



Tender Specifications ENABEL

RWA19009-10079 of June 2022

Public works contract for

**“RENOVATION OF NYARURENZI HEALTH
CENTER”**

RWANDA

Navision code: RWA1900911

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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 do not 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;

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.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4. Rules governing the public contract

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

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

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

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

⁶ Belgian Official Gazette of 21 June 2013.

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

1.5. Definitions

The following definitions apply to this contract:

- The tenderer: 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;
- 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 “**RENOVATION OF NYARURENZI HEALTH CENTER**”, in conformity with the conditions of these Tender Specifications.

For the specifications of works/BoQ and design: see the point 5 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 f items specified in the BoQ (**See also the point 5.10 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 2 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 also the bill of quantity on point 5.10 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 30/06/2022**. 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 Contractualization 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 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 **20/06/2022** 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

HAVUGIMANA, Ladislav (ladislav.havugimana@enabel.be)

and

Evariste SIBOMANA, (evvariste.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;

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 **RWA19009-10079** and the Navision code **RWA1900911**).

A compulsory site visit is scheduled on 20th June 2022 at 10:00 Am Kigali Time

A site visit will held at the following address:

Nyarurenzi Health center

Mageragere Sector

Nyarugenge District, Kigali City

Contact person: Ladislas HAVUGIMANA , 0784726363

The tender must be received **before 30th June 2022 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.

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 5.12 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: 60%.

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

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

Criteria 2: Award on the basis of the Quality and technical value of proposed material: 40%.

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.

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.

4.1. Definitions (Art. 2)

The following definitions apply to this contract:

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

4.2. Usage of digital means (Art. 10)

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

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

4.3. Managing official (Art. 11)

The management and control of contract performance are entrusted to **Ladislav HAVUGIMANA, Technical Assistant – Medical infrastructures, Tel: 0784726363, e-mail: ladislav.havugimana@enabel.be**

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

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

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

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

4.4. Subcontractors (Art. 12 to 15)

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

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

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

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

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

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

4.5. Confidentiality (Art. 18)

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

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

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

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);

- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority.

4.6. Personal data protection

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, including 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.cdcdck@minfin.fed.be
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution.

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

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function or
- 2° a debit notice issued by the credit institution or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function
or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function or
- 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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 30 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 60 calendar days** 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 $150 \times N$.

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

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

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

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

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

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

The measures as of right are:

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

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

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

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

4.24.1. Other sanctions (Art. 48)

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

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

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

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

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

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

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

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

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

The warranty period commences on the date on which provisional acceptance is given and 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,

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

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

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

4.27. 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 **RWA19009-10079** as well as the name of the managing official (**Ladislav HAVUGIMANA, Technical Assistant – Medical infrastructures, Tel: 0784726363, e-mail: ladislav.havugimana@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
2 nd instalment	Upon approval of 60% of the total works to be executed	20% of the total contract amount
4 th instalment	Upon approval of 80% of the total works to be executed	30% of the total contract amount
5 th and final instalment	Upon provision acceptance (100% of the total works to be executed)	30% 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. Specifications & Performance Requirements

5.1.1. General considerations

On the technical view point and before any execution,

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

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

5.1.2. The unit prices of the Contractor

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

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

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

5.1.3. During works execution

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

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

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

5.1.4. Security

The Contractor must always know the working environment and should adhere to the existing laws, should always adhere to the conditions of the security and police. The contractor shall always be liable to any losses caused by fire and shall always be responsible for the entire security of the site.

5.1.5. Water and electricity

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

5.1.6. Access to the Site

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

5.1.7. Implantation of works

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

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

5.1.8. Utilization of materials

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

5.1.9. Environment Protection

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

5.1.10. Consistence of unit prices

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

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

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

It is imperative that 30% of the work force to be generated should be of female sex. He should put up a system of reporting and accounting measures that allow this verification.

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

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

Prices also include expenses of site debarking and any other cost that is not to be incurred by the client.

5.2. Specifications of materials

5.2.1. General information

All materials must be the best quality and free from any shortcoming that might compromise the solidity and durability of the work for all its life time.

The contractor at the request of the client should justify their origin either by presentation of the invoice or any other document agreeable upon by both parties. The contractor must present to the client the results to all tests or exams that were requested.

All materials and tests requested will be done at the contractor's expenses and delivered to their designated places. If the quantity of materials refused exceeds 10% of the materials submitted for testing, then all the materials submitted will be disqualified. The contractor, on a permanent basis, should facilitate for easy access, the client's personnel to all quarries, factories, laboratories, workshops in order to follow up and monitor closely the execution of the tender document in whatever concerns the origin and quality of the materials.

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

5.2.2. Description of materials

5.2.2.1. Stone size and gravel

Stones and gravel shall always be collected from the best places identified. They will have qualities of healthy sandstone. Their density must be near to 2500 kg/m³ and their resistance equal or greater than 30 N/mm².

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

The quarry stones will have, as much as possible, a width doubles their height and a length doubles the width. The minimal length is 20 cm, the other measurements varying according to the relative drawing.

5.2.2.2. Gravels and sands.

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

5.2.2.3. Cement bloc.

The Cement bloc must be resistant to breaking with a compressive strength of not less than 60 kg/cm²; they should be regular, without broken corners and with a uniform color. Their dimensions should be 40cm x 20 cm x 20 cm. The length should always be 1 cm more than twice the width. Tolerance on the width of the wall is ± 1 cm. For non-obvious masonry cases the format of the cement bloc will be chosen by the contractor as long as the finished dimensions of the wall conform to the required standard.

5.2.2.4. Forged laminated Iron and steel, griddles

Iron and steel bars to be used shall be approved by the engineer; they should be strong, resistant to cold weather and with the following characteristics:

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

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

The griddle hovers must be united, shiny, of uniform thickness, without cracks nor rips. Clippings must detach themselves without breaking.

The wavy griddle will be in sheets whose measurements are those on market.

The works for putting on protective layers like galvanization, aluminum layers are made exclusively in the factory and according to the manufacturer's specifications.

5.2.2.5. Description of materials for concrete

a) Sand 0-4 mm:

The sand for concrete must come from natural layers or a crushing station. It must be free from all foreign bodies like organic matters, dusts, oxides, pyrites or silt or adhesive clays. It must not contain grains bigger than 5 mm. The equivalent of sand must be greater than 75%. The Engineer can, if

necessary, prescribe the washing of the sands. The granulometric test should be continuous with the following picture:

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

b) Gravels 5-25 mm

The intended gravels to the concrete must be free from foreign bodies like organic matters, dusts and adhesive clays. They must come of layers whose sites are proposed by the contractor but must be approved by the Engineer. Gravels should present a regular shape and should neither be long nor flat. Their toughness and origin should be from proven tests with the following granulometric picture:

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

c) The Cement

The cement must come from factories accepted by the client. The contractor will provide a certificate showing the origin of the cement. The recommended cement is the Portland type Cement class P 325. In case of doubt on the quality of the cement, the client shall request for tests at the expense of the contractor.

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

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

d) Water

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

e) Reinforcement steel bars

The steels chosen by the contractor for the execution of the market will be firstly approved by the representative of client. They should have a diameter of not less than 40 mm in calculations; the characteristics of the reinforcements with high binding are as follows:

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

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

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

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

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

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

For stirrups of Ø 6 mm, it will be used on smooth steels.

f) Making and setting up of concretes

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

g) Casing frames and their removal

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

h) Composition of concretes

Type of concrete	Dosage and application	Composition of granulates (in litres)	Resistance to the compression in 28 days
Concrete B 150	Reinforced concrete to be spread under the foundations and the base of excavation dose of 150 kg/m ³	Cement: 200kg Sand : 400litres Gravel : 800 litres	10 N/mm ²
Concrete B 250	Reinforced concrete for the slab at a dose of 250 kg/m ³	Cement : 250kg Sand : 400litres Gravel : 800 litres	16 N/mm ²
Concrete B 300	Slightly reinforced concrete for pit covers dose of 300 kg/m ³	Cement: 300kg Fine Sand : 400litres Coarse Gravel : 800litres, Gros sable : 800	16 N/mm ²
Concrete B 350	Reinforced concrete for columns slabs, and lintel. Dose at 350 kg/m ³	Cement : 350kg Sand: 400litres Gravel : 800littres	16 N/mm ²
Concrete B 350	Reinforced concrete for the slab at CT-Scan room and access way to this room with dose at 350 kg/m ³	Cement : 350kg Sand: 400litres Gravel : 800littres	16 N/mm ²

5.2.2.6. Prescriptions of materials for mortar

a) Sand 0, 03–3 mm:

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

b) Cement

The cement must come from factories accepted by the client. The contractor will provide a certificate showing the origin of the cement. The recommended cement is the Portland type Cement class P 325. In case of doubt on the quality of the cement, the client shall request for tests at the expense of the contractor.

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

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

c) Water

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

d) Composition et préparation des mortiers :

Destination	Cement Dosing (kg/m³)	Sand (litres)
Masonry of Cement bloc	250	1.200
Masonry of quarry stones (gravel)	300	1.200
Block masonry	300	1.200
Roughcasting of walls (Plastering)	350	1.200
Joining works	500	1.200

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

5.2.3. Description of masonries of Cement block

5.2.3.1. Execution of masonries:

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

5.2.3.2. The Cement block

The burnt clay bricks used will have measurements of 230x115x75mm. Their resistance to the compression will be not less than 35N/mm². This Cement blocks used will be of the artisan type.

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Cement blocks will be well fabricated, without broken corners. The best cement blocks will be selected for the obvious masonry..

5.2.3.3. The joints

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

5.2.3.4. Description of quarry stone masonries

a) Stone Masonry

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

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

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

b) Dry Masonry

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

5.2.4. PVC Pipes

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

- **Lightness:** they are light, easy to manipulate and portable in big quantities.
- **Flexibility :** flexibility permits them to adjust to curliness of trenches on the hill sides, in shallow bottoms and in other curves as according to the tracing.
- **Low prix :** they are the cheapest of all the PVC types.
- **Resistance to waters corrosiveness:** they are not attacked by the chemical agents and offer the best known resistance known.
- **Locally Available:** they are produced locally, consistently to the international norms.
- **Resistance to shocks, to sunburns and chlorine:** Since they are destined to be used under ground, they are protected against all shocks.

5.2.5. Window Glasses

Window glasses must be flat, and without any defect. Window glasses of 2.8 mm to 3.2 mm of thickness should not be used on an area lower than 1 m². Those of 3.2 mm to 4.2 mm of thickness should not be

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used on areas going up to 2.5 m². The naco lovers to be used in Windows should have a thickness of 6 mm.

5.2.6. Materials for electric installation

a) General

A proposition for the complete electric installation which is in accordance with REG regulations and according to plans must be submitted to the Engineer for approval. The installation should be made of circuit breaking boxes, thermal fuses, switches and sockets.

b) Precautions of use

In case of control and receipt of works, and in case REG is un able to supply the electricity, the contractor should have a stand by generator that has the capacity of lighting everywhere through the whole process of control and receipt of works.

c) Uniformity of the electric installation

All the electric equipment's supplied will be carefully studied chosen in order to have a uniform installation. All points of connections, switches, sockets and the different lighting points shall first be submitted to the Engineer for approval and all materials should be of the same model, color, and mark quality and from the same manufacturer.

d) Wiring system,

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

e) Mode of execution

The electric installation shall conform to the international norm and all should be done in view of public security.

f) Electric Materials

Only electric materials that conform to international standards and have prior approval of the Engineer shall be accepted.

g) Electric Conductors (Wires)

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

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Black : Neutral

Brown, Blue, Red : Live

Green yellow : Earth

Wires of Ø 1.5 mm² shall be used for lighting

Wires of Ø 2.5 mm² shall be used in sockets

h) Earth wires

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

i) Connections

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

5.2.7. Materials for painting

General note

One month before painting begins, the contractor shall present for approval by the Engineer all types of paint he intends to use on every layer. The labels on the paint should clearly indicate origin, solvents, nature of binding, etc. Paints and varnishes shall not be allowed on the site before qualitative tests are made and approved by the Engineer.

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

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

Two days before painting the contractor shall invite the Engineer to inspect and approve the area ready for painting.

All areas showing certain malformations should be repaired by the contractor. Painting will be done in 3 minimum layers.

5.3. Particular technical Specifications.

5.3.1. Site Installation

5.3.1.1. Access

There is an existing access path and roads to the site.

5.3.1.2. Local office

A local office shall be established by the contractor and shall be placed in a place agreed upon by the client. The shape and materials in the office shall be approved by the Engineer, this office shall provide good working environment as all documents relating to the present tender and reports on the progress of work on the site shall be consulted from here by the client, besides this site meetings shall be held here.

5.3.1.3. Shelter for workers, Toilets and site shed

The contractor shall construct an appropriate shelter that can be closed and locked; it shall be made of materials accepted by the Engineer. This shelter shall not be used as a store of materials it shall be used by the workers as a resting shelter and must be supplied with temporary sanitary equipment's. All shall be done to keep to the local hygienic standards.

Areas for storage of material shall be well prepared in order to avoid their contact with unwanted materials.

5.3.2. Various connections

5.3.2.1. Water and electricity

The contractor shall endeavour to get connected to the main water and electricity supply, all the costs for getting connected shall be at his expense. In case there is no public water distribution available he will have to get a permanent storage of water at the site.

5.3.2.2. Telephone and radio

The contractor shall ensure to have a fixed telephone or mobile at the site in order to have permanent link between the sites, headquarter and the client.

5.3.3. Security and site protection

The contractor is responsible for the site security. He must take all necessary measures to avoid accidents on the site and must respect all labor laws in relation to the protection of the workers. He must protect the site against theft or damages to installations or materials. He will be responsible for all this until temporary receipt of works

5.3.3.1. Water diversion

The contractor shall take necessary measures to insure the out-flow of rain water and other exhaust.

5.3.3.2. Temporary enclosure

The contractor shall insure a temporary enclosure of the site up to the end of the works, this will be demolished and the surrounding restored.

5.3.3.3. Site sign board

The contractor shall put in place a site sign board of the following dimensions (length = 1,5 m ; height = 2,40m) having the following text :

Republic of Rwanda

Project: Renovation of Nyarurenzi health center

Client: Nyarugenge District

Funding Agency: Enabel

Enterprise:

Execution Time limit:..... months

5.3.4. Felling and Extraction of Trees

The felling and uprooting of trees concerns all trees being in the surrounding of works. This work applies to trees with a circumference of 1 to 1.50 m above soil. Remnants of deforestation will be evacuated out of the site and taken to a place accepted by the Engineer. Holes created by these works will be filled and compacted. In any case the Engineer reserves the right to show which trees should or should not be removed.

5.3.5. Bush Clearing

5.3.5.1. Removal of vegetation

Only bushes and vegetation in the surrounding of works shall be removed. The contractor arranges their removal and evacuates them out of the site or destroys them at his expense.

5.3.5.2. Protection of vegetation

The contractor must protect efficiently, by means accepted by the District, trees and bushes planted long the limits of the site, as well as those of which the client asks for their conservation. He is prohibited from either cutting to pruning trees without the agreement of the District. Penalties, in case of no observation by the contractor of the instructions of the client, are envisaged and shall follow regulations in Rwanda in matters of environmental protection. Besides, trees or plants removed or damaged without the consent of the client shall be replaced by the contractor at his expense.

5.4. Supply and Leveling of Soil on the Site

5.4.1. Supply of arable soil

The mode of removal is left at the initiative of the contractor provided he respects the clauses in the tender document and that their removal shall not damage the existing infrastructures.

5.4.2. Leveling of arable soil

The arable soil is leveled to a thickness of 20 cm especially for the soil in which some plantations will be done. The contractor shall ensure that no rubbish or garbage is mixed in this soil.

5.5. Transport and Evacuation of the Soil

The means of transport to be utilized on site for the evacuation and transport of the excess soil should not provoke or cause any damage to the excavations in progress, or to the existing infrastructures and other facilities. The excess soil becomes a property of the contractor and shall be deposited on a site of his choice provided it is in accordance with environmental regulations

5.5.1. Excavations

The excavation or terracing works shall be done mechanically by hand.

5.5.1.1. Excavation of the top soil

Terracing and excavation of the top soil shall conform to the following:

- the removal of the soil and its evacuation
- Works and supplies necessary to the good execution of works and the security of the site.
- Cleaning, sorting and temporary stocking of some materials whose reuse is envisaged.

5.5.1.2. Excavation for the embankments

Excavations for embankments should conform to:

- The weeding and garbage removal on the land to embank, as well as the evacuation of these products outside of the site.
- The filling of the pits with the soil, in case it is not enough soil from another identified site is brought provided it got prior approval by the Engineer.
- The compaction of embankments

Before the constitution of embankments, the contractor must clean the area and must get it free of roots, stumps etc.

Embankments will be executed by successive layers of 10 to 15 cm to the maximum and according to the suitable compaction material. Soil will be added progressively and leveled horizontally watered and compacted.

The prescribed compactness must be at least equal to 90% of the optimum modified Proctor.

Materials used in embankments, must be free from any organic matters and other impurities.

5.6. Common Prescriptions to all Excavations

5.6.1. Measurements of excavations

Excavations for foundations, pipeline, drainage, ditches, etc. , are opened according to measurements that permit works verification without difficulties. The calculation of quantities in cubes shall be made in accordance to the planned measurements for the excavations.

5.6.1.1. Partitions of excavations

Partitions of excavations will be vertical; however, if crumbling is feared during works, they will be sloped.

5.6.1.2. Depth of excavations

The depths of excavations are leveled according to the plan or the horizontal successive plans, in the steps form and consistently to plan.

5.6.1.3. Access to excavations

The appropriate accesses to the bottom of the excavation are established and maintained in good state, and should conform to security norms.

5.7. Control measures

The work is consistently traced from the plan by the contractor. With the completion of terracing works the engineer proceeds to the control of levels and the tracings for the excavations. However these controls do not remove any responsibility of alignment, levels or corners from the contractor.

5.8. Surface Concrete

The surface concrete is constituted by the concrete B 200. It will be poured into the excavations, consistently to plan. It should have a thickness of 5 cm and its width equal to the size of the excavations.

5.9. Stone masonry

5.9.1. Destination of masonry

Foundations shall be made of stone Masonries. This uses mortar of M 300. Different levels of the plan shall indicate where they should be used.

5.9.2. Cement mortar tread on the foundation

The stone foundation should be followed on its top by a tread of concrete covering its entire periphery. This layer serves as anti-termites; it should have a thickness of 5 cm and a width equal h to the thickness of the wall (40 cm.). Its composition is the concrete of sand B 250.

5.9.3. Protection against the ascending humidity:

An asphalt layer to prevent the rise of the humidity in the masonry is utilized; it covers the surface between the base of the stone masonry and the burnt bricks masonry.

5.9.4. Burnt clay bricks elevation masonry

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Burnt clay bricks masonries is used in the elevation of walls. Plans indicate the exact use in accordance with the types and thickness. These masonries have the respective thinkness of 230mm for all walls external walls.

CT-Scan room walls must have a thickness of 345mm equal to 1½ bricks.

5.9.5. Ventilation

Ventilation will be achieved by using confined ventilators preferably made of burnt soils or other available materials having the Engineer's approval before utilization.

For the Operating Theatre use the air handling unit with the following technical specifications: Nominal cooling capacity: 55000BTU/hour. Indoor unit: Power supply: 220-240VAC 50HZ 1 phase, Air flow: 1720/1550/1340/1170 CFM. Outdoor unit: Power supply : 380-415 VAC 50HZ 3 phases with at least two air filters or equivalent, or higher.

5.9.6. Reinforced concrete lining.

The reinforced concrete utilized is the B 350 type. The frames will be made up of at least 4 steel bars of Ø 10 mm in the longitudinal sense and Ø 6 mm for the horizontal all 15 cm. However plans will be describe the frames in details.

5.9.7. Frameworks

5.9.7.1. Timber frameworks.

The timber frameworks shall be made in accordance to plans. All the timber to be utilized for these frames should be of eucalyptus or any other with the same mechanical characteristics. Frameworks will have the exact measurements indicated on plans; they should be assembled in a regular and a proper manner. They will immediately be raised tom the top as soon as their assembling is completed and protected against attacks by termites. The contractor shall ensure that they are well positioned. They must be strongly attached to the other elevated structures and the lintel, they are held to the wall by an intermediate timber of 20 cm x 20 cm. All structures (Frameworks, rampant, rafters etc) must be tightened together to avoid their being flown up by wind estimated at 110 kg/m² and to be able to support a weight equal to 100 kg, representing a worker's weight intervening on top of them . The different elements of the framework will have the following minimal measurements:

- | | |
|----------------------------|-----------------|
| - Major frames and rampant | : 10 cm x 15 cm |
| - Pannes | : 05 cm x 15 cm |
| - Rafters | : 05 cm x 07 cm |

NB Rafters will be used if the covers are made of tiles, but if it is to be covered by iron sheets they will be directly fixed on the panes.

5.9.7.2. Metallic frameworks

If metallic frame works are to be utilized, linear steel, bars prefabricated and will be brought to the site, they will be held together by welding and they should be welded according to plan and the dimensions in the plan. Always the contractor must seek approval of the Engineer.

5.9.7.3. Welded Assemblies: constructive Arrangements to respect

The height of welding cords won't be lower than 3mm. it should have even accumulation of soldering in one point.

In the case of welding tip to tip or conjugation of a welding boils to tip and a welding of angle, meetings of assemblies in shape of T are admitted, while meetings in shape of cross are to be avoided.

In the case of an assembly of piece angle forming tried, it is recommended to truncate the top of the secondary piece of the assembly

Except special justifications, recommended are:

- Not to bring back some perpendicular welding cords to the axial effort on the surface of a tense wing
- Not to weld dishes of superior thickness to 30mm

5.9.7.4. Drawings of execution

For the execution of all metallic construction, the contractor will design all drawings including their details to define all elements of the construction precisely.

On the detailed drawings, the contractor will consign complete way:

- Arrangements of assemblies
- The adjusted ends
- Measurements of welding cords and their order of execution
- Beams.

In case the project is modified during the execution of works, drawings and calculations will be rectified so that the finished work is defined precisely by these pieces.

5.9.8. Roofing

5.9.8.1. Roofing is done by using galvanized iron sheets (28 BG).

Roofing will be done by using iron sheets (BG 28), similar to the existing

The uniform weight distributed for a scope of 2,75 ms between supports must be able to reach 95 kg/m² for 2 continuous bays, with a lower arrow to 1/200 of the reach.

The fixing of the iron sheets to the metallic frames will be by Ø 63mm hooks, with small discs in PVC hoods. The longitudinal recoveries will follow the manufacturer's prescriptions according to the product and the slope of the roofing. All measurements shall assure the strict tightness. They are notched according to the profile of ferries with tilted wings to 10%. Their development is 610 mms and

the recovery of 260 mm wings. Joint foams to closed cells cut up according to the profile will assure the tightness.

5.9.8.2. Gutters for the descending water

Gutters made in PVC will be installed for the descending water; they should not less than 200mm of diameter. All descending water must be through the PVC gutters. The nominal diameter for small roofing will be 110 mm minimum while for large roofing it shall be 160 mm minimum. They will end, in an elbow at the lower end towards the discharging end.

5.9.9. Ceiling with PVC boards

The ceiling will be made of the under-ceiling and the proper ceiling.

The under-ceiling is constituted of rafters of eucalyptus section of 5cm xs 5 cm anchored in the wall masonry and is fixed solidly to the structure of the framework, in way to avoid any movement in the horizontal or vertical plan.

The proper ceiling consists in a flat surface fixed to the sub ceiling by means of laths in wood of eucalyptus of 1,5 cm x 5 cm of right section, nailed on the frame.

This flat surface has a variable constitution:

- when it is in red or plain plywood , the ceiling is called plywood ceiling .
- when it is in braids of papyrus plaited, the ceiling is called a papyrus ceiling
- when it is in tiles of papyrus supported by metallic son assembly, the ceiling is called papytex ceiling.

5.9.10.Carpentry and joineries

5.9.10.1. Wooden joinery

In general, doors will be provided of first quality lock, KALE type or similar.

They are to execute with the biggest care according to details of execution plans. All settings of doors and windows are profiled HS.

5.9.10.2. Wooden doors.

The wood must be the dry type. Wood will be healthy, very dry, regular, of a state lower hygrometric to 15% , without knots decorates with moldings, Doors in used TRIPLEX will be the best quality and their settings will be in wood. Wood will be protected, by a suitable painting layer, against the infiltration of the rain waters. The contractor shall ensure that all doors are well set and that they close correctly.

5.9.10.3. Wooden windows:

Settings will be fixed in the masonry and will be anchored on more than 10 cm in walls. The sense of closing must be such that doesn't embarrass the working of buildings. The detail must be according to the plans

5.9.11. Plastering and painting

5.9.11.1. Cement mortar plaster

Plastering is usually executed when all hard work on construction is finished and should be done immediately when the masonry work has dried up. It is important to understand the following preparations before plastering and coatings or painting

- removal of any dirt, grease, dusts, clay etc
 - removal of protruding nails and other non smooth foreign bodies
 - cleaning and leveling flat all objects that are not flat
- After this apply the single layer of coating made of cement mortar with a 350 kg/m³ composition. The thickness of the plaster should be between 1.5 cm to 2 cm and the wall surface must be flat.

First layer

This layer, called layer of grapping, has 5 mm of thickness. Its mortar is prepared with the thick sand.

Second layer

A second layer or layer of smoothening has 5 cm of thickness.

It is executed with a mortar prepared with the thin sand (lower diameter to 0.2 mms).

5.9.11.2. Coating of local flat stones

The surface of the layer must be compacted and leveled. It must receive a layer of sand of 5 cm of thickness. Stones are carved and are thinned until a regular thickness of 15 to 20 cm.

The organized coating of layers on burnt soil is identical to the coating in local flat stones, but it has a uniform thickness of 10 cm.

5.9.11.3. Plinth of cement mortar

Plinth of cement mortar have a thickness of 1,2 cm, a height of 15 cm, with a dosage in cement 350 kg/m³s.

5.9.11.4. Tiles of ware

Products to use are foreign source, since the local production doesn't exist.

The pose is achieved with prepared mortar cement, spread out, drawn to the rule, compacted and cuffed. The thickness of the tread thus achieved varies 3 to 5cm. Tiles are put and are stalled while verifying leveling.

Joints between tiles (3 to 8 mm of width) are filled of a grout of cement mortar 24 or 48 hours after the pose of the tiles. The cleaning of the whole work is done by means of dilute hydrochloric acid.

5.9.11.5. Painting

Paints to be used are local products. They must however be chosen from those with international standards and they should be approved by the Engineer/Client.

5.9.12. Flooring

5.9.12.1. Stone under floor with tread of thin cement

The under floor made of stones should be of 10 to 20 cm in which concrete is put. The first layer should not exceed a thickness of 15 cm. This shape can be achieved while mixing stones of different sizes, gravel and sand. On top of the under floor with a thin tread of cement of about 5cm of thickness can be put and thin polyethylene of not less than 90 m of thickness. This thin layer of polyethylene will play the role blocking the upcoming humidity.

The cement for this layer is made at a concentration of 250kg/m³. After this a smoother layer of nearly 1.5cm of thickness will be put. Some times on top of the mixture of the different sizes of the stones can be put burnt brick pieces that will facilitate the better binding of the cement.

Veranda floor shall be of 60 cm to 180 cm of width making a 40 cm channel and will put all around the building. Its upper layer will be smoothed with cement and protected at its sides by small bricks or stones according to availability.

5.9.12.2. Operating theatre

Smooth, impervious, and washable floor finish inside the operating theatre with product like Sika, Mastertop, etc.

5.9.13. Electricity

All major connections from the public line shall be done by the contractor with an approval of EUCL. Installations shall supply 220/380 volts, 50/60 Hz. In the counters the tension shall be 3x380V between live wires and 220V between live wires and the neutral.

5.9.13.1. General

The installed materials should be new, of recent conception and made of the required quality.

Materials for installation, for example wires, switches should have proper dimensions to fit their working. All parts of the installation should be if possible the same set or the same range. This applies particularly for the relay wires, sockets, switches and fuses. The necessary plans to the realization of the installation must be defined by the contractor and should show the following:

- manufacture plans
- Installation plans
- pedestal plans
- The electric diagrams
- wiring diagrams

- And the description of the facilities and working capabilities after having installed them.

5.9.13.2. Setting up of cables and the protective tubes

The length of the cables, wires should be extended in order to allow their easy connection and adjusting.

5.9.13.3. Equipment installations

The equipments or devices should be installed and connected in a such way to allow easy access.

5.9.13.4. Main switch and the distribution box

The equipments for the distribution box like the switches, command buttons , fuses etc. are provided with signaling table. Diagrams of interior connections and adjusting (circuits, fuses) are supplied as in set built.

5.9.13.5. Reception of the installations

The reception of the installations is done in order to control the functioning of the system and to make sure the installation is in conformity with the bid. It is done in the presence of all parties to the contract and a report showing the conformity and the poorly done parts are shown. The contractor is asked to repair the poorly done parts in an agreed fixed limited time indicated in the report.

The control is done in relation to the following:

- in conformity to the bid offer
- in respect to the legal and contracted prescriptions .

The operational control is done in relation to the following:

- The control and security equipment
- the electric tensions between networks of command and supply

5.9.13.6. Documents to be supplied by the contractor

At the temporary reception time the contractor should supply the following documents as part of the reception:

- Diagrams for all the electric installations showing the principle scheme and details of installations of all cables and the technical documents for all the installed facilities. All documents will be supplied in 3 copies for a better control.

5.9.13.7. Distribution board

The conception of the distribution boxes should follow REG recommendations. These boxes shall be built in the walls at the plastering time. A model of the to be used boxes shall be bought first and presented to the Engineer for approval.

5.9.13.8. The main switch box

The main switch box shall be built in the wall. The fuses shall be electromagnetic in order to control short circuits. The contractor should remember to supply adequate equipment in order to insure balance in different circuit conductors.

All circuits shall be connected to the earth and partitioned as follows:

- 8 lighting points to the maximum (fuses of 10A)
- 8 sockets the maximum (fuses of 16 A)

Each of division boxes shall be connected to the main switch by a cable of the NVY type or a similar one.

5.9.13.9. Electric Current supply

The electric current to be supplied should be the earthed mono or tri-phase. The models and quality should be presented to the client for approval. The installation should conform to the original plan.

Height of installation: 40 cm on top of the finished soil. To the humid places the cables should be well insulated.

5.9.13.10. Single directional switches

The installations should conform to the original plan and respond to the special instructions on electric installations. The switches should be placed 110 cm above the finished floor level and on the side of the opening door handle.

5.9.13.11. Double directional switches

The installations should conform to the original plan and respond to the special instructions on electric installations. The switches should be placed 110 cm above the finished floor level and on the side of the opening door handle.

5.9.13.12. Lighting points.

The supplied materials for lighting should be new and of the first quality. It should be brought up and well connected to offer the required service. All lighting points should be equipped with fluorescent tubes whose models should first be supplied to the client for approval.

5.9.13.13. Distribution cables

The cables shall be laid in PVC tubes of Ø 16mm. The materials for fixing and connecting the extremities of the cables should be included in the unit price.

5.9.14. Water and sanitary installations

5.9.14.1. Documents to be supplied

Before beginning works, the contractor should provide all necessary information and execution plans to the completion of works based on the plans and descriptions provided by the study, the contractor provides all schemes and tracings of different drainage channels and their installations.

Before the temporary receipt, the contractor should provide two sets of plans guiding all facilities, with the technical features of the material to be used.

To the temporary receipt, he should provide a sign of documents that shall facilitate:

- the utilization and upkeep of facilities
- the nomenclature of the material installed, with indications of source,
- the whole of execution plans indicating the real state of the installation, modifications, and addition that will have been decided in the process of execution

5.9.14.2. Water connection and distribution

The water connection to the external distribution point shall be at the expense of the contractor. The internal and external water pipes shall be galvanized tubes or PVC and shall be laid at least 80 cm deep on top of a layer of sand with a thickness of 15 cm . The backfilling shall be done in layers, the first layer shall be that of sand with 15 cm of thickness followed by successive layers of compacted materials free of organic matter.

5.9.14.3. Water Distribution

The interior water pipes should be only galvanized tubes and should be laid technically. The state of laid and conned pipes should always be verified for any malfunctions before speeding up to finish the whole work.

5.9.14.4. Water Drainage

The water to be drained away from the building should be:

- Rain water from the roofs
- Water and other residues from toilets, washing places, kitchen and bars.

5.9.14.5. Drainage of used water.

The drainage system for used water (waters flood and domestic waters) and rain waters should be separated and this is achieved by use of PVC pipes of different sizes in diameters (Ø63mm to Ø110mm).

Waters coming of the interior toilets and kitchens shall be canalized toward a system of purification (septic pit) in which it should undergo treatment before its external dismissal. Before the beginning of the excavation works, plans and detail of the septic pit and the chosen area for the implantation shall first be approved by the Engineer.

5.9.14.6. Sanitary equipment to be fixed

All anticipated devices shall be well fixed, these shall include pipes, taps and other accessories needed for better adjustments. They must be obtained from the same manufacturer, white in color and first choice. Joints between devices and partitions against which they will be fixed will be achieved by adhesive and elastic putty. They will be connected to conductors made of chromium-plated copper. Taps shall be chromium-plated with protrusion of the tap nozzle of about 85mm.

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5.9.15. External clearing

5.9.15.1. Restricted areas

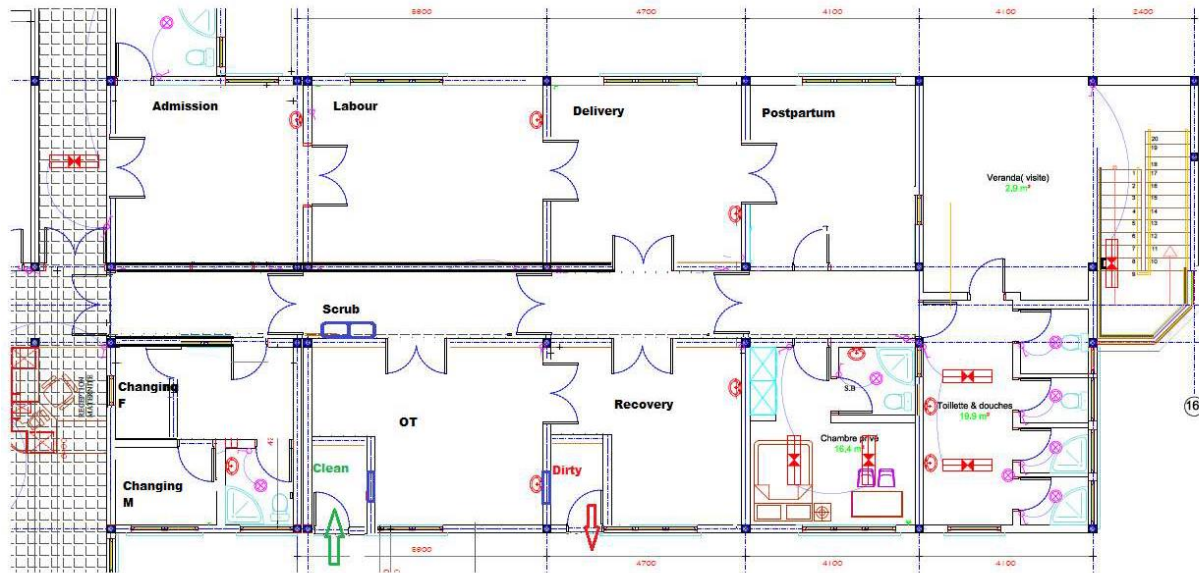
Areas that are left free are planted with pasparum. This involves bringing in fresh soil that is spread over the whole area to make a thickness of at least 5cm into which the pasparum is planted and watered until it fixes and germinates well.

5.9.15.2. Tree planting

The choice of the trees to be planted shall be proposed by the contractor and accepted by the client, and the method of planting is the appropriate one and approved by the Engineer.

5.10. BILL OF QUANTITIES OF RENOVATION OF NYARURENZI HEALTH CENTER (please refer to the tender form – Prices – point 6.4.)

5.11. MATERNITY AND C-SECTION OPERATING THEATRE



5.12. MINIMUM TECHNICAL REQUIREMENTS - QUALIFICATION AND EXPERIENCE

5.12.1. Minimum Required experience of the company

The company should have the following experience:

- At least 5 years' general experience in construction works
- A list of 2 similar nature of works performed over the last five years (Construction or renovation of health facilities) **proven by 2 certificates of good completion or any other document proving good performance of these assignments**
- The tenderer is required to fill the form containing the technical specifications and propose clearly what is offered in line with the proposed technical specifications

5.12.2. Minimum Required qualification and experience of the key experts

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

1. The qualifications and experience of One (1) director of project/Team leader:

- At least Bachelor's degree Civil engineer/Architect or equivalent with copy of degree certificate
- At least 3 years' general experience in construction industry
- At least one (1) similar work performed in construction or renovation of health facilities **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 (certificate 2022)

2. The qualifications and experience of One (1) site foreman

- At least A2 level in Construction / Public works or equivalent with copy of diploma or degree certificate
- At least five (5) years of general experience in construction area
- At least three (3) years of experience as site foreman in construction works
- At least one (1) similar work performed in construction or renovation of health facilities **proven by certificate of good completion or any other document proving good performance of the assignment**

3. The qualifications and experience of One (1) electrician:

- At least A2 level in electricity or equivalent with copy of diploma or degree certificate
- At least five (3) years of experience in building installation
- At least one (1) similar work performed in construction or renovation of health facilities
- Certificate of compliance for all electrical installations by RURA

4. The qualifications and experience of One (1) carpenter,

- At least A2 or A3 level in carpentry works or equivalent with copy of diploma or degree certificate
- At least A3 level in carpentry works or related field
- At least three (3) years of experience (construction of roof, and ceilings)
- At least one (1) similar work performed in construction or renovation of health facilities **proven by certificate of good completion or any other document proving good performance of the assignment**

5. The qualifications and experience of One (1) plumber:

- At least A3 level in plumbing works or equivalent with copy of diploma or dedree certificate
- At least three (3) years of experience in building installation
- At least one (1) similar works performed in construction or renovation of health facilities **proven by certificate of good completion or any other document proving good performance of the assignment** completion

6. The qualifications and experience of One (1) Building painter

- At least three (3) years of experience in building painting
- with atleast 2 similar assignment proved **by good completion certificate (s) or other relevant documents**

5.12.3. Minimum Required equipments (to be used in selection stage)

The company should have the following minimum equipment:

- 1. at least One auto power welding machine**
- 2. at least One motorized concrete mixer of at least 1m3 capacity**
- 3. at least One truck benn with 5m3 of capacity**
- 4. at least One pick up (camionnette)**

Item N°	Description of the required equipment	Proposal	Comments/proof	
	One auto power welding machine with proof of possession or leasing			
	One motorized concrete mixer of at least 1m3 capacity with proof of possession or leasing			
	One truck benn with 5m3 of capacity with proof of possession or leasing			
	One pick up (camionnette) with proof of possession or leasing			

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

5.13. Execution and warranty period

- The construction period shall not exceed 60 calendar days;
- Overall Contract duration: maximum 60 calendar days (two months)
- The minimum warranty period is 12 month

5.14. 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.

Only minor deviations will be tolerated. A cumulation of minor deviations (**more than 15 minor deviations**) will be considered as major deviation and will lead to the rejection of the bid and **any major deviation from the technical requirement**, will automatically lead to the rejection of the bid. “if selected, 1 minor deviation = -1 point

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

A. Materials

Item N°	Description of materials with specifications	Specifications offered	Notes, remarks, ref to documentation & standards	Evaluation committee's notes
1	Stone size and gravel			
	Stones and gravel shall always be collected from the best places identified and approved by the engineer/Client. They will have qualities of healthy sandstone			
	Density must be near to 2500 kg/m ³			
	Resistance equal or greater than 30 N/mm ²			
	The minimal length is 20 cm			
2	Gravels and sands.			
	Gravels and sands will be extracted from the best quarries approved by the engineer/Client			
	should be well washed and purified to remove silt before their utilization			
	Minimal resistance is 30 N/mm ² s.			
3	Cement blocks			
	The Cement blocks must be resistant to breaking with a compressive strength of not less than 60 kg/cm ²			
	should be regular, without broken corners and with a uniform color			
	Dimensions should be 40cm x 20 cm x 20 cm			
	The length should always be 1 cm more than twice the width. Tolerance on the width of the wall is ±1 cm			

	Forged laminated Iron and steel, griddles			
	Apparent elasticity limit: 4200kg/cm ² (420mpa) (> 480 N/mm ²)			
	Tensile stress: 5000kg/cm ² (500mpa) (240 N/mm ²)			
	Compressive stress: 14% (< 10%)			
Item N°	Description of materials for concrete			
1	Sand 0-4 mm:			
	The sand for concrete must come from natural layers or a crushing station			
	It must not contain grains bigger than 5 mm			
	The equivalent of sand must be greater than 75%.			
	The granulometric test should be continuous with the following the picture as described in point 5.2.3 – a)			
2	Gravels 5-25 mm			
	The intended gravels to the concrete must be free from foreign bodies like organic matters, dusts and adhesive clays			
	Their toughness and origin should be from proven tests with granulometric as described in point 5.2.3 – b)			
3	The Cement			
	The recommended cement is the Portland type Cement class P 325,			
4	Water			
	The Water for concrete mixing must be clean, clear and odourless.			
	It must not contain matters in abeyance beyond 2 grammes of litre			
5	Reinforcement steel bars			
	Apparent elasticity limit: 4200kg/cm ² (420mpa)			
	Tensile stress: 5000kg/cm ² (500mpa)			

	Compressive stress: 14%			
	<p>The properties of round and smooth reinforcement bars are as follows:</p> <ul style="list-style-type: none"> - Normal elastic limit: 2200kg/cm² (220 mpa) - Tensile stress: 3400kg/cm² (340mpa) - Compressive stress: 25% 			
	<p>The reinforcement iron bars for concrete are the high tensile and high adherence type with a diameter of not less than 40mm, with the following characteristics:</p> <ul style="list-style-type: none"> - Elastic limit : 400 N/mm² - Tensile stress : 480 N/mm² 			
6	Making and setting up of concretes			
	All concretes are made mechanically, except if the quantity of the concrete to be made on the site is lower than 1 m ³			
	All precautions should be taken such that the temperature at the time of concrete setting is not greater than 40 ° C			
7	Casing frames and their removal			
	All reinforced concrete will be made in casings of wooden frames.			
	Framings will be strong enough to resist the weight and to the thrust of the concrete works.			
	The vertical part of the frames can be removed 48 hours after setting but the horizontal ones should never be removed in less than 15 days. The contractor is not allowed to remove the frames before the guarantee of the client's representative.			
8	Composition of concretes			

	Type of concrete	Dosage and application	Composition of granulates (in liters)	Resistance to the compression in 28 days			
	Concrete B 150	Reinforced concrete to be spread under the foundations and the base of excavation dose of 150 kg/m ³	Cement: 200kg Sand : 400litres Gravel : 800 litres	10 N/mm ²			
	Concrete B 250	Reinforced concrete for the slab at a dose of 250 kg/m ³	Cement : 250kg Sand : 400litres Gravel : 800 litres	16 N/mm ²			
	Concrete B 300	Slightly reinforced concrete for pit covers dose of 300 kg/m ³	Cement: 300kg Fine Sand : 400litres Coarse Gravel : 800litres, Gros sable : 800	16 N/mm ²			
	Concrete B 350	Reinforced concrete for columns slabs, and lintel. Dose at 350 kg/m ³	Cement : 350kg Sand: 400litres Gravel : 800littres	16 N/mm ²			
	Concrete B 350	Reinforced concrete for the slab at CT-Scan room and access way to this room with dose at 350 kg/m ³	Cement : 350kg Sand: 400litres Gravel : 800littres	16 N/mm ²			
Item N°	Descriptions of materials for mortar						
1	Sand 0, 03–3 mm:						
	The sand for mortar should come from natural layers or crushing stations. It should be free from all foreign bodies like; organic matter, dusts, silt or adhesive clays.						

	Spindle granulometric is continuous, sieving through meshes between 0.03 mm and 3 mm					
2	Cement					
	The recommended cement is the Portland type Cement class P 32.5,					
	The cement will be delivered in intact sacks and stored in water tight stores					
3	Water					
	The Water for concrete mixing must be clean, clear and odourless. It must not contain matters in abeyance beyond 2 grammes of litre. It must not provoke, on the cement, any chemical reaction that would prevent it from holding					
4	Composition et préparation des mortiers :					
	Destination	Cement Dosing (kg/m³)	Sand (litres)			
	Masonry of Cement bloc	250	1.200			
	Masonry of quarry stones (gravel)	300	1.200			
	Block masonry	300	1.200			
	Roughcasting of walls (Plastering)	350	1.200			
	Joining works	500	1.200			
Item N°	Description of masonries of Burnt clay bricks					
1	Execution of masonries:					
	All finished walls must be flat. Foundations must be horizontal. Joints have a uniform thickness of 1 cm. The vertical joints alternate themselves. Cement blocks are joined by a back fill of M 250 mortar.					

2	The burnt clay bricks			
	Measurements of 190 x 90 x 90 mm.			
	Resistance to the compression will be not less than 15N/mm ² .			
3	The joints			
	The thickness of joints won't exceed 10 mm.			
	A middle thickness of 10 mm should be taken for optimum.			
Item N°	Description of quarry stone masonries			
1	Stone Masonry			
	The stones to be used for masonry are those without visible fissures			
	The masonry will be executed according to rules of the art and the prescribed mortar is the M 300			
	At least not more than a third of the stones should be put to protrude through the thickness of the wall.			
	The spaces between quarry stones should not exceed 6 cm, and should be filled with mortar.			
2	Dry Masonry			
	The dry-stone masonries are identical to masonries in stones, but their joints are not joined by mortar.			
Item N°	Description of PVC Pipes			
	Lightness: they are light, easy to manipulate, and portable in large quantities.			
	Flexibility: flexibility permits them to adjust to the curliness of trenches on the hillsides, shallow bottoms, and other curves, according to the tracing.			
	Low price: they are the cheapest of all the PVC types.			

	Resistance to water's corrosiveness: they are not attacked by the chemical agents and offer the best-known resistance known.			
	Locally Available: they are produced locally, consistently to the international norms.			
	Resistance to shocks, to sunburns and chlorine: Since they are destined to be used underground, they are protected against all shocks.			
	Window Glasses			
	Window glasses must be flat, and without any defect.			
	Window glasses of 2.8 mm to 3.2 mm of thickness should not be used on an area lower than 1 m ² .			
	Those of 3.2 mm to 4.2 mm of thickness should not be used on areas going up to 2.5 m ² .			
	The NACO lovers to be used in Windows should have a thickness of 6 mm.			
	For the Operating Theatre use double glasses cathedral type 4mm (windows blocked and not opening)			
Item N°	Description of Materials for electric installation			
	Installations, materials and code must be compliant with RSB and/or BS standards. A proposition for the complete electric installation which is in accordance with REG regulations and according to plans must be submitted to the Engineer for approval. The installation should be made of circuit breaking boxes, thermal fuses, switches and sockets.			

1	Precautions of use			
	In case of control and receipt of works, and in case REG is unable to supply the electricity, the contractor should have a stand by generator that has the capacity of lighting everywhere through the whole process of control and receipt of works			
2	Uniformity of the electric installation			
	All the electric equipment's supplied will be carefully studied chosen in order to have a uniform installation			
3	Wiring system			
	All electric wires will be put in PVC tubes, which should be embedded in the wall before plastering or are put up in the ceiling			
4	Electric Conductors (Wires)			
	Black : Neutral Brown, Blue, Red : Live Green, yellow : Earth Wires of Ø 1.5 mm² shall be used for lighting Wires of Ø 2.5 mm² shall be used in sockets			
5	Earth wires			
	The earth wires must be of equal or bigger size to the live wires and the resistance of the earth wires should be at least 10Ω.			
6	Connections			
	Connections are executed consistently up to the level of derivation boxes enter the sockets or switches. It is prohibited to have wire connections			

	or junctions in between wires, all connections should be in derivation boxes.			
Item N°	Description of Materials for painting			
	Paints must possess a high stability to dyes, light and the atmospheric agents (alkalis, water, CO2 and other aggressive agents).			
	Two days before painting the contractor shall invite the Engineer to inspect and approve the area ready for painting.			
	All areas showing certain malformations should be repaired by the contractor. Painting will be done in 3 minimum layers.			
	Two days before painting the contractor shall invite the Engineer to inspect and approve the area ready for painting.			
	Prepare and apply three coats of Latex painting on walls internally, and three coats of silk vinyl emulsion paint on external walls.			
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic parts (metallic doors, windows, gutters handrails and guardrails)			
	Particularly for the Operating Theatre, use smooth and washable wall paint inside the operating theatre on the walls, and antifungal paint on the slab inside the false ceiling in the operating theatre, approved by the Engineer or Client.			
Item N°	Technical Specifications			
1	Site Installation			

	There is an existing access path and roads to the site.			
	A local office shall be established by the contractor and shall be placed in a place agreed upon by the client			
	The contractor shall construct an appropriate shelter, Toilets and site shed for workers			
2	Various connections			
	The contractor shall endeavour to get connected to the main water and electricity supply, all the costs for getting connected shall be at his expense			
	The contractor shall ensure to have a fixed telephone or mobile at the site in order to have permanent link between the sites, headquarter and the client.			
3	Site sign board			
	The contractor shall put in place a site sign board of the following dimensions (length = 1,5 m ; height = 2,40m)			
4	Supply and Levelling of Soil on the Site			
	Supply of arable soil			
	Levelling of arable soil			
5	Transport and Evacuation of the Soil			
	The means of transport to be utilized on site for the evacuation and transport of the excess soil should not provoke or cause any damage to the excavations in progress, or to the existing infrastructures and other facilities			
6	Excavations			

	Excavation of the top soil			
	Excavation for the embankments: Embankments will be executed by successive layers of 10 to 15 cm to the maximum and according to the suitable compaction material. Soil will be added progressively and levelled horizontally watered and compacted. The prescribed compactness must be at least equal to 90% of the optimum modified Proctor			
7	Common Prescriptions to all Excavations			
	Measurements of excavations			
	Partitions of excavations			
	Depth of excavations			
	Access to excavations			
	Control measures			
8	Surface Concrete			
	The surface concrete is constituted by the concrete B 200. It will be poured into the excavations, consistently to plan. It should have a thickness of 5 cm and its width equal to the size of the excavations			
9	Stone masonry			
	Foundations shall be made of stone Masonries. This uses mortar of M 300. Different levels of the plan shall indicate where they should be used.			
10	Cement mortar tread on the foundation			
	The stone foundation should be followed on its top by a tread of concrete covering its entire periphery. This layer serves as anti-termites; it should			

	have a thickness of 5 cm and a width equal h to the thickness of the wall (40 cm.). Its composition is the concrete of sand B 250.			
11	Protection against the ascending humidity			
	An asphalt layer to prevent the rise of the humidity in the masonry is utilized; it covers the surface between the base of the stone masonry and the burnt bricks masonry.			
	Plastering and rendering internal walls with waterproof product, i.e., Sika or Mastertop or equivalent on 1m height from the floor on areas that have signs of humidity (Precise which product and the methodology)			
	Burnt clay bricks elevation masonry			
	Burnt clay bricks masonries is used in the elevation of walls. Plans indicate the exact use in accordance with the types and thickness. These masonries have the respective thickness of 200mm for all external walls, or similar to existing.			
12	Ventilation			
	<p>Ventilation will be achieved by using confined ventilators preferably made of burnt soils or other available materials having the Engineer's approval before utilization.</p> <p>For the Operating Theatre use the air handling unit with the following technical specifications: Nominal cooling capacity: 55000BTU/hour. Indoor unit: Power supply: 220-240VAC 50HZ 1 phase, Air flow: 1720/1550/1340/1170 CFM. Outdoor unit: Power supply : 380-415 VAC 50HZ 3 phases with at least two air filters or equivalent, or higher.</p>			

13	Reinforced concrete lining			
	The reinforced concrete utilized is the B 350 type. The frames will be made up of at least 4 steel bars of Ø 10 mm in the longitudinal sense and Ø 6 mm for the horizontal all 15 cm. However plans will be describe the frames in details			
Item N°	Description of the Frameworks			
1	Timber frameworks.			
	They must be strongly attached to the other elevated structures and the lintel, they are held to the wall by an intermediate timber of 20 cm x 20 cm			
	All structures (Frameworks, rampant, rafters etc) must be tightened together to avoid their being flown up by wind estimated at 110 kg/m ² and to be able to support a weight equal to 100 kg, representing a worker's weight intervening on top of them			
	The different elements of the framework will have the following minimal measurements: <ul style="list-style-type: none"> - Major frames and rampant : 10 cm x 15 cm - Pannes : 05 cm x 15 cm - Rafters : 05 cm x 07 cm 			
2	Metallic frameworks			
	If metallic frame works are to be utilized, linear steel, bars prefabricated and will be brought to the site, they will be held together by welding and they should be welded according to plan and the dimensions in the plan			

3	Welded Assemblies: constructive Arrangements to respect			
	The height of welding cords won't be lower than 3mm.it should have even accumulation of soldering in one point.			
	Drawings of execution			
	<p>For the execution of all metallic construction, the contractor will design all drawings, including their details to define all elements of the construction precisely.</p> <p>On the detailed drawings, the contractor will consign complete way:</p> <ul style="list-style-type: none"> - Arrangements of assemblies - The adjusted ends - Measurements of welding cords and their order of execution - Beams. <p>In case the project id modified during the execution of works, drawings and calculations will be rectified so that the finished work is defined precisely by these pieces.</p>			
	Description of Roofing			
	Roofing is done by using galvanized iron sheets (28 BG), similar to the existing.			
	<p>The uniform weight distributed for a scope of 2,75 ms between supports must be able to reach 95 kg/m2 for 2 continuous bays, with a lower arrow to 1/200 of the reach.</p> <p>The fixing of the iron sheets to the metallic frames will be by Ø 63mm hooks, with small discs in PVC hoods. The longitudinal recoveries will follow the manufacturer's prescriptions according to the product and the slope of the roofing. All measurements shall assure the strict tightness. They are notched according to the profile of ferries with tilted wings to</p>			

	10%. Their development is 610 mms and the recovery of 260 mm wings. Joint foams to closed cells cut up according to the profile will assure the tightness.			
	Gutters made in PVC will be installed for the descending water; they should not less than 200mm of diameter. All descending water must be through the PVC gutters. The nominal diameter for small roofing will be 110 mm minimum while for large roofing it shall be 160 mm minimum. They will end, in an elbow at the lower end towards the discharging end			
	Description of Ceiling with PVC Boards			
	<p>The ceiling will be made of the under-ceiling and the proper ceiling.</p> <p>The under-ceiling is constituted of rafters of eucalyptus section of 5cm x 5 cm anchored in the wall masonry and is fixed solidly to the structure of the framework, in way to avoid any movement in the horizontal or vertical plan.</p> <p>The proper ceiling consists in a flat surface fixed to the sub ceiling by means of laths in wood of eucalyptus of 1,5 cm x 5 cm of right section, nailed on the frame.</p> <p>This flat surface has a variable constitution:</p> <ul style="list-style-type: none"> - When it is in red or plain plywood, the ceiling is called plywood ceiling. - when it is in braids of papyrus plaited, the ceiling is called a papyrus ceiling - When it is in tiles of papyrus supported by metallic son assembly, the ceiling is called papytex ceiling. 			
Item N°	Description of Carpentry and joineries			
1	Wooden joinery			

	<p>In general, doors will be provided of first quality lock, KALE type or similar.</p> <p>They are to execute with the biggest care according to details of execution plans. All settings of doors and windows are profiled HS.</p>			
2	Wooden doors.			
	Wood will be healthy, very dry, regular, of a state lower hygrometric to 15% , without knots decorates with moldings, Doors in used TRIPLEX will be the best quality and their settings will be in wood. Wood will be protected, by a suitable painting layer, against the infiltration of the rain waters. The contractor shall ensure that all doors are well set and that they close correctly.			
3	Metallic doors			
	Settings will be fixed in the masonry and will be anchored on more than 10 cm in walls. The sense of closing must be such that doesn't embarrass the working of buildings. The detail must be according to the plans			
	For the Operating Theatre, supply and install stainless steel automatic double door stainless steel swing door 1.80mx2.0m with proximity sensors and possibility of electric lock from inside, after approval of the Engineer or Client			
4	Metallic windows			
	Settings will be fixed in the masonry and will be anchored on more than 10 cm in walls. The sense of closing must be such that doesn't embarrass the working of buildings. The detail must be according to the plans			
	Description of Plastering and painting			
	Cement mortar plaster			

	<p>Plastering is usually executed when all hard work on construction is finished and should be done immediately when the masonry work has dried up. It is important to follow the preparations before plastering and coatings or painting</p> <ul style="list-style-type: none"> - removal of any dirt, grease, dusts, clay etc - removal of protruding nails and other non smooth foreign bodies - cleaning and leveling flat all objects that are not flat <p>After this apply the single layer of coating made of cement mortar with a 350 kg/m³ composition. The thickness of the plaster should be between 1.5 cm to 2 cm and the wall surface must be flat.</p>			
	<p>First layer</p> <p>This layer, called layer of grapppling, has 5 mm of thickness. Its mortar is prepared with the thick sand.</p> <p>Second layer</p> <p>A second layer or layer of smoothening has 5 cm of thickness.</p> <p>It is executed with a mortar prepared with the thin sand (lower diameter to 0.2 mms).</p>			
	Coating of local flat stones			
	The surface of the layer must be compacted and leveled. It must receive a layer of sand of 5 cm of thickness. Stones are carved and are thinned until a regular thickness of 15 to 20 cm.			
	The organized coating of layers on burnt soil is identical to the coating in local flat stones, but it has a uniform thickness of 10 cm.			
	Plinth of cement mortar			

	Plinth of cement mortar have a thickness of 1,2 cm, a height of 15 cm, with a dosage in cement 350 kg/m ³ s.			
	Tiles of ware			
	<p>Products to use are foreign source, since the local production doesn't exist.</p> <p>The pose is achieved with prepared mortar cement, spread out, drawn to the rule, compacted and cuffed. The thickness of the tread thus achieved varies 3 to 5cm. Tiles are put and are stalled while verifying leveling.</p> <p>Joints between tiles (3 to 8 mm of width) are filled of a grout of cement mortar 24 or 48 hours after the pose of the tiles. The cleaning of the whole work is done by means of dilute hydrochloric acid.</p>			
	Painting			
	Paints to be used are local products. They must however be chosen from those with international standards and they should be approved by the Engineer.			
	Description of Flooring			
	Stone under floor with tread of thin cement			
	The under floor made of stones should be of 10 to 20 cm in which concrete is put. The first layer should not exceed a thickness of 15 cm. This shape can be achieved while mixing stones of different sizes, gravel and sand. On top of the under floor with a thin tread of cement of about 5cm of thickness can be put and thin polyethylene of not less than 90 m of thickness. This thin layer of polyethylene will play the role blocking the upcoming humidity.			
	The cement for this layer is made at a concentration of 250kg/m ³ . After this a smoother layer of nearly 1.5cm of thickness will be put. Some times			

	on top of the mixture of the different sizes of the stones can be put burnt brick pieces that will facilitate the better binding of the cement			
	Veranda floor shall be of 60 cm to 180 cm of width making a 40 cm channel and will put all around the building. Its upper layer will be smoothed with cement and protected at its sides by small bricks or stones according to availability			
	Electricity			
	All major connections from the public line shall be done by the contractor with an approval of REG. Installations shall supply 220/380 volts, 50/60 Hz. In the counters the tension shall be 3x380V between live wires and 220V between live wires and the neutral.			
	Electric Installations			
	The installed materials should be new, of recent conception and made of the required quality.			
	Materials for installation, for example wires, switches should have proper dimensions to fit their working. All parts of the installation should be if possible the same set or the same range. This applies particularly for the relay wires, sockets, switches and fuses.			
	The necessary plans to the realization of the installation must be defined by the contractor and should show the following: - manufacture plans - Installation plans - pedestal plans - The electric diagrams - wiring diagrams			

	- And the description of the facilities and working capabilities after having installed them.			
	Setting up of cables and the protective tubes			
	The length of the cables, wires should be extended in order to allow their easy connection and adjusting.			
	Equipment installations			
	The equipments or devices should be installed and connected in a such way to allow easy access			
	Main switch and the distribution box			
	The equipments for the distribution box like the switches, command buttons, fuses etc. are provided with signalling table. Diagrams of interior connections and adjusting (circuits, fuses) are supplied as in set built.			
	The main switch box			
	<p>The main switch box shall be in built in the wall. The fuses shall be electromagnetic in order to control short circuits. The contractor should remember to supply adequate equipment in order to insure balance in different circuit conductors.</p> <p>All circuits shall be connected to the earth and partitioned as follows:</p> <ul style="list-style-type: none"> - 8 lighting points to the maximum (fuses of 10A) - 8 sockets the maximum (fuses of 16 A) <p>Each of division boxes shall be connected to the main switch by a cable of the NVY type or a similar one.</p>			
	Electric Current supply			

	<p>The electric current to be supplied should be the earthed mono or tri-phase. The models and quality should be presented to the client for approval. The installation should conform to the original plan.</p> <p>Height of installation: 40 cm on top of the finished soil. To the humid places the cables should be well insulated</p>			
	Single directional switches			
	<p>The installations should conform to the original plan and respond to the special instructions on electric installations. The switches should be placed 110 cm above the finished floor level and on the side of the opening door handle.</p>			
	Double directional switches			
	<p>The installations should conform to the original plan and respond to the special instructions on electric installations. The switches should be placed 110 cm above the finished floor level and on the side of the opening door handle.</p>			
	Lighting points.			
	<p>The supplied materials for lighting should be new and of the first quality. It should be brought up and well connected to offer the required service. All lighting points should be equipped with fluorescent tubes whose models should first be supplies to the client for approval.</p>			
	Distribution cables			
	<p>The cables shall be laid in PVC tubes of Ø 16mm. The materials for fixing and connecting the extremities of the cables should be included in the unit price.</p>			
	Description of water and sanitary installations			
	Documents to be supplied			

	Before beginning works, the contractor should provide all necessary information and execution plans to the completion of works based on the plans and descriptions provided by the study, the contractor provides all schemes and tracings of different drainage channels and their installations.			
	Water connection and distribution			
	The water connection to the external distribution point shall be at the expense of the contractor. The internal and external water pipes shall be galvanized tubes or PVC and shall be laid at least 80 cm deep on top of a layer of sand with a thickness of 15 cm . The backfilling shall be done in layers, the first layer shall be that of sand with 15 cm of thickness followed by successive layers of compacted materials free of organic matter.			
	Water Distribution			
	The interior water pipes should be only PPR pipes and fittings and should be laid technically. The state of laid and conned pipes should always be verified for any malfunctions before speeding up to finish the whole work.			
	Water Drainage			
	The water to be drained away from the building should be: <ul style="list-style-type: none"> - Rain water from the roofs - Water and other residues from toilets, washing places, kitchen and bars. 			
	Drainage of used water.			
	The drainage system for used water (waters flood and domestic waters) and rain waters should be separated and this is achieved by use of PVC pipes of different sizes in diameters (Ø63mm to Ø110mm).			

	Waters coming of the interior toilets and kitchens shall be canalized toward a system of purification (septic pit) in which it should undergo treatment before its external dismissal. Before the beginning of the excavation works, plans and detail of the septic pit and the chosen area for the implantation shall first be approved by the Engineer.			
	Sanitary equipment to be fixed			
	All anticipated devices shall be well fixed, these shall include pipes, taps and other accessories needed for better adjustments. They must be obtained from the same manufacturer, white in color and first choice. Joints between devices and partitions against which they will be fixed will be achieved by adhesive and elastic putty. They will be connected to conductors made of chromium-plated copper. Taps shall be chromium-plated with protrusion of the tap nozzle of about 85mm.			
	For the Operating Theatre supply and install Stainless steel Scrubs with all accessories (sensor tapes, water supply hoses, sink trap,...)			
	For the Operating Theatre supply and install electric water heater 300 liters including all installation accessories, i.e., plumbing pipes, valves, thermostat...			
Item N°	Description of external clearing			
	Restricted areas			
	Areas that are left free are planted with pasparum. This involves bringing in fresh soil that is spread over the whole area to make a thickness of at least 5cm into which the pasparum is planted and watered until it fixes and germinates well.			
	Tree planting			

	The choice of the trees to be planted shall be proposed by the contractor and accepted by the client, and the method of planting is the appropriate one and approved by the Engineer.			
B. Other technical requirements				
Item N°	2. Descriptions	3. description of the proposal	4. Note, remarks, ref. to doculmentation&standars	Evaluation committee notes
1	Precise the methodology to stick to H&S measures of working in an operating health facility:			
	To isolate construction areas from active healthcare operations			
	Ensure patient safety and comfort			
	Use noise-reduction technology			
	Use of portable dust containment units			
	Implement separate worker entrances			
	Manage material delivery flow to ensure that construction traffic doesn't pose any risk to medical room access			
	Assign dedicated MEP personnel to ensure that plans and actions will not interrupt the facility's power source			
	Assign dedicated plumbing personnel to ensure that plans and actions will not interrupt the facility's power source			
2	Precise the methodology to execute specific tasks and ensure the required quality in the operating theatre:			

	Applying the product that allow smooth, impervious, and washable wall paint inside the operating theatre			
	Scrub sink with water controls operated with a hands-free feature like a knee operated panel, foot pump, or infrared sensor. Soap dispensed by a hand pump, foot pump, knee operation, or infrared methods. Faucets should offer non-aerated, consistent water flow with either shower-head or laminar properties. The scrub sink must have two stations			
	Installation of a pass-through window with Aluminum frame, features retraction springs that suspend the window making operation nearly effortless, 1mx1mx0.40m			
	Th insallation of the air handling unit			
	Installation of the automatic double door stainless steel swing door			

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) VAT NUMBER REGISTRATION NUMBER PLACE OF MAIN REGISTRATION CITY COUNTRY		
YES NO			
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 (if different)		NAME	
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

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:%.

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

N°	WORK DESCRIPTION	UNIT	Qty	Unit Price (taxes inclusive)	Total Price (taxes incl.)
0	Site installation and site clearing after completion of works including all preliminaries	Lampsum	1.00		
1	ROOF				
	Replacing BG28 metal sheets	m2	20.00		
2	FALSE CEILING				
	Supply and fixing wooden ceilings including all necessary fixing accessories, matching with the existing ceiling	m2	10.00		
3	WALL PLASTERING				
	Plastering and rendering internal walls with waterproof product, i.e., Sika or Mastertop on 1m height from the floor on areas that have signs of humidity	m2	150.00		
4	FLOOR				

	Supply and fixing floor tiles in toilets (Try to keep the same type and colour as the existing)	m2	10.00		
	Supply and fixing floor tiles in rooms and wards (Try to keep the same type and colour as the existing)	m2	10.00		
	Repair the walkway between main building and utilities with non reinforced concrete	m2	90.00		
	Replacement and covering the leachate channel with angle iron 3x3cm, with 2.5cm spacing welded with corner iron 75mmx75mmx2.5mm, similar to the existing	ml	10.00		
5	DOORS				
5.2	INTERIOR DOORS				
	replacing the door lockers with high quality lockers approved by the Client	pcs	15.00		
	Replacing the door lockers in the maternity similar to the existing	pcs	12.00		
6	GLAZING				
	Replace broken normal glass 4 mm	m2	15.00		
7	SANITARIES				
	Bathtub dim. 80x80 cm complete with accessories similar to the existing	pc	5.00		
	Wash sink/slop sink 50/60 cm with all accessories (washbasin hoses, sink trap, mixer tap...)	pc	2.00		
	Replacement of washbasin accessories (washbasin hoses, sink trap, mixer tap...), unit by sink	pc	20.00		
	Paper holder approved by the Client	pc	2.00		
	Soap dish approved by the Client	pc	2.00		
8	ELECTRICITY				
	Waterproof LED lamp 40W or equivalent	pc	20.00		
9	PAINT				
	Latex painting on walls internally	m2	2674.00		
	Prepare and apply three coats of silk vinyl emulsion paint on external walls	m2	1085.00		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic doors	m2	108.30		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic windows	m2	320.00		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic handrails and guardrails	m2	150.00		
10	EXTERNAL WORKS				
	Repair and replace the drainage conduite in PVC 110mm PN10	ml	20.00		
	Repair the utility hall for rainwater drainage next to the hospitalisation bloc (50x50x50cm)	m3	1.00		
	FIRST FLOOR LEVEL				

1	FLOOR				
	Replace the damaged floor tiles by the same type (quality and colour)	m2	12.00		
2	SANITARIES				
	Wash sink/slop sink 50/60 cm with all accessories (washbasin hoses, sink trap, mixer tap...)	pc	2.00		
	Replacement of washbasin accessories (washbasin hoses, sink trap, mixer tap...), unit by sink	pc	20.00		
	Paper holder approved by the Client	pc	2.00		
	Soap dish approved by the Client	pc	2.00		
3	PAINT				
	Latex painting on walls internally	m2	2934.00		
	Prepare and apply three coats of silk vinyl emulsion paint on external walls	m2	1155.00		
	Latex painting of the ceiling	m2	1244.00		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic gutters	m2	80.00		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic doors	m2	90.00		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic windows	m2	180.00		
	Prepare and apply two coats of synthetic gloss enamel paint of an approved quality on metallic handrails and guardrails	m2	90.00		
	ANNEX 1 EXTERNAL TOILETS				
1	WALL PLASTERING				
	Plastering and rendering internal walls with waterproof product, i.e., Sika or Mastertop on 1m height from the floor on areas that have signs of humidity	m2	30.00		
2	SANITARIES				
	Soap dish approved by the Client	pc	5.00		
	Paper holder approved by the Client	pc	5.00		
	Bathtub dim. 80x80 cm complete with accessories similar to the existing	pc	3.00		
	Replacement of washbasin accessories (washbasin hoses, sink trap, mixer tap...), unit by sink	pc	2.00		
3	PAINT				
	Prepare and apply three coats of Latex painting on walls internally	m2	30.00		
	Prepare and apply three coats of silk vinyl emulsion paint on external walls	m2	46.90		
	Prepare and apply three coats of silk vinyl emulsion paint on doors	m2	45.60		
	ANNEX 2 LAUNDRY AND DRYER				
1	FALSE CEILING				
	Repair the gutter with the same quality as existing, including all accessories (fixation, paint, ...)	ml	5.00		

2	WALL PLASTERING				
	Plastering and rendering internal walls with waterproof product, i.e., Sika or Mastertop on 1m height from the floor on areas that have signs of humidity	m2	20.00		
3	PLUMBING				
	Repair plumbing connection to the basin built-up in Ellipse including drainage pipes 70/40 cm, washbasin hoses, sink trap, mixer tap...	pc	4.00		
4	PAINT				
	Prepare and apply three coats of Latex painting on walls internally	m2	20.00		
	Prepare and apply three coats of silk vinyl emulsion paint on external walls	m2	100.00		
	Prepare and apply three coats of silk vinyl emulsion paint on doors	m2	30.20		
	OPERATING THEATRE				
	Demolition works including removing the scrap	m3	8.89		
	Construction of new walls with the same materials and same quality as existing including finish works and repair of any broken place during the transformation	m3	20.34		
	Supply and apply smooth and washable wall paint inside the operating theatre	m2	31.55		
	Supply and apply antigungal paint on the slab inside the false ceiling in the operating theatre	m2	24.79		
	Supply and install interior wooden doors 0.90mx2.0m (similar to existing) with all accessories like door lock, varnish ...	pc	2.00		
	Supply and install stainless steel wall protection inside the OT at 50cm from the floor	m	18.20		
	Supply and install stainless steel automatic double door stainless steel swing door 1.80mx2.0m with proximity sensors and possibility of electric lock from inside	pc	2.00		
	Supply and install external metal door 0.90mx2.0m (similar to existing) with all accessories like door lock, paint ...	pc	2.00		
	Supply and install pass-through glazed windows with Aluminum frame 1mx1m, with all accessories like lock, paint ...	pc	2.00		
	Transform windows for operating theatre (remove rovers and lock openings)	m2	0.75		
	Replace OT glazings by double glasses cathedral type 4mm	m2	4.50		
	False ceiling in plastic PVC Ceiling	m2	213.90		
	Stainless steel Scrubs with all accessories (sensor tapes, water supply hoses, sink trap,...)	pcs	2.00		
	Supply and install electric water heater 300 liters including all installation accessories, i.e., plumbing pipes, valves, thermostat...	pcs	1.00		

	Air handling unit with the following technical specifications: Nominal cooling capacity: 55000BTU/hour. Indoor unit: Power supply: 220-240VAC 50HZ 1 phase, Air flow: 1720/1550/1340/1170 CFM. Outdoor unit: Power supply : 380-415 VAC 50HZ 3 phases or equivalent.	Pcs	1.00		
	SUB-TOTAL				
	VAT 18%				
	GENERAL TOTAL ALL TAXES INCLUSIVE				

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

9. <...> If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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 twice the amount 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 two times 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>CVs and degree certificates to be attached (please refer to the minimum required profile 5.12)</p>
<p>The tenderer must show the following references of works delivered over the past three years.</p> <p>A list of 2 similar nature of works performed over the last five years (construction or renovation of health facilities) proven by 2 certificates of good completion</p> <p>The tenderer includes in his tender a list with the main works that have been delivered over the past three 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>List of similar assignments that have been performed by the Service Provider over the past five years to be attached (please refer to the required profile 5.12)</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. Incorporation certificate

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

6.11. VAT Registration certificate

6.12. 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 **1st term of 2022**.

6.13. 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.

6.14. List of the similar assignments

Bidder must provide in his bid the list of the **main similar services (min. 2) performed in the last 5 years**, 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 5 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 5 years	Name of the Client

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

6.15. 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.

6.16. Annexes

6.16.1. 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 carcase 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

6.16.2.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 RWA19009-10079(RWA1900911)

- 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:	

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.

²⁴ Identify the person responsible of the project/department/other as appropriate

²⁵ To be filled out by contractor

²⁶ Consideration 81 of the GDPR