



SPECIAL STATEMENT OF SPECIFICATIONS
FOR THE PUBLIC CONTRACT OF
SUPPLY
CONCERNING
“EQUIPEMENT FOR LEATHER WORK”
NEGOTIATED PROCEDURE WITHOUT PRIOR
PUBLICATION

Contracting Authority

APEFE

Project author

APEFE,
APEFE Rwanda, KN1 Street, Plot #2360, PO Box 81, Kigali, Rwanda

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For any information concerning the present statement of specifications and its technical requirements, contact

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Existing regulations

1. The law of 17 June 2016 pertaining to public contracts and its later modifications.
2. Royal Decree of 18 April 2017 pertaining to public procurement contracts in traditional sectors, and its later modifications.
3. Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts, and its later modifications.
4. The law of 17 June 2013 pertaining to motivation, information and legal remedies in public procurement, certain works, supply and service contracts and concessions, and its later modifications.
5. The General Regulation on Health and Safety at Work (RGPT), the law on well-being and the Code on well-being at work.
6. The law of 11 February 2013 on sanctions and measures against employers of third-country nationals staying in Belgium illegally.

Exemptions, specifications and comments

The bidder shall be attentive to issues concerning respect for the environment.

I. Administrative provisions

This first part pertains to regulations concerning the procurement of a public contract until the designation of the successful tenderer.

The provisions contained in this part pertain to the law of 17 June 2016 and the Royal Decree of 18 April 2007 and their later modifications.

I.1 Description of the contract

Subject of the supply: equipment for leather work

Place of delivery: Nyabihu, Kiyumba, Gasabo, Kicukiro, Musanze, Huye and Gatsibo districts

I.2 Identity of the contracting authority

APEFE

Place Saintelette, 2

1080 Molenbeek-Saint-Jean

Represented by APEFE, KN1 Street, Plot #2360, PO Box 81, Kigali, Rwanda

The APEFE is a non-profit organization that has been active since 1976 in developing countries. Through its activities, the APEFE implements programs aimed, generally, to fight against poverty through the strengthening of individual, organizational and institutional capacities. It focuses principally on the sector of technical and vocational training in a wide sense, including entrepreneurship.

It collaborates with the implementation of sectoral policies in 10 countries – Benin, Burkina Faso, Burundi, Morocco, Palestine, the Democratic Republic of the Congo, Rwanda, Senegal and in Belgium via the EduAid platform. The APEFE is in line with the dynamics urged by the Sustainable Development Goals.

As an international cooperation agency that is a part of Wallonie-Bruxelles International, and within the framework of the international policy briefs of the Federation Wallonia-Brussels and of Wallonia, it provides technical support to strengthen the capacities of its partners in the South.

The APEFE is financed by the Belgian federal government on the basis of a multi-year development cooperation program monitored by the DGD (Directorate-General for Development Cooperation and Humanitarian Aid), as well as by Wallonie-Bruxelles international (WBI), the European Union (EU) and the Belgian Development Agency (ENABEL).

I.3 Contracting process

In compliance with article 42, § 1, 1° a) (the expense to be approved excl. VAT not reaching the threshold of €140,000) of the law of 17 June 2016, the contract is awarded through a negotiated procedure without prior publication.

The contracting authority reserves the right to attribute the contract on the basis of initial offers without carrying out negotiations.

I.4 Setting of prices

The present contract consists in a contract with a pricing schedule.

A contract with a pricing schedule is one in which the unit prices for the different items are fixed fees and the quantities, to the extent that the quantities are determined for the items, are expressed in a range. The items are charged on the basis of the quantities actually ordered and used.

I.5 Right to access and qualitative selection

The following should be included with the offer form:

Legal situation of the tenderer (grounds for exclusion)

A sworn declaration confirming that the tenderer:

- has not been convicted for participation in a criminal organization, corruption, fraud or money laundering;
- is not in a state of bankruptcy or liquidation;
- has not been convicted for any infraction pertaining to their professional integrity;
- has not committed professional misconduct;
- is up to date on their social security contribution payments;
- is up to date on their VAT and tax payments;
- is not guilty of serious misrepresentation in supplying information.

Economic and financial capacity of the tenderer (selection criteria)

N°	Selection criteria
1	Bank declaration drawn up appropriately in conformity with the model featuring in the appendix B to this special statement of specifications.
2	Proof of financial viability (turnover pertaining to the services undertaken in connection with the potential contract resulting from the present call for tenders) from the last two (2) financial years.

Technical and professional capacity of the tenderer (selection criteria)

N°	Selection criteria
1	Presentation of certificates of registration at RDB and valid RRA Tax certificate.
2	A list of the similar supplies made during the last five years, indicating the amount, date and public or private institutions/recipients and certificates of good completion.

I.6 Form and content of offers

The tenderer shall write their offer in English and complete the summary quantity survey or inventory on the model appended to the statement of specifications if need be. If the tenderer draws up their

offer on other documents than the form provided, they alone are responsible for ensuring the perfect consistency between the documents they used and the form.

All documents written or completed by the tenderer or their representative must be dated and signed by the tenderer or representative.

Any cross outs, alterations and supplementary mentions or modifications, both to the offer and its appendices, that would be of a kind to affect the essential conditions of the contract, such as prices, time frames and technical conditions, must also be signed by the tenderer or their representative.

The price of the offer will be given in Rwandan Francs and will be given excl. VAT with the following note: "Article 8, alinéa a de l'avenant de l'accord-cadre de coopération entre l'APEFE et la République rwandaise". APEFE's VAT exoneration documents will be shared in a later stage.

Any potential reductions must be deducted from the unit price and are not indicated.

I.7 Submission of offers

The offer is to be written on paper and shall be definitively sealed mentioning the number of the statement of specifications (2024-DAO-equip/leather-OS1-004) or the subject of the contract.

The offer shall be sent by **mail to bureau.kigali@apefe.org** and must arrive at the contracting authority **before the Thursday 2 May, 5 pm.**

By making an offer, the tenderers accept without reservations the content of the statement of specifications and the other documents pertaining to the contract, as well as respecting the contract awarding procedure as described in the statement of specifications and accept to be bound by these provisions.

When a tenderer has an objection to this end, they are to communicate the reasons for this objection to the contracting authority in writing and by registered letter within 10 days at the latest before the deadline for the submission of offers.

I.8 Opening of offers

There is no opening of offers at a public session.

I.9 Period of validity

The tenderer remains committed to their offer for a period of 90 calendar days starting from the deadline to receive offers.

I.10 Selection criteria

The following criteria will be applied during attribution of the contract:

N°	Description	Weighting
	Leather equipment	100
1	Technical value of the material	40

<i>Explanation of the quotation</i>		
2	Delivery time - Rule of three ; Offer score = (delivery time of the lowest offer / delivery time) * weighting of the delivery time criterion	10
3	Warranty - Rule of three ; Offer score = (guarantee period of the lowest offer / guarantee period) * weighting of the guarantee period criterion	10
4	Price - Rule of three ; Offer score = (price of the lowest offer / price of the offer) * weighting of the price criterion	40

A certain value has been attributed to each criterion. On the basis of an assessment of all these criteria, and taking into account the value attributed to each one, the contract will be awarded to the tenderer that presents the offer the most economically advantageous from the point of view of the contracting authority.

I.11 Price reviews

There are no price reviews for this contract.

I.12 Variations

It is prohibited to propose any variations.
There is no plan to authorize or require any variation.

I.13 Choice of the offer

The contracting authority will choose the offer that is the most advantageous economically, determined on the basis of the best value for the money.

By making an offer, the tenderer accepts all of the clauses of the Statement of Specifications and disclaims all other conditions. If the contracting authority notices, during an analysis of the offers, that the tenderer has added conditions that make the offer imprecise or if the tenderer has reservations with respect to the conditions of the Statement of Specifications, the contracting authority reserves the right to consider the offer as substantially irregular.

II. Contractual provisions

This second part determines the process pertaining to the performance of the contract. Unless there are exemptions, the Royal Decree of 14 January 2013 and its later modifications establishing the general rules for the performance of public contracts is applicable.

II.1 Civil servant in charge

The provision of services will take place under the supervision of the civil servant in charge:

Ms. Pascale DELCOMMINETTE, Deputy Head of the APEFE
Represented by Mr. Benoit STIEVENART, Director of the APEFE, Place Saintelette, 2 in Molenbeek-Saint-Jean, 1080

II.2 Insurance

The successful tenderer shall take out insurance covering their responsibility in terms of workplace accidents and civil responsibility with respect to third parties during performance of the contract. Within thirty days as of the signing of the contract, the successful tenderer is to justify that they have taken out these insurance contracts, by means of a certificate establishing the scope of the responsibility guarantee required by the contract documents.

At any moment during performance of the contract, the successful tenderer shall produce this certificate within a period of two weeks upon receipt of request by the contracting authority.

II.3 Security deposit

No security deposit will be required for this contract.

II.4 Delivery

The contracting authority has not specified the delivery time. Consequently, the bidder must propose a delivery time (in calendar days).

II.5 Payment period

The contracting authority has a verification period of 30 calendar days starting from the total or partial end of the services to carry out the formalities of the end of the contract and of notifying the service provider of the results of their analyses.

With the exception of any counter indications in the payment section below, the payment of the amount due to the service provider for services must take place within 30 calendar days as of the end of verification, provided that the contracting authority is, at the same time, in possession of a duly drawn up invoice as well as any other documents that may be required.

II.6 Invoicing

The invoice shall be made out to: APEFE Rwanda, KN1 Street, Plot #2360, PO Box 81, Kigali, Rwanda and shall have, in addition to legal mentions, the following indications:

Mandatory inclusions

- Date and number of the invoice
- Name and number of the contract
- Address of the final recipient
- Amount excl. VAT

II.7 Payment

Payment shall be made by bank transfer or cheque, etc.

Particular elements of payment:

- 100% at delivery

II.8 Warranty period

The contracting authority has not specified the warranty period. Consequently, the bidder must propose a warranty period (number of months).

II.9 Receipt

Final acceptance will be pronounced on delivery by means of a report notified to the company.

II.10 Remuneration due to employees

When the successful tenderer or sub-contractor receives notification under article 49/1, paragraph 3, of the Belgian Social Criminal Code, informing them of a serious breach of their obligation to pay, within the proper time frame, their employees the remuneration that they are due, this successful bidder or sub-contractor shall immediately abstain from going to the place where the contract is performed or continuing the performance of the contract, and this until they present proof to the contracting authority that the employees in question have received all of their remuneration.

The same holds true should the successful tenderer be informed:

- either by the successful tenderer or the contracting authority, depending on the case, that they have received notification under article 49/1, paragraph 1, of the Belgian Social Criminal Code concerning this company;
- or by display, provided for by article 35/4 of the law of 12 April 1965, pertaining to the protection of the remuneration of workers.

Moreover, the successful tenderer or subcontractor is responsible for inserting, in any sub-contracting contracts they may conclude, a clause stipulating that:

1° the sub-contractor shall abstain from going to the site where the contract is performed or to continue performance of the contract should they receive notification established in line with article 49/1 of the Belgian Social Criminal Code stating that they are in serious breach of their obligation to pay their employees the amount owed to them in a timely manner;

2° the failure to meet the obligation discussed in point 1° is considered a serious breach on behalf of the sub-contractor, following which the successful tenderer has grounds to terminate the contract;
3° the sub-contractor is responsible for inserting, in any sub-contracting contracts that they may conclude, a clause similar to what is described in points 1° and 2° and to ensure that such clauses are also inserted in any later sub-contracting contracts.

II.11 Data protection

The personal data collected in the framework of the public contract by the successful tenderer, as well as by their sub-contractors, acting as data controllers must be processed in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).

III. Description of technical requirements

IMPORTANT! APEFE Rwanda needs to acquire quality equipment and tools for its partner companies and 3 Technical Secondary Schools (under Rwanda TVET Board) which are receiving young people in dual training as well as to equip young graduates who have created their business and who need equipment and tools in the leather work sector.

III.1 Description of equipment

Please provide prices **VAT excluded, including delivery cost** to the different districts: Nyabihu, Kiyumba, Nyarugenge, Gasabo, Kicukiro, Musanze, Huye and Gatsibo.

#	Items	Specifications	Quantity (estimated)	Unit Price in RWF	Total in RWF
1	Scissors	Pinking scissors 8" ou 20 cm	100		
2	Cutting Knife	Knife retractable blade SM 151 18mm 160 mm	100		
3	Plastic Men last for shoes	Material: plastic, sizes 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, Style:Modern, one for each size, 10 pairs in total	35		
4	Plastic Women last for shoes	Material: plastic, sizes 35, 36, 37, 38, 39, 40, 41, 42, Style:Modern, one for each size, 8 pairs in total	35		
5	Plastic Men last for sandals	Material: plastic, size 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, Style:Modern, one for each size, 10 pairs in total	35		
6	Plastic Women last for sandals	Material: plastic, sizes 35, 36, 37, 38, 39, 40, 41, 42, Style:Modern, one for each size, 8 pairs in total	35		
7	Anvil - enclume	Weight: minimum 5 kg, maximum 11kg Minimum size/dimensions: 8.5 x 13 x 21 cm - Material: Steel	70		
8	High-Speed Lock-Stitch Sewing Machine for Heavy Material	Direct-drive, 1- Needle, Top and Bottom Feed, Lockstitch Machine with Double Capacity Hook for Heavy Weight Materials with T/S - Sewing machine for leather, size:22x10x14inch, sewing speed: max 4000 sti/min, Stich length: max 5mm, presser foot by knee:13mm, for needles #16 to 23, Voltage 220V/50Hz, Machine should include head, table, stand, motor, sewing light, drawer, and all necessary components ready for use	55		
9	Round knife cloth cutting machine	(machine à couper le cuir) Power: min 245W, Speed:min 125 RPM, 50hz, 220V, Cutting Height 32mm	35		
10	Bench Grinder machine	(machine à poncer le cuir) Grinding wheel grit: Grit 36 / Grit 60,Disc diameter:200x25x15.88mm,Power:750W	35		

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Ref.: 2024-DAO-equip/leather-OS1-004

11	Cutting table for leather	Size:2x1,2m, height:70-90cm; surface material:wood, frame material:stainless/mild steel, surface finish:coated with varnish, table thickness:10-15mm, shape:rectangular, packaging type:folding	35		
12	Revolving punch tool for belts	Material:steel, measurement system: imperial (inch), power assist, handle material: with PVC dipped handle, Surface treatment: chrome plated finish, anti-rust, Size: most popular as mm or 5/64 inch, 2,5mm or 3/32 inch, 3mm or 1/8inch, 3,5mm or 9/64 inch, 4mm or 5/32inch, 4,5mm or 11/64 inch, Applied to leather belts, With all accessories ready for use	55		
13	Wallet riveting machine	Rivet head diameter 6-15mm, Rivet diameter 3-5mm, Rivet length 3-12mm, throat depth 130mm, Speed:50-80 times/minute, Voltage 220V/50Hz, Production capacity:50-80 times/minute	35		
14	Cobbler pliers, leather craft plier for shoemaking	Drop Forged, Width of jaw: 5/16", set of 3 pliers suitable for shoemaking, 1 small, 1 medium and 1 large size, material:hardened steel	60		
15	Bench grinding stone machine	For rubber, plastic, genuine leather, artificial leather; speed: minimum 2500 rpm, wheel diameter 180mm minimum, voltage 220V/50Hz, with all accessories ready for use	35		

Complementary information:

- For items 3 and 5: the unit price of these items represent the sum of the price of 10 pairs of lasts
- For items 4 and 6: the unit price of these items represent the sum of the price of 8 pairs of lasts

When submitting your technical offer, please kindly make sure that you include pictures of all items and specific details of the equipment/tools you propose, such as Brand/trade mark, type/model, Model Number (mainly for the machines), etc.

APPENDIX A: OFFER FORM

PRICE OFFER FOR THE CONTRACT CONCERNING "leather work equipment"

Negotiated procedure without prior publication

Important: this form must be fully completed and signed by the tenderer. The total amount of the offer must be written in both numbers AND letters.

Natural person

The undersigned (last name and first name):

Job title or profession:

Nationality:

Residence (full address):

Telephone:

Mobile phone:

E-mail:

Contact person:

Either (1)

Legal person

The company (name, full company name):

Nationality:

with its headquarters located at (full address):

Telephone:

Mobile phone:

E-mail:

Contact person:

represented by the undersigned:

(The authorized representatives shall attach to their offer the authenticated deed or private agreement that grants them their authority or a copy of the power of attorney document. They may

limit themselves to indicating the number of the appendix of the Belgian Bulletin of Acts which published the official copy of the act concerned.)

Or (1)

Group of economic operators (including a joint venture)

Last name and first name or company name of tenderers and legal structure:

Job title or profession:

Nationality:

Address or headquarters:

Telephone:

Mobile phone:

E-mail:

Contact person:

Last name and first name or company name of tenderers and legal structure:

Job title or profession:

Nationality:

Address or headquarters:

Telephone:

Mobile phone:

E-mail:

Contact person:

This data must be included for each of the participants in the group.

The group is represented by one of its participants, whose name is:

COMMIT TO PERFORM THE CONTRACT IN COMPLIANCE WITH THE CLAUSES AND CONDITIONS OF

THE STATEMENT OF SPECIFICATIONS OF THE AFOREMENTIONED PUBLIC CONTRACT (2024-DAO-equip/leather-OS1-004):

for an amount of:

(in numbers, VAT excluded)

.....

(in letters, VAT excluded)

.....

.....

Payment

Payment will be duly made by cheque or bank transfer to the account (IBAN/BIC) of the following financial institution opened in the name of

Signed in

.....

On (date)

.....

The tenderer,

Signature:

Last name and first name:

.....

Job title :

APPENDIX B: BANK DECLARATION

This declaration concerns the following public contract: subject of the contract (2024-DAO-equip/leather-OS1-004)

We confirm by this document that
(name of the company) has been our client since(date).

Bank-client financial relationship

The financial relationship that we have had with this client has, to date, (date), been thoroughly satisfactory.

On the basis of the data that our bank currently has, we have noticed no negative aspects and this client has, up to the present time, to the extent that we have been able to determine this and concerning the projects and contracts we are aware of, the financial capacity allowing them to carry out the projects and contracts that have been entrusted to them.

.....(name of the company) has our confidence and

either: our bank currently makes available to this company the following lines of credit (do not mention without the prior written agreement of the client):

.....

or: our bank currently has lines of credit available to the company.

and/or: or bank is prepared to examine any requests for credit or a request for a security deposit in view of the performance of the contract.

or: (none of the three aforementioned declarations).

This declaration implies no commitment on our part as regards the future and our bank takes no responsibility to this end.

Reputation of the client

.....(name of the company) occupies an important place
(or: does business) in the following sector:

.....

Until now, and as far as we know, this company has enjoyed an excellent (or: good) technical reputation and is directed by competent and reliable people. The bank cannot be held responsible should any of the information supplied to it turn out to be inexact or incomplete. Anything that may come to pass in the future that may affect this declaration will not automatically be communicated to you.

Signed in , on (date)

Name of the bank, name and job title of the signatory and signature

This declaration is to be completed and attached to the offer.

APPENDIX C: INVENTORY
“Equipment for leather work”

N°	Description	Measurement Unit	Quantity	Unit price in numbers excl. VAT including delivery cost	Total excl. VAT
1	xxx	For example: piece			
2	xxx				
3	xx				
4	xxxx				
5	xxx				
6	xxxx				
Total excl. VAT:					

Read, verified and completed with the unit prices, partial totals and overall total that served to determine the amount of my offer on this day, to be joined to my offer form.

Signed in on (date) Job title:

Last name and first name: Signature: