
 - Prevent damage to plastic covering and galvanized surfaces

8. Installation and erection

8.1 Installation scope

- Full installation by qualified personnel, including:
 - Foundation setting-out
 - Structural frame erection
 - Installation of covering material
 - Installation of the drainage system

8.2 Installation standards

- Alignment tolerances:
 - Vertical deviation ≤ 5 mm per meter height
- All bolts tightened to specification
- Covering installed wrinkle-free and securely tensioned

9. Accessories and additional features

- Two lockable access door(s), minimum width 1.2 m, for Entry and Exit separately.
- Ventilation openings (sidewalls and roof vents)
- Rainwater harvesting tanks (plastic tank of 10 m³)

10. Performance and durability

- Designed lifespan of the greenhouse:
 - Steel structure: **15–20 years**
 - Covering material: **3–5 years (replaceable)**
- Corrosion resistance suitable for humid environments
- Minimal maintenance requirements

11. Compliance and standards

The greenhouse shall comply with:

- Relevant national structural and building codes
- International greenhouse design standards
- Occupational health and safety requirements during installation

2.4. MATERIALS AND PRODUCTS

All materials shall be new, free from defects, and suitable for greenhouse applications.

Structural Components

- Hot-dip galvanized steel frame.

- Minimum zinc coating of 275 g/m².
- Circular hollow section columns of 60-90 mm diameter or equivalent.
- Galvanized steel rafters, trusses, purlins, and bracing members.
- Galvanized bolts, nuts, washers, anchor bolts, and base plates.

Greenhouse Covering

- UV-stabilized polyethylene greenhouse film.
- Thickness of 180-220 microns.
- Light transmission not less than 85%.
- Anti-drip and anti-condensation treatment.
- Expected lifespan of 3-5 years.

Ventilation System

- Manual roll-up sidewall ventilation system.
- Insect-proof netting with mesh size between 40 and 50 mesh.
- Civil Works Materials
- Reinforced concrete for foundations.
- Reinforcement steel bars.
- Cement, aggregates, and backfilling materials conforming to applicable standards.
- Drainage and Water Harvesting
- PVC gutters and fittings.
- PVC downpipes (110 mm diameter minimum).
- Plastic rainwater harvesting tank with a minimum capacity of 10 m³

Doors and Accessories

- Two lockable metallic access doors with minimum width of 1.2 metres each.
- Ventilation openings and associated fittings

Detailed BILL OF QUANTITIES (BOQ) FOR 13m × 13m GREENHOUSE STRUCTURE

Item No.	Description	Unit	Qty	Remarks
1.	Preliminaries and General:			
1.1	Site establishment, mobilization, and demobilization	L.S.	1	Includes qualified personnel, tools, supervision
1.2	Setting out of greenhouse footprint (13m × 13m)	L.S.	1	Alignment and levels
2.	Civil Works (Foundations & Anchoring)			
2.1	Excavation for column footings	m ³	10	Approx. 16 pits
2.2	Reinforced concrete footings (400×400×600 mm typical)	m ³	2.0	Final number depends on design
2.3	Reinforcement steel for footings	kg	150	Estimated
2.4	Anchor bolts and base plates	No.	16	Galvanized
2.5	Backfilling and compaction	m ³	5.0	After installation
3	Structural steel frame			
3.1	Supply of galvanized steel columns	No.	16	60–90 mm sections
3.2	Roof trusses/rafters fabrication and supply	L.S.	1	Full roof system
3.3	Purlins and bracing members	L.S.	1	Includes diagonal bracing
3.4	Steel connection accessories (bolts, nuts, washers)	L.S.	1	Galvanized
4	Greenhouse covering system			
4.1	UV-stabilized polyethylene film (180-220 micron typical)	m ²	400	Includes overlaps
4.2	Fixing system (aluminium profiles + wiggle wire)	m	220	Perimeter + roof
5	Ventilation and Sidewalls			
5.1	Insect-proof netting (40–50 mesh)	m ²	80	Sidewalls
5.2	Roll-up side ventilation system	m	40	Manual system
5.3	Sidewall support framing	L.S.	1	Galvanized steel columns or aluminium
5.4	Installation of ventilation system	L.S.	1	Complete installation
6	Roof Drainage System			
6.1	Roof gutters (PVC or galvanized)	m	52	Perimeter (13×4)
6.2	Downpipes (110 mm diameter, PN10)	No.	4	At corners
6.3	Gutter brackets and fittings	L.S.	1	Accessories included
7	Doors and Additional accessories			

7.1	Doors installation for main Entrance and Exit (1.2 m wide, metal frame)	No.	2	Lockable
7.2	Supply and install a 10m3 PVC water tank for rainwater storage (including base construction and all plumbing accessories)	No.	1	Connected to the roof gutter

3. SPECIFIC REQUIREMENTS

3.1. STANDARDS AND REGULATIONS

The contractor shall comply with all applicable laws, regulations, codes, and standards, including but not limited to:

- Relevant Rwandan building and construction regulations.
- Applicable structural design and steel fabrication standards.
- International greenhouse design and construction standards.
- Occupational Health and Safety (OHS) requirements.
- Environmental protection regulations applicable to construction activities.
- Manufacturer recommendations for installation of greenhouse materials and systems.
- Quality assurance requirements for galvanized steel structures and polyethylene greenhouse coverings

3.2. ENVIRONMENTAL AND SAFETY REQUIREMENTS

The contractor shall:

- Implement appropriate measures to protect workers, visitors, and nearby facilities.
- Provide and enforce the use of Personal Protective Equipment (PPE).
- Keep the worksite clean, organized, and free from unnecessary hazards.
- Prevent environmental contamination from construction activities.
- Ensure proper management and disposal of construction waste.
- Avoid damage to existing aquaponic facilities and surrounding infrastructure.
- Secure construction materials against theft, vandalism, and weather damage.
- Minimize noise, dust, and disturbance to site users.
- Immediately address unsafe conditions and incidents occurring on site.

3.3. RESPONSIBILITIES

Responsibilities of the Service Provider

The contractor shall:

- Execute the assignment in accordance with the contract and approved design.
- Provide all labour, materials, equipment, transportation, and supervision.
- Ensure compliance with applicable quality and safety standards.
- Protect persons, property, and the environment during implementation.
- Maintain insurance and statutory obligations where applicable.
- Submit reports and deliverables on time.

- Correct any deficiencies identified during inspections.
- Respect the project implementation schedule.

Responsibilities of Enabel (Contracting Authority)

Enabel shall:

- Provide access to the project site.
- Facilitate coordination with Musanze Youth Centre.
- Review and approve submitted documents.
- Monitor implementation progress.
- Organize inspections and acceptance procedures.
- Process contractual payments in accordance with the contract provisions.
- Provide existing technical information relevant to the assignment.

4. CONDITIONS FOR CARRYING OUT THE WORK

4.1. TASKS TO BE CARRIED OUT

The selected contractor shall be responsible for carrying out all activities necessary for the successful supply, installation, testing, and handover of the greenhouse structure at Musanze Youth Center. The tasks shall include, but not be limited to, the following:

1. Conduct a site assessment and verify site conditions before commencement of work.
2. Prepare and submit the detailed greenhouse design, structural drawings, implementation methodology, and work plan for approval.
3. Procure, transport, and deliver all materials, equipment, tools, and accessories required for the greenhouse construction.
4. Set out the greenhouse footprint and carry out all required foundation and anchoring works.
5. Fabricate and install the structural steel frame in accordance with the approved design.
6. Supply and install the greenhouse covering system, sidewalls, insect-proof netting, and ventilation systems.
7. Supply and install the roof drainage system, gutters, downpipes, and rainwater harvesting tank.
8. Supply and install all doors, accessories, and ancillary components specified in the contract.
9. Supply and install a 10m³ PVC water tank for rainwater storage (including base construction and all plumbing accessories)
10. Conduct testing and quality verification of all installed components.
11. Rectify any defects identified during inspection and acceptance.
12. Train designated beneficiaries or facility managers on basic operation and maintenance of the greenhouse.
13. Prepare and submit all required reports and handover documentation.

4.2. PLANNING AND DEADLINES

The contractor shall prepare and submit a detailed work plan within the inception phase showing all activities, resources, milestones, and implementation schedules.

The works shall be completed within a maximum period of two (2) months (60 calendar days) from contract commencement. Indicative durations include:

Deliverable	Key Activities	Indicative Duration	Indicative Timeline
Inception report	<u>Inception and design review:</u> Site assessment and verification, detailed greenhouse design, implementation methodology, work plan, material specifications and sourcing plan, submission and approval of inception report	7 days	Week 1
Preliminaries and Civil Works Completion report	Mobilization, procurement and transportation of materials, setting out of greenhouse footprint, excavation, foundation works, anchoring works, quality inspections and reporting	15 days	Weeks 2–3
Greenhouse System Construction & Installation report	Installation of structural steel frame, greenhouse cladding, sidewalls, insect-proof netting, ventilation systems, doors, gutters, downpipes, rainwater harvesting tank and associated accessories	30 days	Weeks 4–7
Commissioning, Testing and Handover report	Quality inspection, functionality testing, correction of defects (if any), cleaning of site, user orientation/training, submission of handover documents, provisional acceptance and handover	8 days	Week 8
The maximum estimated duration		60 calendar days	8 weeks

4.3. QUALITY AND CONTROL

The contractor shall establish and maintain an effective quality control system throughout the execution of the works.

Quality control measures shall include:

- Verification of material compliance before installation.
- Inspection of foundations, anchoring works, and structural assembly.
- Verification of galvanization quality and corrosion protection.
- Alignment and dimensional checks during erection.
- Inspection of cladding installation, tensioning, and ventilation systems.
- Inspection of rainwater harvesting and drainage systems.
- Submission of material certificates and inspection records.
- Regular progress reporting and quality assurance documentation.

The Contracting Authority reserves the right to inspect the works and reject any materials or workmanship that do not comply with the contract requirements.

4.4. ACCEPTANCE AND TESTING

Acceptance shall be carried out in two stages: Provisional Acceptance and Final Acceptance.

Provisional Acceptance

Upon completion of the works, the Contractor shall request a provisional acceptance inspection. Provisional Acceptance shall be granted after verification of:

- Compliance of the greenhouse with the approved design and technical specifications.
- Completion of all construction, installation, and commissioning activities.
- Structural stability and integrity of the greenhouse.
- Proper functioning of the ventilation, drainage, and rainwater harvesting systems.
- Successful completion of all required tests and inspections.
- Rectification of defects and punch-list items identified during inspections.
- Completion of user training and handover of the facility.
- Submission of completion reports, operation and maintenance instructions, and handover documentation.

Testing

The contractor shall perform and document:

- Structural inspections.
- Ventilation functionality tests.
- Drainage and rainwater flow tests.
- Door operation and locking system tests.
- Overall operational performance checks.

Final acceptance shall be issued after:

- Expiry of the six (6) month warranty period.
- Confirmation that all defects notified during the warranty period have been satisfactorily corrected.
- Fulfilment of all contractual obligations by the Contractor

4.5. EXPECTED RESULT TO BE ACHIEVED

The assignment shall achieve the following results:

- A fully functional and professionally installed greenhouse covering the aquaponics demonstration system at Musanze Youth Center.
- A greenhouse structure that complies with all technical specifications contained in the ToR.
- An operational rainwater harvesting and drainage system connected to the greenhouse.
- Improved environmental protection and growing conditions for the aquaponics demonstration facility.
- Enhanced training and demonstration capacity for youth involved in aquaponics and urban agriculture initiatives.
- A durable and safe greenhouse infrastructure suitable for long-term use and replication.
- Transfer of basic operational and maintenance knowledge to the facility management team.
- The tenderer must provide a description of the part of the contract that the contractor may wish to subcontract.

6 SELECTION FILE

1. MINIMUM REQUIRED QUALIFICATIONS FOR THE COMPANY

The following minimum requirements will be assessed during the selection stage. Bidders must demonstrate compliance with all the criteria below:

1. LEGAL REGISTRATION

The bidder must be a **legally registered company** for at least **three (3) years**

Proven by a copy of a valid company registration certificate issued by a competent authority.

2. RELEVANT EXPERIENCE

The bidder must demonstrate **at least two (2) similar projects** performed in terms of nature, volume, and complexity. Similar projects shall mean the supply and installation of agricultural greenhouses, protected cultivation structures, horticultural infrastructure, aquaponics facilities, aquaculture facilities, or comparable steel-framed agricultural structures with a contract value of at least EUR 5,000 completed within the last five years.

Proven by certificates of satisfactory completion or other references considered acceptable by the Contracting authority.

2. KEY STAFF PROFILE AND EXPERIENCE

The Tenderer shall mobilize a team comprising, at a minimum, one (1) Project Manager/Team Leader, one (1) Civil Works Technician, and one (1) Skilled Greenhouse Technician. The proposed personnel shall meet the minimum qualification and experience requirements specified below.

CV and copy of diploma and certification to be provided

The Contracting Authority reserves the right to request supporting documents and verify the qualifications, professional experience, and availability of the proposed personnel at any stage of the procurement process or during contract implementation.

➤ Project Manager / Team Leader

- Hold at least a **Bachelor's Degree** in Civil Engineering, Agricultural Engineering, Construction Engineering, Structural Engineering, Project Management, or other relevant related field.
- Have a minimum of **five (5) years of general professional experience** in civil or structural engineering.
- Have successfully supervised or managed **at least two (2) greenhouse, agricultural infrastructure, or light steel structure projects of comparable complexity**. Experience in reinforced concrete foundations and steel structures is required.
- Have experience in project planning, implementation supervision, quality control, and reporting in at least **two (2) completed projects as a Team Leader or Project Manager, or similar position**.
- Registered with the relevant professional engineering body.

➤ **Civil Works Technician**

- Hold at least a **Diploma (A1) or Advanced Diploma** in Civil Engineering, Construction Technology, Building Technology, or other relevant related fields.
- Have a minimum of **three (3) years of professional experience** in civil works and construction projects.
- Have participated in at least **two (2) completed projects** involving excavation works, reinforced concrete foundations, anchoring works, or structural installations.

➤ **Skilled Greenhouse Technician**

- Hold at least a **Degree, Diploma, Technical Certificate, or equivalent academic or vocational qualification** in Agricultural Engineering, Greenhouse Technology, Horticulture, Irrigation Technology, Agricultural Mechanization, Mechanical Engineering, Metal Fabrication and Welding, Civil Engineering, or another closely related technical field. Higher qualifications, such as a Diploma (A1) or bachelor's degree in the aforementioned disciplines, shall also be accepted, provided the candidate demonstrates practical experience in greenhouse installation and construction.
- Have a minimum of **three (3) years of professional experience** in greenhouse construction or installation of similar steel-framed agricultural structures.
- Have participated in at least **two (2) completed greenhouse installation projects** or comparable agricultural infrastructure projects.
- Have demonstrated experience in the installation of greenhouse frames, polyethylene covering systems, insect-proof netting, ventilation systems, and rainwater harvesting components in at least **two (2) completed projects**.

7 FORMS

1. IDENTIFICATION FORM

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

Identification form Public actor - entity

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. FINANCIAL 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	

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

DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)

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

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

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

3. TENDER FORM - PRICES

The 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.

Item	Type	Unit	Quantity	Unit price	Total price	VAT
Site establishment, mobilization, and demobilization	Lump-sum price	/	/	/	€	%
Setting out of greenhouse footprint (13m x 13m)	Lump-sum price	/	/	/	€	%
Excavation for column footings	Unit price	m ³	10	€	€	%
Reinforced concrete footings (400×400×600 mm typical)	Unit price	m ³	2	€	€	%
Reinforcement steel for footings	Unit price	kg	150	€	€	%
Anchor bolts and base plates	Unit price	No.	16	€	€	%
Backfilling and compaction	Unit price	m ³	5	€	€	%
Supply of galvanized steel columns	Unit price	No	16	€	€	%
Roof trusses/rafters fabrication and supply	Lump-sum price	/	/	/	€	%
Purlins and bracing members	Lump-sum price	/	/	/	€	%
Steel connection accessories (bolts, nuts, washers)	Lump-sum price	/	/	/	€	%
UV-stabilized polyethylene film (180-220 micron typical)	Unit price	m ²	400	€	€	%

Item	Type	Unit	Quantity	Unit price	Total price	VAT
Fixing system (aluminium profiles + wiggle wire)	Unit price	m	220	€	€	%
Insect-proof netting (40–50 mesh)	Unit price	m ²	80	€	€	%
Roll-up side ventilation system	Unit price	m	40	€	€	%
Sidewall support framing	Lump-sum price	/	/	/	€	%
Installation of ventilation system	Lump-sum price	/	/	/	€	%
Roof gutters (PVC or galvanized)	Unit price	m	52	€	€	%
Downpipes (110 mm diameter, PN10)	Unit price	No.	4	€	€	%
Gutter brackets and fittings	Lump-sum price	/	/	/	€	%
Doors installation for main Entrance and Exit (1.2 m wide, metal frame)	Unit price	No.	2	€	€	%
Supply and install a 10m ³ PVC water tank for rainwater storage (including base construction and all plumbing accessories)	Unit price	No	1	€	€	%
Total price VAT excluded					€	
Total price VAT included (18%)					€	

Should the bidder be registered in Rwanda, EBM invoice will be required for payments.

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.

Done at:
Date:
By (Name of entity):
Represented by (Full name):
Signature of authorised representative:

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:

8 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. LEGAL IDENTIFICATION FORMS – SECTION 7 ART. 1
2. FINANCIAL IDENTIFICATION FORM – SECTION 7 ART. 2
3. COMPANY PROFILE WITH REQUIRED DOCUMENTS – SECTION 6 ART 1
4. KEY STAFF PROFILE WITH REQUIRED DOCUMENTS – SECTION 6 ART 2
5. TECHNICAL OFFER – SECTION 3 ART 16.3
6. TENDER FORM PRICES – SECTION 7 ART. 3
7. DECLARATION ON HONOUR – EXCLUSION CRITERIA – SECTION 7 ART. 4
8. POWER OF ATTORNEY

The Tenderer shall include in his tender the power of attorney empowering the person signing the bid on behalf of the company, joint venture or consortium. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.
9. CRIMINAL RECORD CERTIFICATE FOR THE PERSON MANDATED TO COMMIT FOR THE FIRM
10. CERTIFICATION OF CLEARANCE WITH REGARDS TO THE PAYMENTS OF SOCIAL SECURITY CONTRIBUTIONS

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

11. TAX CLEARANCE CERTIFICATE

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