



Tender Specifications Enabel

RWA20001-10036 of May 2024

**Public Works contract for
“Tilapia Hatchery construction
works for UR - Fish Farming and
Research Station (UR-FFRS)”**

Country: RWANDA

Navision code: RWA2000111

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1 Administrative and contractual provisions

1. General remarks

1.1. Derogations from the Royal Decree of 14 January 2013

Chapter 1.4. of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

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

1.2. Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, Enabel is represented by **Mr. Dirk DEPRez, Resident Representative of Enabel RWANDA** who is mandated under the mandate structure to award the public contract (and hence to sign the 'reasoned decision' on the basis of an evaluation report and to sign the notification letters).

1.3. Institutional framework of Enabel

The general framework of reference in which ENABEL operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C.

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

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

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n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

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

1.4. Rules governing the public contract

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

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

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

1.5. Definitions

The following definitions apply to this contract:

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

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

⁶ Belgian Official Gazette of 21 June 2013.

- The contracting authority: Enabel, represented by the Resident Representative of Enabel in Rwanda;
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted; Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Summary bill of quantities: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;
- Litigation: Court action;

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

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

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

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

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

1.6. Processing of personal data and Confidentiality

1.6.1. Processing of personal data

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

1.6.2. Confidentiality

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

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

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

1.7. Deontological obligations

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

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

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

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

or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

1.8. Applicable law and competent courts

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

The parties commit to sincerely perform their engagements to ensure the good performance of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

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

See also point 4.14 'Claims and requests' (Article 73 of the Royal Decree of 14 January 2013).

2. Subject-matter and scope of the public contract

2.1. Type of contract

This contract is a public works contract, having as its subject-matter:

The realisation, by whatever means, of works corresponding to the requirements specified by the contracting authority which exercises decisive influence on its nature or design;

2.2. Subject-matter of procurement

This public contract consists in “**Tilapia Hatchery construction works for University of Rwanda - Fish Farming and Research Station (UR-FFRS)**”, in conformity with the conditions of these Tender Specifications.

For the specifications of works/BoQ and design: see the point 5 and 6 of the tender specifications.

2.3. Lots

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

The public contract has only one lot of which is indivisible. A tender for part of a lot is inadmissible.

2.4. Items

This public contract consists of the items specified in the BoQ (**See also the point 6.4) of the tender specification**)

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

2.5. Duration of the public contract⁷

The contract starts upon award notification and has an **overall duration of maximum of 6 calendar months**.

2.6. Variants

Variants are not permitted.

2.7. Options

(Article 2, 54° Law of 17 June 2016)

Options are not applicable.

2.8. Quantities

(Art. 57 of the Law)

Fixed blocks / conditional blocks. Where the contracting authority demonstrates the necessity thereof, it may package a contract in one or more fixed blocks and in one or more conditional blocks.

Contract conclusion pertains to the whole of the public contract but only binds the contracting authority **for the fixed block(s)**. (See the bill of quantity on **point 6.4** of the tender specifications)

The performance of each conditional block depends on a decision by the contracting authority of which the contractor is notified in accordance with the modalities given in the procurement documents.

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

3.1. Award procedure

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

3.2. Publication

3.2.1. Enabel publication

These Tender Specifications are posted on the website of Enabel (www.enabel.be) **Up to 12/06/2024**. Such publication constitutes an invitation to tender.

3.3. Information

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

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 3/06/2024 inclusive (10 days before the deadline for submission of bids), candidate/tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to:

Françoise MUSHIMIYIMANA, (francoise.mushimiyimana@enabel.be),

with copy to

Fidele KAMPAYANA (fidele.kampayana@enabel.be)

and

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

They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above **at the latest 7 days before the deadline** for submission of bids.

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

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

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

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

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

3.4. Tender

3.4.1. Data to be included in the tender

The tenderer must use the tender form in annexe (**see point 6 “Forms”**). In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

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

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

3.4.2. Period the tender is valid

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

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

3.4.3. Determination, components and price adjustments

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

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

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

3.4.4. Elements included in the price

(Art. 32 §3 Royal Decree of 18 April 2017)

The tenderer is to include in the unit and global prices of the works contract all costs, measures and charges generally inherent to the performance of the contract, **including value-added tax**.

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

- 1° Where applicable, the measures imposed by occupational safety and worker health legislation;
- 2° All the works and supplies, such as bracing, sheet piling and drainage, necessary to prevent landslips and other damage and to remedy these if necessary;
- 3° The perfect preservation, possible shift and redeployment of cables and pipes which might be encountered during excavation, earthworks and dredging, provided that these achievements are not the legal responsibility of the owners of such cables and pipes;

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

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

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

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

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

7° Customs and excise duties;

8° Acceptance costs

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

3.4.5. How to submit tenders?

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

The tenderer submits his tender as follows:

The tender will be drawn up in 3 copies, one of them being the original and two copies.

A soft Copies (exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick. Bidders who do not submit the required copies (hard and the soft copies), might be rejected.

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

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

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: **“TENDER”**, the tender documents number **RWA20001-10036** and the Navision code **RWA200111**).

The tender must be received **before 12th June 2024 at 4:00 pm Kigali time**. It must be sent to:

**The Attention of Françoise MUSHIMIYIMANA
National ECA - Enabel Rwanda
Belgian development agency
KN 67 Street, plot N° 10**

SORAS Towers, Wing A, 6th Floor
Opposite St Michel Catholic Church
B.P. 6089 KIYOVU

It may be submitted:

- a) Either By post mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

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

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

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

Notice:

A compulsory site visit is scheduled on 28th May 2024 at 11:00 Am Kigali Time

A compulsory site visit will held at the following address:

UR Rwasave Fish Farm
Rwasave swamp,
approximately 3 km from UR-Huye campus
between Huye and Gisagara Districts.

Contact person: Dr RUKERATABARO Simon, Tel: 0788450031
Mr. Rashidi Mwimba, Tel: 0783182724
Mr. Fidele KAMPAYANA. TEL 0788761327

Bidders who do not attend the site visit might be rejected from the tendering process.

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

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

To change or withdraw a tender already sent or submitted a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be given in detail. Any withdrawal must be unconditional.

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

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

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

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

The withdrawal must be pure and simple.

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

3.4.7. Selection of tenderers

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

3.4.7.1. Exclusion grounds

Articles 52 and 67-70 of the Law; Article 51 of the Royal Decree of 18 April 2017

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

By signing the declaration on honor – exclusion ground form (see point 6.3 of the TD), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 69 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

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

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

3.4.7.2. Selection criteria

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

Moreover, by means of the documents requested in the '**Selection file**', the tenderer must prove that he is sufficiently capable, from **an economic and financial** as well as from a technical viewpoint, to successfully perform this public contract. Only bidders who responds positively to all of the technical specifications and other technical requirements will be selected **on the technical point of view**. The minimum technical requirements **on point 5.5 of the TD** will also be used for the selection stage.

3.4.7.3. Overview of the procedure

*Text valid in case **several award criteria** are given in the Tender Specifications.*

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. **Maximum 3 tenderers** may be included in the shortlist.

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

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

3.4.8. Award criteria

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

Criteria 1: Award on the basis of the Price: 70%.

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

$$\text{Score bid A} = \frac{\text{amount of lowest tender} * 70}{\text{Amount of bid A}}$$

Criteria 2: Quality /technical value: 15%.

- Any bid with missing information on some of the required technical specifications will be considered as irregular proposal.
- Any bid slightly deviating negatively from the minimum requirements will lose one point (deviation which cannot have negative impact on the usage of the material), a cumulation of more than 5 deviations will lead to irregularity of the proposal,
- The bid complying with the minimum requirements will score at 10%
- The bid with the best technical proposal (distancing positively from the minimum requirements) will get 1 extra point to each best criterion, up to max 5 points

Criteria 3: performance/delivery period : 5%.

Criteria 4: Warranty period : 10%.

The tenderers are requested to complete the table which is presented on point 5.12 – detailed technical specifications, to commit to all of the required descriptions:

Final score

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

3.4.9. Awarding the public contract

Articles 41 and 81 of the Law

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

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

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

3.4.10. Concluding the public contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post. .

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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

4. Specific contractual and administrative conditions

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

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

4.1. Definitions (Art. 2)

The following definitions apply to this contract:

- Managing official: The official or any other person who manages and controls the performance of the public contract;
- Performance bond: Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after acceptance of performance;
- Advance: Payment of part of the contract before acceptance of performance;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract;

4.2. Usage of digital means (Art. 10)

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

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

4.3. Managing official (Art. 11)

The management and control of contract performance are entrusted to **Fidele KAMPAYANA, national aquaculture expert, e-mail: fidele.kampayana@enabel.be**

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

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

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

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

4.4. Subcontractors (Art. 12 to 15)

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

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

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

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

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.5. Confidentiality (Art. 18)

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

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

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

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

Therefore, he undertakes to:

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

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

4.6. Personal data protection

4.6.1. Processing of personal data by the contracting authority

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

4.6.2. Processing of personal data by the subcontractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation, the following provisions apply.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex 6.15.2.

4.7. Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

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

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

4.8. Insurance (Art. 24)

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

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

§ 2. Within thirty days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

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

4.9. Performance bond (Art. 25 to 33)

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

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

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

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

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

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcck@minfin.fed.be

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

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

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

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

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

2° a debit notice issued by the credit institution or

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

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

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

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

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

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

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

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

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

4.10. Conformity of performance (Art. 34)

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

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

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

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

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

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

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

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

4.11.1. Construction planning

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

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

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

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

4.11.2. Master plan

The building contractor undertakes to deliver a master plan to be approved by the contracting authority and its advisors within 5 calendar days following notification of contract conclusion.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The master plan will be updated at least every month and must be consistent with the construction planning. It will be aligned with the construction planning and will be based on the same document.

The contractor will be sole manager of the planning of all activities required to perform this contract.

In particular he plans:

- Set dates for delivering implementation plans that he needs,
- The placing of orders to his suppliers and subcontractors,
- The presentation in due time of samples and technical forms of products submitted for preliminary technical acceptance,
- Measuring the works and the workshop manufacture period,
- Indication of deadline dates for decisions to be taken by the contracting authority,
- Indication of deadline dates for the conclusion of modifications to orders being elaborated,
- Indication of deadline dates for the achievement of works performed by other enterprises,
- Registration, in due time, of the measurements of the works,
- etc.

4.11.3. Performance documents

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

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

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

- Plan of special techniques

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

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

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

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

Establishment of "As Built" plans

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

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

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

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

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

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

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

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

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

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

For this contract, price revisions are not permitted.

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

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

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

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

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

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

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

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

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

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

Setting unit or global prices – Calculation of the price

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

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

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

Setting unit or global prices – Procedure to follow

The building contractor submits his proposal for the execution of the complementary achievements or his new prices within 10 calendar days from the request of the managing official (unless the latter has specified a shorter deadline) and before executing the works considered. This proposal is submitted on

the basis of a standard form that will be provided by the managing official and will come with all necessary annexes and justifications.

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

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

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

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

Unforeseeable circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

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

4.13. Control and supervision of the public contract

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

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

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

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

4.13.2. Technical acceptance procedures (Art. 41)

Concerning technical acceptance, it is necessary to distinguish between:

- 1° Preliminary technical acceptance within the meaning of Article 42;
- 2° Ex post technical acceptance within the meaning of Article 43.

The contracting authority may waive all or part of the technical acceptance procedures where the contractor can prove that the products have been controlled by an independent body during their

production, in accordance with the specifications of the procurement documents. In this respect, any other certification procedure in force in a Member State of the European Union is regarded as comparable to the Belgian conformity certification procedure and deemed equivalent.

4.13.2.1. Preliminary technical acceptance (Art. 42)

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

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

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

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

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

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

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

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

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

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

In any case, the costs include:

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

4.13.2.2. Ex post technical acceptance (Art. 43)

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

4.14. Performance period (Art. 76)

The building contractor is to complete the works within **a period of 6 calendar months** as of one day after the reception of the award notification letter .

The above-mentioned deadlines are mandatorily applicable.

4.15. Provision of land (Art. 77)

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

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

The enclosing hoardings may not be used for advertising.

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

4.16. Labour conditions (Art. 78)

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

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

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

This list contains at least the following personal information:

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

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

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

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

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

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

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

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

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

4.18. Means of control (Art. 82)

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

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

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

4.19. Works logbook (Art. 83)

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

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

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

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

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

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

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

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

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

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

4.21. Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

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

4.23. Failure of performance (Art. 44)

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

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

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

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

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

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter or equivalent addressed to the contracting authority within fifteen days from the date of dispatch

of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

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

4.23.1. Penalties (Art. 45)

Special penalties

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

- Non-delivery of administrative and technical documents such as construction plans & designs: because not having delivered the documents listed by the time set during construction site meetings or by administrative order.
- Absence from construction site meetings or coordination meetings: For every absence a penalty will be imposed to the building contractor who has not attended or has not been validly represented at meetings which he was supposed to attend.
- Delay in executing observations or administrative orders of the contracting authority's via the managing official: Where the lists of observations result from construction site visits, in particular for painting orders, or upon acceptance, have not been fulfilled by the time set by the managing official, the contractor will be penalised per calendar day of delay until performance is effectively carried out.
- Change of one of the key staff members without prior agreement of the contracting authority: A lump sum penalty is applied per day of default, ending when, either the managing official obtains the approval of the contracting authority for the new member's being put in place, or the replaced member is re-established in its duties, or both parties agree about a new person as a replacement that is jointly accepted. When the penalties are applied, these may in no case be recuperated retrospectively, even where agreement is found.

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

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

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

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

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

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

In case the works being the subject-matter of these Tender Specifications were not completed within the period set in point 1.4.18, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

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

where,

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

M = the initial value of procurement;

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

n = the number of working days of delay.

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

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

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

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

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

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

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

The measures as of right are:

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

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

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

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

4.24.1. Other sanctions (Art. 48)

Without prejudice to the sanctions provided in these Tender Specifications, the contractor defaulting on performance may be excluded by the contracting authority from its public contracts for a three-year

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period. The contractor in question will be given the opportunity to present a defence and the reasoned decision will be notified to him.

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

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

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

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

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the works, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the building contractor.

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

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

The warranty period commences on the date on which provisional acceptance is given and last for minimum one year or a better period provided by the bidder in his proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

where,

e1, e2, ... en, represent the successive values of the element in question during the contractual period, which may be extended insofar as the delay is not attributable to the building contractor;

t1, t2, ... tn, represent the corresponding periods for applying these values, expressed in months of 30 days, each fraction of a month being ignored and the periods of suspension of performance of the contract not being taken into consideration.

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

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

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

The invoice shows the full details of the works that justify the payment. The invoice will be signed and dated, and will include the statement: 'Certified true and sincere for the amount of EUR ... (Amount in words).' and the reference **RWA20001-10036** as well as the name of the managing official (**KAMPAYANA Fidele, National aquaculture expert, e-mail: fidele.kampayana@enabel.be**).

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

The invoice address is:

Payment will be made in progress payments, as follows:

N° of instalment	Description of the milestones	Amount to be paid
1 st instalment	Upon approval of 20% of the total works to be executed	20% of the total contract amount

2nd instalment	Upon approval of 60% of the total works to be executed	40% of the total contract amount
3rd and final instalment	Upon approval of 100% of the total works to be executed	40% of the total contract amount

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

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

Mind: It should be understood that no advance payments may be requested and payment will be made only after performance and acceptance.

Payment will be by bank transfer only.

4.28. Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel

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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5. Technical specifications

5.1. Background

Belgian Development Agency (Enabel) is implementing a European Union (EU) and Luxembourg Development cooperation agency (LuxDev) funded project, “Transformation towards sustainable food systems-Kwihaza” for the period 2023-2026. The objective of the project is to contribute to the transition towards socio-economically and environmentally inclusive food systems with the development of the value chains in the aquaculture, fisheries, and the horticulture sector.

Enabel working with the University of Rwanda identified Rwasave Fish Farming and Research Station (UR-FFRS) as a knowledge and research dissemination centre. This was based on their ability to produce and contribute to the overall goal of increasing production of fish in Rwanda. Specifically, the outcomes of the works with UR-RFFRS align to Result Area 1 of Kwihaza project, i.e. ensuring that capacities of cooperatives or smallholder producer organisations, active in the aquaculture or fisheries value chains are enhanced to efficiently improve quality and quantity of produce, minimise post-harvest losses through transformation of part of the produce, and improve access to local and regional markets.

In line with an MoU signed between Enabel and University of Rwanda (UR), the Engineers of both UR and Enabel-EUDi together with the Aquaculture Technical Team have already worked together for the development of detailed design, technical specifications, Bill of Quantities (BoQs) for construction and installation works at UR-FFRS and will continue providing afterward the technical supervision during the execution of the project for quality assurance of the work done and service provided.

5.2.. Works description

The works to be performed under this ToRs are:

- 1) Construction of Tilapia Hatchery house through renovation and extending the existing catfish hatchery and existing classroom blocks, (see the detailed BoQs in tables and drawings below)
- 2) Construction of walkways and repartitions of 10 earthen ponds lined with plastic dam sheet (drawing 2) and covered by a greenhouse,
- 3) Supplying, installing, and commissioning (36x44m) greenhouse over 10 Tilapia fingerlings nursery ponds constructed,
- 4) Supply and installation of electricity for the entire tilapia hatchery house and greenhouse ponds,
- 5) Supplying, installation and commissioning (Plumbing works) the water supply and drainage system for 10 ponds under greenhouse.
- 6) Supplying, installing, and commissioning air diffusers and flexible pipes for 10 ponds under greenhouse.

The Service provider/ contractor will technically work together with the University of Rwanda who owns the infrastructure to ensure their satisfaction and approval of the completed work. The bill of quantities, technical specifications and drawings for the works to be executed are described in the tables below:

Description of instructions

General
<i>The Contractor shall price out individually and in detail all the items carrying a monetary value in this and any other section of the Bills of Quantities as required. Any item not priced either in the Preliminaries Bill or elsewhere in the Bills of Quantities, will be deemed to have been allowed for in the</i>

<i>prices inserted against other items in the Bills of Quantities. The cost of the preliminaries must be distributed to the items under this bill.</i>
<i>The Preliminary information and requirements stated in this section shall apply to all Volumes of the tender / contract documents for the Works. The term 'provision' shall mean provision and maintenance of the facility during the entire contract duration.</i>
<i>For the purpose of valuation and payment of preliminaries, the contractor is required to submit a breakdown of each preliminary item indicating the fixed items and time related items. The breakdown is to be approved by the Engineer prior to the first contractor's application for Interim Payment Certificate.</i>
Visiting and Inspection of Site
The Contractor shall be deemed to have visited the site before tendering and to have been acquainted with the nature and position of the works to be executed and no claim for extras will be considered on account of lack of knowledge in this respect.
The whole site will be available to the Contractor immediately upon issue of order to commence. The Contractor will be entitled for site possession and site supervision required by his personnel during the entire contract duration.
The Contractor must consult and obtain the Project Manager's approval and directions regarding the use of any materials, buildings and houses found on the site.
In particular, he will be deemed to have satisfied himself as to:
(a) The nature of the site
(b) The amount of demolitions, rubbish or debris to be cleared away before commencement.
(c) The nature, proximity and sizes of adjoining property, buildings, floors and services to use, protect, renovated or relocated.
(d) The nature, type of construction and sizes of existing building structures to demolish and the distance and location of dumping place for debris.
(e) The nature of existing communications by road, site accessibility requirements & constraints
(f) The type of services in and around the site which will require protection or diversion.
(g) The erection and positioning of all temporary structures, plant and materials necessary for executing the Works.
(h) The sources of adequate supplies of labour, plant and materials for the completion of Works.
(I) The requirements for the protection of the environment, the observance of the Local Authority regulations and traffic movement.
Samples
The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost any samples of materials / mock-up or workmanship that may be called for by the Project Manager / Engineer for his approval or rejection. Such samples when approved by the Project Manager / Engineer shall be the minimum standard for the work to which they apply. The approved samples are to be kept on site and must be availed upon request by the Project Manager / Engineer.
The Contractor shall also provide samples of finished work (mock-ups) which shall be deemed to include:
(a) Making the samples with materials identical to those to be used in the works;
(b) Making the samples under the same conditions as those likely to exist during the construction of the works;
(c) Maintaining and protecting approved samples;
(d) Remove the samples when no longer required by the Project Manager / Engineer.
The approval of a sample may require the travel to the market or supplier's location. The contractor will be responsible for the cost related to the transport, accommodation and meal for the entire team (Client representatives, Consultants and contractor representatives) for the selection and approval of the concerned materials.
Notices and fees to local authorities
The Contractor shall allow for making any legally demandable payments due in respect of works and hoardings, and of work people employed by him to local or Central Government Authorities and bodies.
Import Licenses
The Contractor will be entirely responsible for obtaining all import licenses and other documents required by the regulations of the Government of Rwanda.
Access to Site by the Contractor

Access to the site shall be agreed on with the Project Manager/Engineer upon approval by the Employer prior to the commencement of the works.
The Contractor must allow for providing, forming and maintaining all temporary crossings, warning signage and access roads, parkings onto the site, removing same on completion and making good any damaged or disturbed surfaces as directed by and to the approval of the Project Manager /Engineer. The contractor is to avail reflector jackets for all people accessing the construction site.
The temporary access roads and parkings, in addition to the space parallel to service road near the site should be in murrum, well compacted in layers and the dust must be well controlled during the entire project period.
Preparation of site, works etc.
The Contractor shall allow for all necessary preparation of the site, works and materials prior to commencement of installation. No claims for extras in respect of expenses involved in opening up and preparing the site and works for installation will be allowed and the Contractor must satisfy himself as to the extent of the work involved.
Signboards
The Contractor shall make and erect a signboards in accordance with details provided by the Project Manager/Engineer to display the name of project, Employer's name and name of the Project Architects / Structural Engineers / MEP& Quantity Surveyors and the Contractor. No Sub-Contractor's name will be allowed on this board without the written approval of the Project Manager/Engineer. The minimum size is to be 2000 x 1500 mm (2No.) and signboards are to be approved before installation. The signboards are to contain contact details for the parties involved in the project.
Programme and Progress
The Contractor shall furnish to the Project Manager/Engineer for approval and display in the site offices, a Programme and Progress Chart devised in such a way that the lined programme is shown and progress can be marked up as the work proceeds. The Contractor shall keep this chart up-to-date at all times in accordance with the conditions of contract. The contractor will also be required to provide a be-weekly work programme for the proper execution of the main work proramme. The contractor will be required to provide a monthly procurement programme which will be kept updated as the project progresses.
Progress Photographs
The contractor shall furnish the Project Manager/ Engineer with up-to-date progress photographs when requested. The photographs shall be of a digital quality with high clarity of the elements photographed. They shall also be dated. Photographs not related to the project are prohibited except once requested by the Project Manager / Engineer.
Progress Report
The Contractor shall prepare and submit to the Project Manager regular progress reports, punchlists as required until completion of the works as required in the Conditions of Contract. The contractor's invoice / payment application must be accompanied with an approved project progress report. The format of the Progress Report shall be as approved by the Project Manager/Engineer and shall include among other things contract data, progress levels achieved in percentages of elements, delays (if any) and their causes and measures to accelerate the works, programme up date, financial matters, labour resources and equipment employed, coloured progress photographs etc. The reports shall be prepared on weekly or monthly basis as may be directed by the Engineer.
Carried Forward
Brought Forward
Testing, commissioning, demonstration and handover:
(a) General
Allow for all expenses in connection with the testing of materials as required by the Project Manager / Engineer including the supply and preparation of materials to be tested, the cost of materials and their packing, transport and conveyance to the nearest approved testing laboratory.
(b) Concrete Tests
Allow for making all necessary concrete test cubes and testing at an approved laboratory.
One copy of the test cube report shall be forwarded direct to the Project Manager/ Engineer by the Laboratory officials.
The contractor will prepare schedules showing the time-scale and sequence of testing, demonstration, commissioning and handover events, system by system.
Tools, Plant and vehicles
Provide all necessary tools and equipment and other requisites necessary for the proper execution of the works.

Allow for removing and reinstating, adapting from time to time as may be necessary and maintaining all plants and equipment during the course of the Contract.
The Contractor is to provide everything necessary for the proper execution of the works according to the true intent and meaning of Drawings, etc., whether the same may or may not be particularly shown on the drawings or described in the Bills of Quantities provided that the same is reasonably to be inferred therefrom.
Safety, Health and Welfare of Workpeople
The Contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement and the safety requirements for working on construction sites in accordance with the conditions of contract.
(I) Occupational Health and Safety
The Contractor shall ensure so far as reasonably practicable, the health, safety and welfare at work of his/her employees including those of sub-contractors, Employer, Engineer and all other persons on site such as visitors. The Contractor, among others, shall provide:
· Safe handling, storage, transport and disposal
· Protective clothing, equipment etc.
· Safety officer to enforce safety codes
· Safe courses
· Safe access to all places on site
· Sanitation
· First aid facilities
· Safe constructional plant, equipment and methods of work
The contractor shall report accidents, manage contagious diseases and reduce occupational health hazards as required by the statutes and other regulations in place.
(ii) First Aid Post
The Contractor shall allow for first aid post at the site.
Combat the spread of transmitted diseases (STDs) such as HIV, COVID-19 Corona, Red eyes Virus as well as other easily transmitted diseases amongst staff, labour and Local Community as well .
(iii) Gender
The Contractor shall throughout the contract implementation ensure that recruitment procedures and working conditions / facilities are gender sensitive.
Holidays and transport for work people
The Contractor shall allow for providing holidays and transport for work people and for complying with any relevant Ordinances, Regulations or Union Agreement.
Protection of Works and Persons
The Contractor shall allow for protection of his own and his Sub-Contractor's work liable to damage, including provision of temporary roof, gutters, drains, etc., if necessary and shall case-up, cover, or in other suitable ways protect all finished work liable to injury, all the safety measure to be reported in the method statement prepared and submitted by the contractor to the satisfaction of the Project Manager/Engineer until completion of the contract.
From the beginning to the completion of the works, the same shall be under the entire care and control of the Contractor, who shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holders or occupiers of surrounding properties and to the public generally and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians. The Contractor shall allow for providing all watching, lighting, barriers, covering open trenches and protection of the works including sub-contract works, as may be necessary for the safety of the works and the existing buildings and for the protection of the public and his own and Sub-contractors' employees.
In the event of any damage or loss occurring to the works, or to materials or to any sewers, gullies, drains, paths or other works on the site in temporary possession of the Contractor for the purpose of this Contract, either from the weather, want of proper protection, defects, theft, insufficiency of the works, or any other cause whatsoever during the progress of the works, or for any accident or damage to property or persons by reason of the said works, the Contractor alone shall be responsible and shall without extra charge make good all damage and pay all costs incurred.
Police / Security regulations
The Contractor shall allow for complying with any relevant Police regulations such as required cleaning fees and local security assurance fees.

Water for the works
The Contractor shall allow for providing all temporary clear water supplies required for the works, including sub-Contract works, together with all necessary storage tanks and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub-Contractor.
Lighting and Power for the works
The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including sub-contract works, together with all necessary distributions for the same and must allow for bearing all expenses incurred and paying for all power consumed without charge to any Sub-Contractor.
Site accommodation
The Contractor must allow for setting up on the site, in such positions as may be directed, adequate site offices for the use of his own site staff, Client representative staff and consultant / engineer's staff such as Project Manager, and Quantity Surveyor etc. The offices must have a boardroom for the meetings, well finishes and kept always clean.
The site offices should have 75sqm minimum and are to be equipped with suitable furniture, printing and photocopying facilities The contractor is to provide drinking water etc. at the time of the meetings during throughout the entire project duration.
The contractor is to prepare shop drawings for the site offices for approval by the project manager/ Engineer before installation and use. The contractor shall remove them upon project completion under direction of project manager / Engineer.
The contractor shall provide temporary sheds for the people who would wish to stay on site during the construction period. The shed should be of a minimum 300 sqm
Stores for Materials etc.
The Contractor shall set up on site and off-site stores, in such positions as may be directed by the Engineer , ample temporary watertight lock-up areas which are necessary for himself and his Sub-Contractors for the proper storage and protection of materials liable to damage and shall remove the same on completion and make good all surfaces disturbed.
The Contractor may provide offsite the temporary labour hutments, workshops, sheds, stores etc. as directed by the Engineer/ Project Manager in accordance with the site requirements.
Sanitation of the Works
The contractor shall seek the direction of the Project Manager / Engineer as to places of convenience (latrines, toilets and the like) to be used by contractor's staff, sub-contractors and visitors to the site for the duration of the works.
Hoarding
The Contractor shall allow for providing all necessary protective hoarding at the site to approval of the Project Manager /Engineer.
Hoarding will be required for the site as per project phases. The height to be determined on site and should be 2.4 meters high minimum. The hoarding must be kept cleaned and painted for beautification as may be directed by the Project Manager/ Engineer.
Unless otherwise directed by the local Authority, the site hoarding shall comprise the following:
12 gauge Chain-link and wire-mesh fencing, fixed to 80 x 40 x 3 mm vertical RHS posts embedded into concrete footing 250 x 250 x 400 mm
50x 50 x 2 mm RHS Horizontal railing (3 No), welded to steel posts at 2500mm centers, painted.
Contractor to obtain and pay for all requisite charges, approved costs and expenses required. The Contractor shall allow for maintenance of such facilities , clearing away and making good disturbed ground on completion.
Scaffolding
The Contractor shall allow for providing, erecting and dismantling all general scaffolding required for the Works in perfect condition and approval of the Project Manager/Engineer. The Contractor must allow here in his rates for providing all special scaffolding required for carrying out the works .
Site Administration and Security
The Contractor shall provide and maintain qualified technical and administrative personnel on site, able to communicate in English. The contractor shall also provide and maintain appropriate security for proper protection of the Works, Materials and plant at the site to the approval of the Project Manager/Engineer.
Cleaning, Removing Rubbish and Clearing

<p>Cleaning must be done on daily basis (Housekeeping) or as and when required to keep all areas clean and tidy.</p>
<p>The Contractor must allow for removing and clearing away all surplus excavated materials, rubbish, unused materials and plant both during and at the completion of the Works and shall leave the whole of the site and Works in a clean and tidy state to the satisfaction of the Project Manager / Engineer including clearing away and making good all traces of temporary access facilities , offices, sheds, camps, etc. (if any).</p>
<p>Particular care shall be taken to leave clean all floors, windows and doors and to remove all paint and cement stains, clean down external faces, wash off stains to faced work, flush out plumbing installations and drain runs. The Contractor is to find his own tip / dump and shall pay all charges in connection therewith.</p>
<p>Insurances</p>
<p>The Contractor shall provide at his / her cost / expense the following:-</p>
<p>(a) Insurance of the Works and Contractor's equipment</p>
<p>(b) Third Party Insurance</p>
<p>(c) Insurance against accident to Workmen</p>
<p>Performance Security and guarantees</p>
<p>The Contractor shall obtain security for his proper performance of the contract at his/her cost in the form provided in the Bid Documents.</p>
<p>The cost associated for any other guarantee that the contractor is required to submit such as advance payment guarantee is deemed to be included under this item.</p>
<p>As-built Drawings</p>
<p>The Contractor shall prepare and provide as-built drawings in both hard and soft copies (CAD & PDF formats) for the completed works and services to the project manager's satisfaction and approval.</p>
<p>ENVIRONEMENTAL & SOCIAL MANAGEMENT PLAN (ESMP)</p>
<p><i>During Site Installation & Site Clearing Phase:</i></p>
<p>ii) Dust and gases emissions: Wetting the surface during site clearing, Provision of the respiratory masks to protect employees, Ensure regular maintenance of machines (if any)</p>
<p>iii) Generation of excessive waste: Implement 3R hierarchy strategy to manage waste from the site (reduce, reuse, recycle);Dispose of all unwanted materials in environmentally sound manner.</p>
<p>iv) Risk of impact on Biodiversity due to Site clearance and installation; Land reclamation and construction activities during site preparation: Restore site after completion of construction works.</p>
<p><i>During construction Phase:</i></p>
<p>vi) Risk of Soil erosion: During construction of ponds make sure that the compaction is well done and earthwork avoid soil erosion where necessary take measures to prevent soil erosion</p>
<p>vii) Risk of Sexual harassment (SH) and abuse, Gender Based Violence (GBV), Risk of violation of child rights; Local communities' engagement and conflict related to jobs seekers: Sensitize contractor /Consultant Firm on Sexual Harassment and GBV; Organize training on code of conducts and RWanda Labor law and Grievance Redress Mechanism</p>
<p>ix) Loss of habitat and biodiversity: during construction phase, the existing ecosystem will be destroyed; Borrow pit, Quarry, dumpsite, campsite will be risk area for Biodiversity degradation: Restore the site by creating a garden with various plants, Landscaping, Restore the Quarry, borrow pit and camp site ensure that these places are regenerated by planting three and organic vegetative soil, restoration of dumping</p>

5.3. Objectives of the assignment

The general objective of this assignment is for construction of Tilapia Hatchery for University of Rwanda – Fish Farming and Research Station (UR-FFRS). The drawing and technical specifications below will serve as a guidance for the construction works to be executed.

Technical specifications

No. of item	Description of the required materials with specifications
1	Floor and Walls of the tilapia hatchery house
1.1	ELEMENT 1 - SUBSTRUCTURE
	Excavate oversite average 200 mm deep to remove vegetable top soil and including cart away from site to an approved tip by the local Authority including Environmental Management.
	Excavations including maintaining and supporting sides, keeping free from water, mud and fallen, provisional of all necessary pumping and supporting equipment
	Bulk excavation not exceeding 1.50m deep from reduced level
	Disposal
	Return fill and ram selected excavated or imported material around foundations, and compacting in layers, n.e 150mm thick to 100% MOD AASHTO all to engineers approval.
	Cart away
	Load, wheel cart away and deposit surplus excavated materials away from site to approved tip by the local Authority and including Environmental Management.
	Disposal
	Compaction of Surfaces
	Level and compact bottom of footings and bases to receive blinding layer to 95% MOD AASHTO
	Imported filling
	Approved murram fill to make up levels; well rolled and compacted to 98% MDD (Modified AASHTO) in layers not exceeding 150mm thick to engineers approval
	300 mm thick murram below Surface bed
	Imported filling
	150mm thick bed of hand packed hardcore, well rolled and compacted in layers not exceeding 150mm thick to 95% AASHTO.
	Sand Blinding 50mm thick, depositing, hand packing, watering and compacting in layers of 90% BS compaction as
	Anti-termite treatment
	Saturate with an approved anti-termite treatment undertaken by an approved specialist (10 years guarantee to be given), all to manufacturers specifications, including surface preparation .
	Top of ground and bottom & sides of all excavated surfaces
	Damp-proof membrane
	1000 Gauge polythene sheeting laid over hardcore with 300mm side and end laps(measured nett -no allowance for laps).
	Concrete Works
	Reinforced in-situ concrete class 25, Ordinary Portland cement 42.5 with 20mm aggregate and kayumbo fine sand vibrated as described on drawing ,in
	Ground Beams
	150mm thick surface bed
	ELEMENT 2 - SUPERSTRUCTURE
	Reinforced in-situ concrete class 20, Ordinary Portland Cement 42.5 with 20mm aggregate and Kayumbo fine sand vibrated as described on drawing, in
	Lintels and the like
	ELEMENT 3 - WALLING
	External Walls

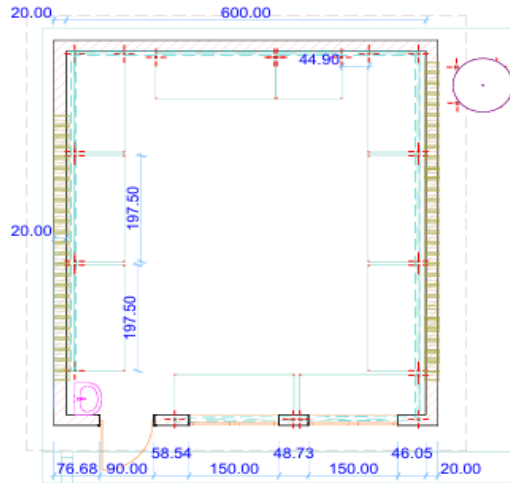
	Burnt clay brick with high water absorption resistance, minimum crushing strength of 10kpa , locally manufactured and approved , laid in English bond bedded and jointed with C/S (1:3) mortar, well pointed with white cement externally
	200mm thick walls
1.4	ELEMENT 4 - FINISHES
	Floor finishes
	Cement and sand bedding (1:3)
	30 mm Thick Cement Sand screed steel float trowelled(m.s)
	CEILING FINIHES
	Prepare surfaces and apply 20mm thick plaster: First coat of cement 15mm thick lime and sand (1:2:9); 5mm thick second coat of cement lime putty and sand (1:1:6) steel trowelled as described with a smooth trowelled finish.
	Horizontal surfaces; offites of suspended slab
	Skim, prepare and apply three coats first grade ceiling matt emulsion paint
	ceiling
1.5	ELEMENT 5 - DOORS,WINDOWS AND RAILINGS
	METAL WORK
	Steel Doors
	Supply, assemble and fix the following purposed-made steel casement units to comply to BS 990, manufactured from standard window sections (angles, squares, rectangular, tees, omega profiles, bottle profiles etc) all in 2.5mm thick ; obtained from an approved manufacturer, primed with red oxide primer before delivery to site complete with locks, hinges, handles, catches and building in lugs, painted to approved coulor. The price for the steel casement windows is to include the cost for clear sheet Glass in fill of 5 mm thick to metal rebates with BS 544 putty; in panes 0.10 - 0.50 m2 as per window schedule
	Single and Double Leaf Doors
	Door : 900 x 2100 mm high
	Window: 1500 x 1500 mm high
	Wrot mahogany frames and linings selected, treated and kept clean; to Architect's detailed drawing
	175 - 225 x 50mm frame, two labours, fixed to ground .
	70 x 20mm Architrave : moulded
	SUPPLY AND FIX the following ironmongery : locks and furniture at client preference and approved by the project manager/ Engineer
	Union double ball heavy duty bearing hinge 100 x 75 x 3mm
	Union cylinder lockset
2	Roofing And rainwater disposal of the tilapia hatchery house
2.1	Roof covering
	26 Gauge Prepainted IT5 roofing sheets with 94 mm side laps and minimum 200 mm end laps fixed to metal purlins with and including hook bolts, washers and nuts at 600mm c/c to Engineers details and including fixing and Foam Fillers.
	Ridge and hip caps guage 26.
	Structutal Steel
	All Steel Works to be to B.S 449
	Roof Structure (Provisional)
	Structural steelwork to B.S 449 primed with RED OXIDE with and including fillet welds and Spary painted with 2 Coats Gloss Oil Paint of an approved colour as CROWN paints or Other Equal and approved source
	The following trusses/steel members hoisted approximately 3000mm above ground level in trusses not exceeding 9,000mm span and including all cutting, wastes, fabrication, 6mm fillet welding, jointing , stiffener plates, anchorage and bolting to Engineers detail and approval.
	40 x 40 x 2 mm SHS roof structure members

	Ex 250 x 3mm Metal Fascia & Berge boards with undercoat to surfaces.
2.2	Rainwater disposal
	600mm Girth x 2mm thick galvanized mild steel gutter complete with all fittings to Engineers details, fixing to approval to steel roof structure members, primed on both sides and painted on the outside surface in three coats gloss paint to approval.
	110 mm Dia. PVC rainwater pipe complete with fittings, primed and gloss painted to approval.
	Extra for swan neck bend.
	Ditto horse shoe bend.
3	Electrical installation for Tilapia hatchery house
3.1	A. LIGHTING
	Luminaries
1	Surface mounted One linear LED tube light fitting. Mounting: ceiling, the base: med bipin, length:1200mm, power:20W, flux 2100 lumens, diffuser: opal
2	High Quality Energy Saving E27 B22 12w LED Bulb Lamp 220V AC, 1140 lm
3	8W non maintained emergency light with exit sign
3.2	B.SWITCHES
	Switches, 230V, 10A, IP20 with appropriate box in Group switching and standalone switches with all accessories
1	Galvanized metal flush mounted one gang back box plus one gang one way screw fixed switch 16A/250V for flush mounting metal box
2	Galvanized metal flush mounted one gang back box plus one gang two way screw fixed switch 16A/250V for flush mounting metal box
3.3	C. SMALL POWER
	Socket outlets
1	Squared flush mounted 1 gang back box plus 1 module screw fixed Single socket outlet. 250V, 16A 2P+E. Complete with childsafe shutter for child protection
2	Hand Dryer socket outlet With Double pole switch 16A-250V, flush wall mounting at 1200mm affl
3.4	D. WIRING
	Wiring with copper conductors and PVC insulation and shield, for the voltage 1KV:
1	Roll of wires VOB 1.5sqmm, 100m, red colors (Alfa cable)
2	Roll of wires VOB 1.5sqmm, 100m, blue colors (Alfa cable)
3	Roll of wires VOB 1.5sqmm, 100m, black colors (Alfa cable)
1	Roll of wires VOB 2.5sqmm, 100m, red colors (Alfa cable)
2	Roll of wires VOB 2.5sqmm, 100m, black colors (Alfa cable)
3	Roll of wires VOB 2.5sqmm, 100m, yellow/green (Alfa cable)
3.5	E. PIPING&BOXES
1	HG PVC rigid conduits 25 mm of 3m with all accessories
2	Bending spring 25mm
3	25mm and 20mm HG PVC Couple
4	4 WAYS JUNCTION BOX To be mounted for each lighting
5	Perforated Cable tray 100x50mm of 3m with appropriate cover and all accessories for power supply in Duct.
6	Perforated Cable tray 100x50mm of 3m with appropriate cover and all accessories for low current system in Duct.
4	Construction and repartitions of 10 earthen tilapia nursery ponds walkways
4.1	Site clearance
	Clear site of all trees, bushes, shrubs and under growth including grubbing up roots and removing away from site (12520.1M) and cart away from site to an approved tip by the local Authority including Environmental Management.

	Excavate oversite average 300 mm deep to remove vegetable top soil and cart away from site to an approved tip by the local Authority including Environmental Management.
4.2	Surface treatment of 10 tilapia nursery ponds
	Grade and compact subgrade, 100% M.D.D. as described, to receive Pavers and liners.
4.3	Sub-base and base courses
	Stabilized Murram base in layers of not more than 150mm compacted to 100% of compaction at optimum moisture content, 300 mm thick.
	Supply and laying all 10 tilapia nursery ponds with a Damp-proof membrane polythene sheeting lined and laid over the entire surface of all 10 ponds with 2mm thick
	50mm thick concrete paving blocks 35 mpa(minimum) with kerbs on both side or 50mm concrete paving slab precast bedded, jointed and grouted in cement and sand (1:1) onto and including 30mm thick sand bed
4.4	Water and air supply and water drainage system
	Supply, install and connecting PVC pipes for water supply system (inlets and outlets) for all 10 tilapia nursery ponds under greenhouse:
	Supply, install and connecting air supply system for all 10 ponds under greenhouse
4.5	Green house
	Supply, install and commissioning (36x44m) Tilapia greenhouse double span height on the crop holders 2.8-3m, height coils quality DX51D, trusses, crop holders, posts 60mmx1.5 galvanized, metal crosses, profiles, metal ring 3.2cmx1.5mm and clips, iron wire 2.4mm thickness, bolts and special clamps galvanized 4.8 class, door with one safety access system, film cover 200microns, nets 40mesh, permanent top ridge ventilation width 70 cm overlapping for 50cm, plastic side skirt down-50cm from the ground level with, complete kit of 8mil or above rivulus drip tape irrigation kits to cover 1584m ² inside and accessories and all civil works and materials required for construction and operation (including 500l water tank and its metallic stand)

5.4. DRAWINGS

5.4.1. Drawing 1 : Designs and architectural plans of Tilapia Hatchery extension room



0. Ground Floor (1) 1:50

Revision History		
Rev#	Chg#	Drawn Name

Company Title



#Contact Company

#Contact Address 1
#Contact City
#Contact Country
#Contact Postcode

#Project Name

#Site Address 1
#Site City
#Site Country
#Site Postcode

Drawing Name
Ground Floor (1)

Drawing Status

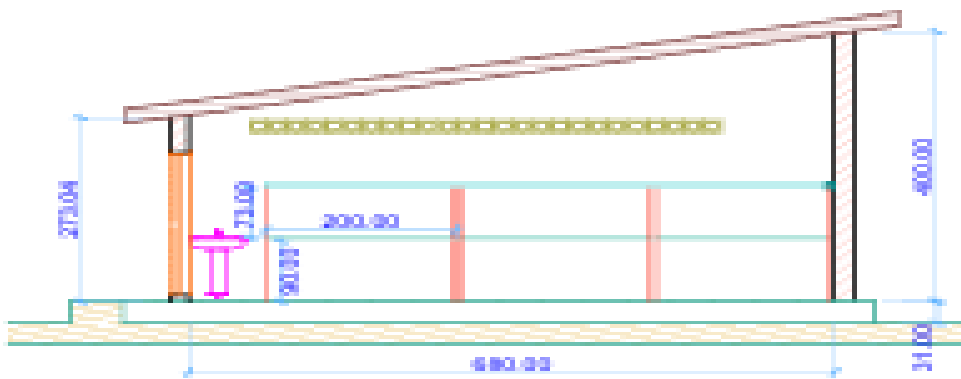
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Checked by Date

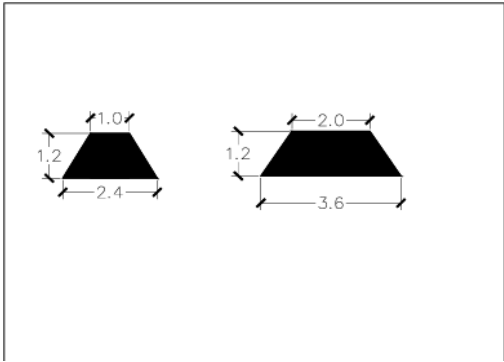
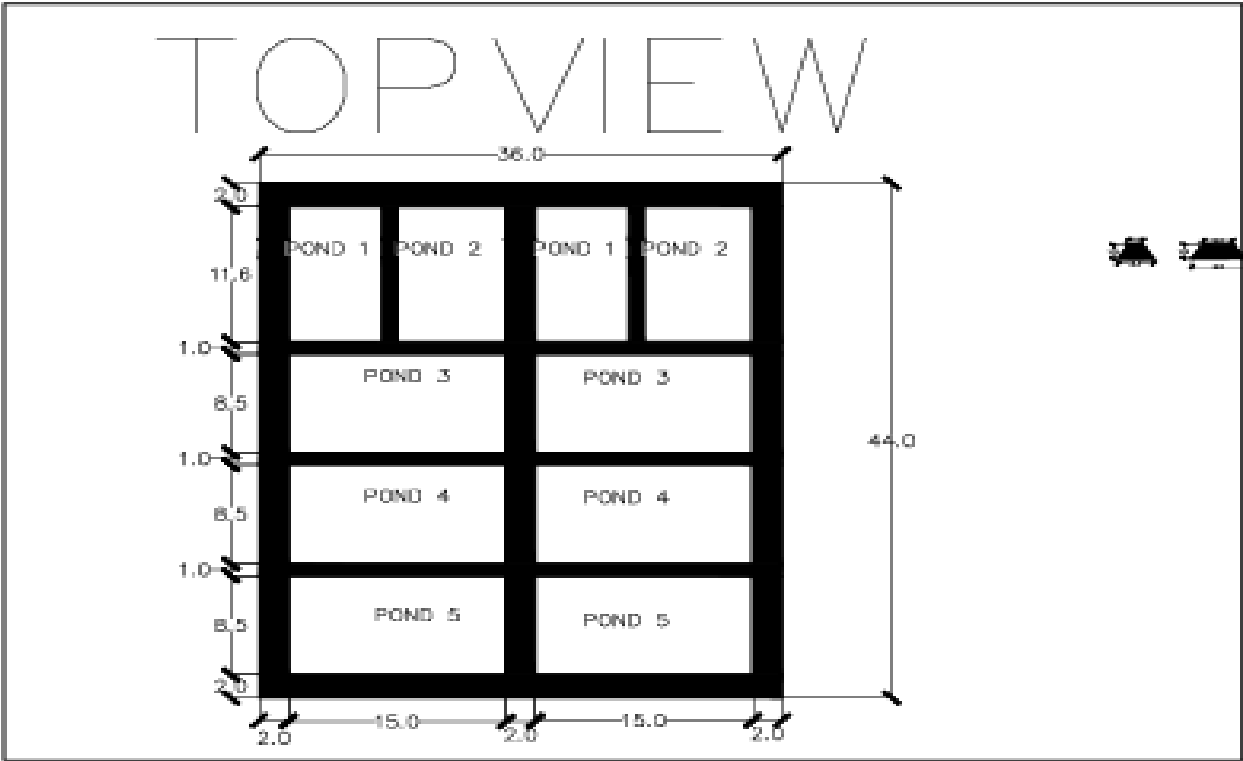
Drawing Scale
1:50

Layout ID
A.03

Revision



5.4.2. Drawing 2 :Repartitions and walkways for 10 earthen ponds under greenhouse



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

5.5.1. Minimum Required experience of the company (to be considered in selection stage)

The company should have the following experience:

- The interested bidders should be companies registered in construction nsector , with At least 7 years' general experience in construction works.
- A list of 2 similar nature of works/projects performed over the past 7 years (**Construction or extension of fish hatchery or green house construction works**) **proven by 2 related certificates of good completion or any other document proving good performance of these assignments.**

5.5.2. Minimum Required qualification and experience of the key experts (to be considered in selection stage)

The Key experts should have the following minimum qualifications and experience for administration and execution of the Contract:

1. The qualifications and experience of Team leader:

Qualification:

- He/she must have at least a Bachelor's Degree in Civil engineering or equivalent field.

Professional experience:

- General experience: He/she must have at least 5 years' of general experience in construction/supervision of public infrastructure.
- Specific experience: He/she must present at least 2 references regarding his or her past direct role in construction/supervision of either hatchery or green house projects proven by certificates of good completion or any other document proving good performance of the assignment.
- At least 2 years' experience as Project Director or Project team leader
- Membership of the Institute of Engineers Rwanda (actual certificate)

Other skills : He/she must be fluent in English

2. The qualifications and experience of site construction technician

Qualifications :

- He/she must have at least A2 (Diploma) in Construction;
- He/she must be fluent in English

Professional experience

- General experience: He/she must possess at least 5 years of general experience in the construction industry,
- Specific experience: He/she, must have at least 1 reference/proof of similar assignment in construction of either a fish hatchery or green house, proven by certificates of good completion or any other document proving good performance of the assignment

Other skills : He/she must be fluent in English

3. The qualifications and experience of Plumber

Qualifications:

- He/she must have at least A2 in plumbing;

Professional experience

- General experience: He/she must have at least 5 years of professional experience in plumbing industry
- Specific experience: He/she must have at least 1 reference/ proof of similar assignment in plumbing of form-works used for construction purposes (proven by certificates of good completion or any other document proving good performance of the assignment)

Other skills : He/she must be fluent in English

4. The qualifications and experience of electrician

Qualifications:

- He/she must have at least A2 (Diploma) in electrical appliances;

Professional experience

- General experience: He/she must have at least 5 years of professional experience in the electrical industry
- Specific experience: He/she must have at least 2 references / proof of similar assignment in electrical installations for public infrastructure (proven by certificates of good completion or any other document proving good performance of the assignment)

Other skills : He/she must be fluent in English

5.5.3. Minimum Required equipment (to be used in selection stage)

The company should have the following minimum equipment:

- 1. At least one Concrete mixer of a capacity 1 cubic meter**
- 2. At least one Hand soil compactor**
- 3. At least one Concrete vibrator**
- 4. At least one Truck of 10 cubic meter**

Note: The bidder must provide the proof of possession or leasing of the above-mentioned equipment.

5.5.4. Execution and warranty period

- The construction period shall not exceed 6 calendar Month (maximum), Contract performance will be judged on quality of outputs and in adherence to supervision reports by both clients' Engineers.
- The minimum warranty period is 12 Months

5.6. DETAILED TECHNICAL SPECIFICATIONS (technical proposal) – to be used for the award stage

- **Column 1&2** :Completed by the Contracting Authority describes the required specifications(not to be modified by the tenderer),
- **Column 3 : to be filled in by the tenderer** and must detail what is offered/ proposed by the bidders **(Copy pasting of our requirements and Words or expressions like “compliant” or “yes” or “as requested” are not acceptable and shall lead to the rejection).**
- **Column 4** : allows the tenderer to make comments on his proposal and to make eventual references to the documentation
- **Column 5** is reserved for the evaluation committee

The offer/technical proposal must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

The table below will be used to analyse the compliance with the required materials and methodology

Technical specifications be used to analyse the technical compliance

1. Item	2. Description of the required materials with specifications	3. Proposal from the bidder	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1	Floor and Walls of the tilapia hatchery house			
1.1	ELEMENT 1 - SUBSTRUCTURE			
	Excavate oversite average 200 mm deep to remove vegetable topsoil and including cart away from site to an approved tip by the local Authority including Environmental Management.			
	Excavations including maintaining and supporting sides, keeping free from water, mud and fallen, provisional of all necessary pumping and supporting equipment			
	Bulk excavation not exceeding 1.50m deep from reduced level			
	Disposal			
	Return fill and ram selected excavated or imported material around foundations, and compacting in layers, n.e 150mm thick to 100% MOD AASHTO all to engineers approval.			
	Cart away			
	Load, wheel cart away and deposit surplus excavated materials away from site to approved tip by the local Authority and including Environmental Management.			
	Disposal			
	Compaction of Surfaces			
	Level and compact bottom of footings and bases to receive blinding layer to 95% MOD AASHTO			
	Imported filling			
	Approved murrum fill to make up levels; well rolled and compacted to 98% MDD (Modified AASHTO) in layers not exceeding 150mm thick to engineers approval			
	300 mm thick murrum below Surface bed			
	Imported filling			
	150mm thick bed of hand packed hardcore, well rolled and compacted in layers not exceeding 150mm thick to 95% AASHTO.			
	Sand Blinding 50mm thick, depositing, hand packing, watering and compacting in layers of 90% BS compaction.			
	Anti-termite treatment			

	Saturate with an approved anti-termite treatment undertaken by an approved specialist (10 years guarantee to be given), all to manufacturers specifications, including surface preparation .			
	Top of ground and bottom & sides of all excavated surfaces			
	Damp-proof membrane			
	1000 Gauge polythene sheeting laid over hardcore with 300mm side and end laps(measured nett -no allowance for laps).			
	Concrete Works			
	Reinforced in-situ concrete class 25, Ordinary Portland cement 42.5 with 20mm aggregate and kayumbo fine sand vibrated as described on drawing ,in Ground Beams, 150mm thick surface bed			
1.2	ELEMENT 2 - SUPERSTRUCTURE			
	Reinforced in-situ concrete class 20, Ordinary Portland Cement 42.5 with 20mm aggregate and Kayumbo fine sand vibrated as described on drawing, in Lintels and the like			
1.3	ELEMENT 3 - WALLING			
	External Walls			
	Burnt clay brick with high water absorption resistance, minimum crushing strength of 10kpa , locally manufactured and approved , laid in English bond bedded and jointed with C/S (1:3) mortar, well pointed with white cement externally 200mm thick walls			
1.4	ELEMENT 4 - FINISHES			
	Floor finishes			
	Cement and sand bedding (1:3)			
	30 mm Thick Cement Sand screed steel float trowelled(m.s)			
	CEILING FINIHES			
	Prepare surfaces and apply 20mm thick plaster: First coat of cement 15mm thick lime and sand (1:2:9); 5mm thick second coat of cement lime putty and sand (1:1:6) steel trowelled as described with a smooth trowelled finish.			
	Horizontal surfaces; offites of suspended slab			
	Skim, prepare and apply three coats first grade ceiling matt emulsion paint			
	ceiling			

1.5	ELEMENT 5 - DOORS,WINDOWS AND RAILINGS			
	METAL WORK			
	Steel Doors			
	Supply, assemble and fix the following purposed-made steel casement units to comply to BS 990, manufactured from standard window sections (angles, squares, rectangular, tees, omega profiles, bottle profiles etc) all in 2.5mm thick ; obtained from an approved manufacturer, primed with red oxide primer before delivery to site complete with locks, hinges, handles, catches and building in lugs, painted to approved coulor. The price for the steel casement windows is to include the cost for clear sheet Glass infill of 5 mm thick to metal rebates with BS 544 putty; in panes 0.10 - 0.50 m2 as per window schedule			
	Single and Double Leaf Doors			
	Door : 900 x 2100 mm high			
	Window: 1500 x 1500 mm high			
	Wrot mahogany frames and linings selected, treated and kept clean; to Architect's detailed drawing			
	175 - 225 x 50mm frame, two labours, fixed to ground .			
	70 x 20mm Architrave : moulded			
	SUPPLY AND FIX the following ironmongery : locks and furniture at client preference and approved by the project manager/ Engineer			
	Union double ball heavy duty bearing hinge 100 x 75 x 3mm			
	Union cylinder lockset			
2	Roofing And rainwater disposal of the tilapia hatchery house			
2.1	Roof covering			
	26 Gauge Prepainted IT5 roofing sheets with 94 mm side laps and minimum 200 mm end laps fixed to metal purlins with and including hook bolts, washers and nuts at 600mm c/c to Engineers details and including fixing and Foam Fillers.			
	Ridge and hip caps guage 26.			
	Structutal Steel			
	All Steel Works to be to B.S 449			
	Roof Structure (Provisional)			

	Structural steelwork to B.S 449 primed with RED OXIDE with and including fillet welds and Spary painted with 2 Coats Gloss Oil Paint of an approved colour as CROWN paints or Other Equal and approved source			
	The following trusses/steel members hoisted approximately 3000mm above ground level in trusses not exceeding 9,000mm span and including all cutting, wastes, fabrication, 6mm fillet welding, jointing , stiffener plates, anchorage and bolting to Engineers detail and approval.			
	40 x 40 x 2 mm SHS roof structure members			
	Ex 250 x 3mm Metal Fascia & Berge boards with undercoat to surfaces.			
2.2	Rainwater disposal			
	600mm Girth x 2mm thick galvanized mild steel gutter complete with all fittings to Engineers details, fixing to approval to steel roof structure members, primed on both sides and painted on the outside surface in three coats gloss paint to approval.			
	110 mm Dia. PVC rainwater pipe complete with fittings, primed and gloss painted to approval.			
	Extra for swan neck bend.			
	Ditto horse shoe bend.			
3	Electrical installation for Tilapia hatchery house			
3.1	A. LIGHTING			
	Luminaries			
1	Surface mounted One linear LED tube light fitting. Mounting: ceiling, the base: med bipin, length:1200mm, power:20W, flux 2100 lumens, diffuser: opal			
2	High Quality Energy Saving E27 B22 12w LED Bulb Lamp 220V AC, 1140 lm			
3	8W non maintained emergency light with exit sign			
3.2	B.SWITCHES			
	Switches, 230V, 10A, IP20 with appropriate box in Group switching and standalone switches with all accessories			

1	Galvanized metal flush mounted one gang back box plus one gang one way screw fixed switch 16A/250V for flush mounting metal box			
2	Galvanized metal flush mounted one gang back box plus one gang two way screw fixed switch 16A/250V for flush mounting metal box			
3.3	C. SMALL POWER			
	Socket outlets			
1	Squared flush mounted 1 gang back box plus 1 module screw fixed Single socket outlet. 250V, 16A2P+E. Complete with child safe shutter for child protection			
2	Hand Dryer socket outlet With Double pole switch 16A-250V, flush wall mounting at 1200mm affl			
3.4	D. WIRING			
	Wiring with copper conductors and PVC insulation and shield, for the voltage 1KV:			
1	Roll of wires VOB 1.5sqmm, 100m, red colors (Alfa cable)			
2	Roll of wires VOB 1.5sqmm, 100m, blue colors (Alfa cable)			
3	Roll of wires VOB 1.5sqmm, 100m, black colors (Alfa cable)			
4	Roll of wires VOB 2.5sqmm, 100m, red colors (Alfa cable)			
5	Roll of wires VOB 2.5sqmm, 100m, black colors (Alfa cable)			
6	Roll of wires VOB 2.5sqmm, 100m, yellow/green (Alfa cable)			
3.5	E. PIPING&BOXES			
1	HG PVC rigid conduits 25 mm of 3m with all accessories			
2	Bending spring 25mm			
3	25mm and 20mm HG PVC Couple			
4	4 WAYS JUNCTION BOX To be mounted for each lighting			
5	Perforated Cable tray 100x50mm of 3m with appropriate cover and all accessories for power supply in Duct.			
6	Perforated Cable tray 100x50mm of 3m with appropriate cover and all accessories for low current system in Duct.			
4	Construction and repartitions of 10 earthen tilapia nursery ponds walkways			
4.1	Site clearance			
	Clear site of all trees, bushes, shrubs and under growth including grubbing up roots and removing away from site (12520.1M) and cart away from site to an approved tip by the local Authority including Environmental Management.			

	Excavate oversite average 300 mm deep to remove vegetable top soil and cart away from site to an approved tip by the local Authority including Environmental Management.			
4.2	Surface treatment of 10 tilapia nursery ponds			
	Grade and compact subgrade, 100% M.D.D. as described, to receive Pavers and liners.			
4.3	Sub-base and base courses			
	Stabilized Murram base in layers of not more than 150mm compacted to 100% of compaction at optimum moisture content, 300 mm thick.			
	Supply and laying all 10 tilapia nursery ponds with a Damp-proof membrane polythene sheeting lined and laid over the entire surface of all 10 ponds with 2mm thick			
	50mm thick concrete paving blocks 35 mpa(minimum) with kerbs on both side or 50mm concrete paving slab precast bedded, jointed and grouted in cement and sand (1:1) onto and including 30mm thick sand bed			
4.4	Water and air supply and water drainage system			
	Supply, install and connecting PVC pipes for water supply system (inlets and outlets) for all 10 tilapia nursery ponds under greenhouse:			
	Supply, install and connecting air supply system for all 10 ponds under greenhouse			
4.5	Green house			
	Supply, install and commissioning (36x44m) Tilapia greenhouse double span height on the crop holders 2.8-3m, height coils quality DX51D, trusses, crop holders, posts 60mmx1.5 galvanized, metal crosses, profiles, metal ring 3.2cmx1.5mm and clips, iron wire 2.4mm thickness, bolts and special clamps galvanized 4.8 class, door with one safety access system, film cover 200microns, nets 40mesh, permanent top ridge ventilation width 70 cm overlapping for 50cm, plastic side skirt down-50cm from the ground level with, complete kit of 8mil or above rivulus drip tape irrigation kits to cover 1584m ² inside and accessories and all civil works and materials required for construction and operation (including 5000l water tank and its metallic stand)			

6. Forms

6.1. Instructions to the tenderers

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

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

The tender forms must be submitted in three copies, one of which mentions 'original' and the others mentions 'duplicate' or 'copy'. The original must be a paper copy. The duplicate may be a simple photocopy, but it may also be submitted in the form of one or several files on a CD-ROM and/or USB stick.

The different parts and annexes of the tender must be numbered.

The prices are given in euros and rounded off to two figures after the decimal point. If necessary, they may be rounded off to four figures after the decimal point.

Erasures and alterations, additions or changes in the tender forms must be accompanied by a signature next to the erasure and alteration, addition or change concerned.

This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The tender must bear the original hand-written signature of the tenderer or of his representative.

If the tenderer is a company/association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

6.2. Identification form

6.2.1. Natural person:

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:412289af-39d0-4646-b070-5cfed3760aed>

I. PERSONAL DATA	
FAMILY NAME(S) ⁸	
FIRST NAME(S)	
DATE OF BIRTH	
DD	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT DRIVING LICENCE ⁹ OTHER ¹⁰
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ¹¹	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ¹²	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS NAME (if applicable)
YES NO	VAT NUMBER REGISTRATION NUMBER PLACE OF MAIN REGISTRATION CITY COUNTRY
DATE	SIGNATURE

⁸ As indicated on the official document.

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

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

¹¹ See table with corresponding denomination by country.

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

6.2.2. Private/public law body with legal form

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b>

OFFICIAL NAME¹³			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION	FOR PROFIT		
TYPE	NON FOR PROFIT	NGO¹⁴	YES NO
MAIN REGISTRATION NUMBER¹⁵			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT number			
ADDRESS OF HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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

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

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

6.2.3. Public-law body¹⁶

To fill out the form, please click here:

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

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

¹⁶ meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

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

¹⁸ Registration number in the national register of the entity.

6.2.4. Subcontractors

Name and legal form	Address / Registered office	Regards

6.3. Financial identification Form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹⁹	
IBAN/ACCOUNT NUMBER ²⁰	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹⁹ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

²⁰ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

6.4. Tender form – Prices – Bill of quantities

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs, as well as the profits, are distributed between the various items in proportion to their weight.

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

VAT percentage: 18 %.

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

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

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

Certified true and sincere,

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

Detailed bill of quantities

1. Floor and Walls of the tilapia hatchery house					
ITEM	ITEM DESCRIPTION	Unit	QTY	Unit Price (Taxes inclusive)	Total Price (taxes incl.)
1.1	ELEMENT 1 - SUBSTRUCTURE				
	Excavate oversite average 200 mm deep to remove vegetable top soil and including cart away from site to an approved tip by the local Authority including Environmental Management.	m2	49		
	Excavations including maintaining and supporting sides, keeping free from water, mud and fallen, provisional of all necessary pumping and supporting equipment				
	Bulk excavation not exceeding 1.50m deep from reduced level	m3	49		
	Disposal				
	Return fill and ram selected excavated or imported material around foundations, and compacting in layers, n.e 150mm thick to 100% MOD AASHTO all to engineers approval.	m3	15		
	Cart away				
	Load, wheel cart away and deposit surplus excavated materials away from site to approved tip by the local Authority and including Environmental Management.	m3	49		
	Disposal				
	Compaction of Surfaces				
	Level and compact bottom of footings and bases to receive blinding layer to 95% MOD AASHTO	m2	49		
	Imported filling				
	Approved murrum fill to make up levels; well rolled and compacted to 98% MDD (Modified AASHTO) in layers not exceeding 150mm thick to engineers approval				
	300 mm thick murrum below Surface bed	m3	15		
	Imported filling				
	150mm thick bed of hand packed hardcore, well rolled and compacted in layers not exceeding 150mm thick to 95% AASHTO.	m2	49		
	Sand Blinding 50mm thick, depositing, hand packing, watering and compacting in layers of 90% BS compaction as	m2	49		
	Anti-termite treatment				
	Saturate with an approved anti-termite treatment undertaken by an approved specialist (10 years guarantee to be given), all to manufacturers specifications, including surface preparation .				
	Top of ground and bottom & sides of all excavated surfaces	m2	49		
	Damp-proof membrane				
	1000 Gauge polythene sheeting laid over hardcore with 300mm side and end laps(measured nett -no allowance for laps).	m2	49		
	Concrete Works				
	Reinforced in-situ concrete class 25, Ordinary Portland cement 42.5 with 20mm aggregate and kayumbo fine sand vibrated as described on drawing ,in				
	Ground Beams	m3	2		
	150mm thick surface bed	m2	42		

	Sub-total ELEMENT 1 - SUBSTRUCTURE				
1.2	ELEMENT 2 - SUPERSTRUCTURE				
	Reinforced in-situ concrete class 20, Ordinary Portland Cement 42.5 with 20mm aggregate and kayumbo fine sand vibrated as described on drawing, in				
	Lintels and the like	m3	2		
	Sub-total ELEMENT 2 - SUPERSTRUCTURE				
1.3	ELEMENT 3 - WALLING				
	External Walls				
	Burnt clay brick with high water absorption resistance, minimum crushing strength of 10kpa , locally manufactured and approved , laid in English bond bedded and jointed with C/S(1:3) mortar, well pointed with white cement externally				
	200mm thick walls	m2	76		
	Sub-total ELEMENT 3 - WALLING				
1.4	ELEMENT 4 - FINISHES				
	Floor finishes				
	Cement and sand bedding (1:3)				
	30 mm Thick Cement Sand screed steel float trowelled(m.s)	m2	76		
	CEILING FINIHES				
	Prepare surfaces and apply 20mm thick plaster: First coat of cement 15mm thick lime and sand (1:2:9); 5mm thick second coat of cement lime putty and sand (1:1:6) steel trowelled as described with a smooth trowelled finish.				
	Horizontal surfaces; offites of suspended slab	m2	104		
	Skim, prepare and apply three coats first grade ceiling matt emulsion paint				
	ceiling	m2	104		
	Sub-total ELEMENT 4 - FINISHES				
1.5	ELEMENT 5 - DOORS, WINDOWS AND RAILINGS				
	METAL WORK				
	Steel Doors				
	Supply, assemble and fix the following purposed-made steel casement units to comply to BS 990, manufactured from standard window sections (angles, squares, rectangular, tees, omega profiles, bottle profiles etc) all in 2.5mm thick ; obtained from an approved manufacturer, primed with red oxide primer before delivery to site complete with locks, hinges, handles, catches and building in lugs, painted to approved coulor. The price for the steel casement windows is to include the cost for clear sheet Glass infill of 5 mm thick to metal rebates with BS 544 putty; in panes 0.10 - 0.50 m2 as per window schedule				
	Single and Double Leaf Doors				
	Door : 900 x 2100 mm high	Nr	1		
	Window: 1500 x 1500 mm high	Nr	2		
	Wrot mahogany frames and linings selected, treated and kept clean; to Architect's detailed drawing				
	175 - 225 x 50mm frame, two labours, fixed to ground .	m	6		

	70 x 20mm Architrave : moulded	m	6		
	SUPPLY AND FIX the following ironmongery : locks and furniture at client preference and approved by the project manager/ Engineer				
	Union double ball heavy duty bearing hinge 100 x 75 x 3mm	Nr	6		
	Union cylinder lockset	Nr	1		
	Sub-total ELEMENT 4 - DOORS, WINDOWS AND RAILINGS				
2. Roof of hatchery house					
ITEM	ITEM DESCRIPTION	UNIT	QTY	Unit Price (Taxes inclusive)	Total Price (taxes incl.)
2.	ROOFING & RAINWATER DISPOSAL				
2.1	Roof covering				
	26 Gauge Prepainted IT5 roofing sheets with 94 mm side laps and minimum 200 mm end laps fixed to metal purlins with and including hook bolts, washers and nuts at 600mm c/c to Engineers details and including fixing and Foam Fillers.	S.M.	49		
	Ridge and hip caps gauge 26.	L.M.	14		
	Structural Steel				
	All Steel Works to be to B.S 449				
	Roof Structure (Provisional)				
	Structural steelwork to B.S 449 primed with RED OXIDE with and including fillet welds and Spary painted with 2 Coats Gloss Oil Paint of an approved colour as CROWN paints or Other Equal and approved source				
	The following trusses/steel members hoisted approximately 3000mm above ground level in trusses not exceeding 9,000mm span and including all cutting, wastes, fabrication, 6mm fillet welding, jointing , stiffener plates, anchorage and bolting to Engineers detail and approval.				
	40 x 40 x 2 mm SHS roof structure members	Kg	800		
	Ex 250 x 3mm Metal Fascia & Berge boards with undercoat to surfaces.	L.M.	14		
2.2	Rainwater disposal				
	600mm Girth x 2mm thick galvanized mild steel gutter complete with all fittings to Engineers details, fixing to approval to steel roof structure members, primed on both sides and painted on the outside surface in three coats gloss paint to approval.	L.M.	7		
	110 mm Dia. PVC rainwater pipe complete with fittings, primed and gloss painted to approval.	L.M.	4		
	Extra for swan neck bend.	NO.	3		
	Ditto horse shoe bend.	NO.	3		
	Ditto outlet.	NO.	3		
	SUB - TOTAL ROOF OF HATCHERY HOUSE				
3. Electrical installation for Tilapia hatchery house					
Ref.	DESCRIPTION	UNIT	QTY	Unit Price	Total Price (taxes incl.)

				(Taxes inclusive)	
	All prices are comprised of the supply, Install, Test and Commissioning as per the specifications and the plans.				
3.1	A. LIGHTING				
	Luminaries				
1	Surface mounted One linear LED tube light fitting. Mounting: ceiling, the base: med bipin, length:1200mm, power:20W, flux 2100 lumens, diffuser: opal	pcs			
2	High Quality Energy Saving E27 B22 12w LED Bulb Lamp 220V AC, 1140 lm	pcs	23		
3	8W non maintained emergency light with exit sign	pcs	1		
	SUB TOTAL A. LIGHTING				
3.2	B.SWITCHES				
	Switches, 230V, 10A, IP20 with appropriate box in Group switching and standalone switches with all accessories				
1	Galvanized metal flush mounted one gang back box plus one gang one way screw fixed switch 16A/250V for flush mounting metal box	pcs	4		
2	Galvanized metal flush mounted one gang back box plus one gang two way screw fixed switch 16A/250V for flush mounting metal box	pcs	4		
	SUB TOTAL B. SWITCHES				
3.3	C. SMALL POWER				
	Socket outlets				
1	Squared flush mounted 1 gang back box plus 1 module screw fixed Single socket outlet. 250V, 16A 2P+E. Complete with child safe shutter for child protection	pcs	4		
2	Hand Dryer socket outlet With Double pole switch 16A-250V, flush wall mounting at 1200mm affl	pcs	1		
	SUB TOTAL C. SMALL POWER				
3.4	D. WIRING				
	Wiring with copper conductors and PVC insulation and shield, for the voltage 1KV:				
1	Roll of wires VOB 1.5sqmm, 100m, red colors (Alfa cable)	Rolls	1		
2	Roll of wires VOB 1.5sqmm, 100m, blue colors (Alfa cable)	Rolls	1		
3	Roll of wires VOB 1.5sqmm, 100m, black colors (Alfa cable)	Rolls	1		
4	Roll of wires VOB 2.5sqmm, 100m, red colors (Alfa cable)	Rolls	1		
5	Roll of wires VOB 2.5sqmm, 100m, black colors (Alfa cable)	Rolls	1		
6	Roll of wires VOB 2.5sqmm, 100m, yellow/green (Alfa cable)	Rolls	1		
	SUB TOTAL D. WIRING				
3.5	E. PIPING&BOXES				
1	HG PVC rigid conduits 25 mm of 3m with all accessories	pcs	9		

2	Bending spring 25mm	pcs	1		
3	25mm and 20mm HG PVC Couple	pcs	1		
4	4 WAYS JUNCTION BOX To be mounted for each lighting	pcs	1		
5	Perforated Cable tray 100x50mm of 3m with appropriate cover and all accessories for power supply in Duct.	pcs	9		
6	Perforated Cable tray 100x50mm of 3m with appropriate cover and all accessories for low current system in Duct.	pcs	9		
SUB TOTAL E. PIPES & BOXES					
SUB - TOTAL ELECTRICAL INSTALLATION					

4. Construction of 10 earthen ponds walkways and repartitions under greenhouse

ITEM	ITEM DESCRIPTION	UNIT	QTY	Unit Price (Taxes incl.)	Total Price (taxes incl.)
4.1	10 TILAPIA NURSERY PONDS CONSTRUCTION AND WALKWAYS REPARTITION				
1	SITE CLEARANCE				
	Clear site of all trees, bushes, shrubs and under growth including grubbing up roots and removing away from site (12520.1M) and cart away from site to an approved tip by the local Authority including Environmental Management.	SM	-		
	Excavate oversite average 300 mm deep to remove vegetable top soil and cart away from site to an approved tip by the local Authority including Environmental Management.	SM	-		
2	Surface treatment				
	Grade and compact subgrade, 100% M.D.D. as described, to receive Pavers.	S.M.	566.00		
3	Sub-base and base courses				
	Stabilised Murram base in layers of not more than 150mm compacted to 100% of compaction at optimum moisture content, 300 mm thick.	C.M	1,668		
	Supply and laying over all 10 tilapia nursery ponds bases and sub-bases with a Damp-proof membrane polythene sheeting lined and laid over the entire surface of all 10 ponds with 2mm thick	S.M	3,642		
	50mm thick concrete paving blocks 35 mpa(minimum) with kerbs on both side or 50mm concrete paving slab precast bedded, jointed and grouted in cement and sand (1:1) onto and including 30mm thick sand bed	S.M.	566		
4.2	WATER AND AIR SUPPLY AND WATER DRAINAGE SYSTEM				
1	Supply, install and connecting PVC pipes for water supply system (inlets and outlets) for all 10 tilapia nursery ponds under greenhouse:				
	Pipe PVC DE140 PN10 or $\Theta=110\text{mm}$ L=6m	pcs	15		
	Pipe PVC DE110 PN10 or $\Theta=90\text{mm}$ L=6m	pcs	15		
	Pipe PVC DE50 PN10 or $\Theta=63\text{mm}$ L=6m	pcs	15		
	Pipe PVC DE40 PN10 or $\Theta=32\text{mm}$ L=6m	pcs	15		
	Bend (elbow) PVC DE140 PN10 or $\Theta=110\text{mm}$	pcs	30		
	Bend (elbow) PVC DE110 PN10 or $\Theta=90\text{mm}$	pcs	30		
	Bend (elbow) PVC DE50 PN10 or $\Theta=63\text{mm}$	pcs	30		
	Bend (elbow) PVC DE40 PN10 or $\Theta=32\text{mm}$	pcs	30		

	Tee PVC DE140 PN10 or $\Theta= 110\text{mm}$	pcs	30		
	Tee PVC DE110 PN10 or $\Theta= 90\text{mm}$	pcs	30		
	Tee PVC DE50 PN10 or $\Theta= 63\text{mm}$	pcs	30		
	Tee PVC DE40 PN10 or $\Theta= 32\text{mm}$	pcs	30		
	Reducer PVC DE140 PN10 or $\Theta= 110\text{mm}$	pcs	30		
	Reducer PVC DE110 PN10 or $\Theta= 90\text{mm}$	pcs	30		
	Reducer PVC DE50 PN10 or $\Theta= 63\text{mm}$	pcs	30		
	Reducer PVC DE40 PN10 or $\Theta= 32\text{mm}$	pcs	30		
	Union PVC DE140 PN10 or $\Theta= 110\text{mm}$	pcs	30		
	Union PVC DE110 PN10 or $\Theta= 90\text{mm}$	pcs	30		
	Union PVC DE50 PN10 or $\Theta= 63\text{mm}$	pcs	30		
	Union PVC DE40 PN10 or $\Theta= 32\text{mm}$	pcs	30		
	Fixing covers for pipes	pcs	50		
	Piping tapes (various sizes)	pcs	30		
	No return valves (various sizes)	pcs	30		
2	<u>Supply, install and connecting air supply for all 10 ponds under greenhouse:</u>				
	Air diffusers and pipes	pcs	20		
4.3	GREEN HOUSE				
1	Supply, install and commuisioning (36x44m) Tilapia greenhouse double span height on the crop holders 2.8-3m, height coils quality DX51D, trusses, crop holders, posts 60mmx1.5 galvanized, metal crosses, profiles, metal ring 3.2cmx1.5mm and clips, iron wire 2.4mm thickness, bolts and special clamps galvanized 4.8 class, door with one safety access system, film cover 200microns, nets 40mesh, permanent top ridge ventiation width 70 cm overlapping for 50cm, plastic side skirt down-50cm from the ground level with, complete kit of 8mil or above rivulus drip tape irrigation kits to cover 1584m2 inside and accessories and all civil works and materials required for construction and operation(including 5000l water tank and its metallic stand)	LS	1		
	SUB - TOTAL CONSTRUCTION OF 10 EARTHEN PONDS WALKWAYS AND REPARTITIONS UNDER GREENHOUSE				
	<u>GRAND TOTAL COST TAX INCLUSIVE</u>				

Note that the proposed unit cost will be used if ever the quantities are increased and the lump sum proposed will be considered for the whole duration of the contract

Name and first name:

Place and date:

Certified true and sincere,

Handwritten original signature (s):

6.5. Declaration on honour – Exclusion grounds

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

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

The following are considered serious professional misconduct, among others:

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

6.6. Integrity Statement of the tenderer

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

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

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

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

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

Date

Location

Signature

6.7. Selection file – Economic capacity

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

6.8. Selection file – Technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017	
<p>The tenderer shall dispose of staff that can perform the contract properly.</p> <p>The tenderer shall include in his tender an overview of staff that will be used for the performance of the contract. In this document the tenderer lists the staff members' degrees as well as their professional qualifications and experience.</p>	<p>Names, CVs and degree certificates of the staff to be attached (please refer to the minimum required profile 5.5.2)</p>
<p>The tenderer shall dispose of his enterprise's technical equipment and means of study and research and operate quality assurance measures. The tenderer attaches to his tender a description of the measures he will operate to ensure quality along with a description of the means of study and research.</p>	<p>Supporting documents to be attached (the proof of possession or leasing of the required equipment (please refer to the minimum required profile 5.5.3))</p>
<p>The tenderer must show the following references of works delivered over the past five years.</p> <ul style="list-style-type: none"> • The interested bidders should be companies registered in construction nsector , with At least 7 years' general experience in construction works. • A list of 2 similar nature of works/projects performed over the past 7 years (Construction or extension of fish hatchery or green house construction works) proven by 2 related certificates of good completion or any other document proving good performance of these assignments. <p>The tenderer includes in his tender a list with the main works that have been delivered over the past five years including the amount and date as well as the public or private recipients. The works are backed by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the building contractor.</p>	<p>Company profile with his previous experience in the filed, with the List of similar assignments that have been performed by the Service Provider over the past 7 years to be attached (please refer to the required profile 5.5.1)</p>
<p>An indication of the proportion of the contract which the building contractor intends possibly to subcontract.</p>	<p>Supporting documents to be attached</p>

Other Documents to be submitted

6.9. Power of attorney

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

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

6.10. Criminal record certificate for the person mandated to commit for the firm.

6.11. Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**²¹ from the competent authority.

6.12. VAT Registration certificate

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

At the latest before award, the Bidder must provide a certification²¹ from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the **4th term of 2023**.

6.14. Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**²¹ (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

6.15. Non-Bankruptcy certificate

6.16. List of the similar assignments

Bidder must provide in his bid the list of the **main similar services (min. 2) performed in the last 7 years** (Construction or extension of fish hatchery or green house construction works), including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the Bidder has experience in delivering those supplies. The minimum total amount of each delivery during the last 7 years must equal or greater to the amount of this bid in euros.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 7 years	Name of the Client

²¹ In case of a consortium or a temporary association, the certificate must be submitted for all members.

6.17. Certificates of completion

For each of the listed projects (minimum 2), the Bidder must provide in his offer **the related certificates of good completion** (statement or certificate without major reservation) approved by the entity which awarded the contract.

6.18. Annexes

6.18.1. Annex 1 – Art. 4 of the Royal Decree of 26 September 1991, determining certain executive measures of the Law of 20 March 1991 governing the approval of contractors of works

The works are categorised in accordance to their nature in categories and sub-categories which are designated by means of letters and indices given below as defined by the Minister.

A General dredging enterprises

A 1 Raising of boats and salvaging of wrecks

B General hydraulics enterprises

B 1 Clearing of waterways

C General roadworks enterprises

C 1 Common sewer works

C 2 Water distribution and pipe-laying

C 3 Non-electrical signalisation of connecting roads, all sorts of non-electrical security installations, fences and screens

C 5 Bituminous reinforcement and coating

C 6 Excavation for electrical power and telecommunication cables, without connection

C 7 Horizontal shaft drilling for cables and pipes

D General building enterprises

D 1 All structural and carcass work

D 4 Sound and thermal insulation, light partition walls, false ceilings and false floors, regardless whether prefabricated or not

D 5 General woodwork, wooden roofs and stairs

D 6 Marble works and stone cutting

D 7 Ironwork

D 8 Asphalt roof covering or equivalent and waterproofing works

D 10 Tiling

D 11 Ceiling works, plastering

D 12 Non-metallic and non-asphalt cover

D 13 Painting

D 14 Glazing works

D 15 Parqueting work

D 16 Sanitary installations and gas heating installations of individual heaters

D 17 Central heating, thermal installations

- D 18 Ventilation, hot air heating, air conditioning
- D 20 Metal works
- D 21 Cleaning and renovating façades
- D 22 Metal roof coverage and zinc sheeting
- D 23 Restoration by craftspeople
- D 24 Monument restoration
- D 25 Floor and wall covering other than marble works, parqueting and tiling
- D 29 Floor screed and industrial floor covering
- E Civil engineering enterprises
- E 1 Sewer collectors
- E 2 Deep-post foundations, retaining walls, slurry walls
- E 4 Horizontal drilling of constituent elements of engineering works
- F General metal construction enterprises
- F 1 Assembly and dismantling work (exclusive of supply)
- F 2 Construction of metal frameworks
- F 3 Industrial painting
- G General earthworks enterprises
- G 1 Drilling, cone penetration and injection work
- G 2 Drainage work
- G 3 Planting work
- G 4 Special sport fields coverage
- G 5 Demolition work
- H General railroad enterprises
- H 1 Rail welding works
- H 2 Overhead power line installation
- K General mechanic equipment enterprises
- K 1 Equipment for engineering works or for industrial mechanics
- K 2 Installation of handling and lifting machinery (cranes, rolling bridges...)
- K 3 Oleomechanic equipment
- L General hydromechanical equipment installation enterprises
- L 1 Installation of pipes
- L 2 Equipment of pumping or turbine stations
- M General electronic equipment installation enterprises
- M 1 Industrial or high-frequency electronic equipment including power supply stations
- N General in-building transportation installation enterprises

N 1 Elevators, freight elevators, escalators and moving walkways

N 2 Transportation through sheaths and tubes of objects, documents or goods (pneumatic, mechanical...)

Electricity installations

P 1 Electric installations in buildings, including generators, fire and theft detection equipment, teletransmission in buildings and the surrounding, and the installation or equipment of mixed phone systems

P 2 Installation of electric and electromechanic engineering or industrial works and outside electric installation

P 3 Electricity installations of overhead electricity power lines

P 4 Electricity installations of harbour facilities

S General enterprises installing teletransmission and data management equipment

S 1 Public telephone and telegraphy equipment

S 2 Equipment for remote management, remote control and remote measurement

S 3 Radio and television broadcast equipment, radar and antenna installations

S 4 ICT and process management equipment

Special installations

T 2 Lightning conductors, reception antennas

T 3 Cooling equipment

T 4 Laundry and industrial kitchen equipment

T 6 Slaughterhouse equipment

U Waste processing installations

V Water treatment installations

6.18.2.GDPR clause (in case where service provider will process personal data)

This Annex must be used where the contractor is a subcontractor in the meaning of the GDPR, i.e. a natural or legal person which processes personal data on behalf of Enabel.

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

AGREEMENT ON THE PROCESSING OF PERSONAL DATA (GDPR)

BETWEEN:

The contracting authority Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by
[.....],

Hereinafter referred to as ‘the contracting authority’ or ‘personal data controller’.

AND:

The contractor
[.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],
in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as ‘the contractor’ or ‘processor’.

The contracting authority and the contractor are referred to separately as a ‘Party’ and are jointly referred to as the ‘Parties’.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1: Definitions

1.1. Terms such as ‘process’/‘processing’, ‘personal data,’ ‘personal data controller’, ‘processor’ and ‘personal data breach’ must be interpreted in light of data protection legislation. ‘Data protection legislation’ refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the

processing of personal data and the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
 - a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority's relate;
 - d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

- 4.1. **Legal conformity.** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.

- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.
- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.
- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR²².
- 7.2. The contractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of 30 days starting from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation. Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.
- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of that subcontractor's obligations.
- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
 - The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;

²² To be adapted in accordance with Tender Specifications.
Tender Specifications RWA20001-10036(RWA2000111)

- The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
 - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.
- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.
- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority falls under the supervision of one or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contractor's regular

office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.

- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.
- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.
- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

- 14.1 All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

- 15.1. The contractor undertakes to guarantee the confidentiality of personal data and of their processing.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
- To refer the dispute to mediation with an independent person
 - To refer the dispute to the courts of the place of establishment of the contracting authority
 -
- 18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.
- 19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]
Function: [.....]

Name: [.....]
Function: [.....]

Annex 1: Description of personal data processing activities by the contractor²³

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

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

- Personal identification data (e.g. name, address and telephone)
- Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- Biometric identification data (e.g. fingerprints, iris scan, etc.)
- Copies of identity documents
- Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- Physical data (e.g. height, weight, etc.)
- Habits of life
- Psychological data (e.g. personality, character, etc.)
- Family composition
- Leisure and interests
- Memberships
- Consumption habits
- Education and training
- Career and occupation (e.g. function, title, etc.)
- Images/photos
- Sound recordings
- National Social Security Register Number/Identification Number
- Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- Other categories of data, <Describe>

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

- Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs

²³ To be filled out by the contracting authority and the contractor.

- Data concerning health (Art. 9 GDPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data

- Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- (Potential)/(former) clients
If yes, <describe>
- Applicants and (former) employees, interns, etc.
If yes, <describe>
- (Potential)/(former) suppliers
If yes, <describe>
- (Potential)/(former) (business) partners
If yes, <describe>
- Other category
If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of following subsequent subcontractors/processors:

<Describe>

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

Name:	
Title:	
Telephone number:	
e-mail:	

Name: ²⁴	
Title:	
Telephone number:	
e-mail:	

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

Name:	
Title:	
Telephone number:	
e-mail:	

Name:	
Title:	
Telephone number:	
e-mail:	

²⁴ Identify the person responsible of the project/department/other as appropriate
Tender Specifications RWA20001-10036(RWA 2000111)

Annex 2: Security of processing²⁵

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.²⁶

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

²⁵ To be filled out by contractor

²⁶ Consideration 81 of the GDPR