# BIDDING DOCUMENTS FOR CONSTRUCTION WORKS

**Title of Tender**

Public call for bidders for construction works
for the new African Conservation Academy in Akagera, Rwanda.

**Procuring Entity**

African Conservation Academy LTD

**Procurement Method**

Public call for bidders

**Date of Issue**

13.11.2026

**Corrigendum**

African Conservation Academy, an African Parks initiative

# Open Bid invitation

Kigali, 13.11.2026

**NEW AFRICAN CONSERVATION ACADEMY, AKAGERA - RWANDA**

**Subject**: Open invitation to bid for construction works

To whom it may concern,

The African Conservation Academy LTD (ACA), an African Parks initiative, is pleased to invite you to participate in the public tender for the construction works of the new African Conservation Academy in Akagera, Rwanda.

The African Conservation Academy, a new training campus for protected-area managers, will be located at the entrance to Akagera National Park. The works comprise about 7,100 sqm of single-storey buildings for academic, administrative, residential and operational use, together with external works and services. Construction makes extensive use of locally sourced materials, including compressed earth blocks to be produced on site, and the buildings are raised on pile foundations. The contract will be awarded to a general contractor under the FIDIC Red Book (2017) conditions, with works expected to start in January 2027.

Through this letter, ACA invites your company to submit a proposal for these works, in accordance with the published Tender Notice and Instructions to Bidders.

The deadline for submission is 14 December 2026 (12:00 – noon), to allow ACA to finalize the contractor selection before the end of the year.

We thank you for your interest and look forward to receiving your proposal.

Best regards




On behalf of African Conservation Academy LTD

Annexes:

1. Tender notice
2. Instructions to Bidders
3. Bid Data Sheet
4. Proposal form
5. Letter of Tender
6. Contract template

## Table of Contents


**Open Bid invitation** ..... **2**

**ANNEX 1 TENDER NOTICE** ..... **4**

1. PROCURING ENTITY ..... 5
2. SCOPE OF WORK ..... 5
3. TIMELINE ..... 9
4. CONTRACT ..... 9
5. QUALIFICATIONS ..... 10
6. TECHNICAL DOCUMENTS ..... 10
7. SITE VISIT ..... 10
8. BIDS SUBMISSION ..... 11
9. PROPOSAL ACCEPTANCE ..... 11
10. EVALUATION CRITERIA ..... 11
11. CONTRACT AWARD ..... 12
12. DISPUTE RESOLUTION ..... 12
13. PERSONAL DATA AND CONFIDENTIALITY ..... 12

**ANNEX 2 INSTRUCTIONS TO BIDDERS** ..... **13**

1. SCOPE OF BID ..... 13
2. FRAUD AND CORRUPTION ..... 13
3. BIDDING DOCUMENTS TO SUBMIT ..... 13
4. PERFORMANCE SECURITY ..... 17

**ANNEX 3 BID DATA SHEET** ..... **18**

**ANNEX 4 PROPOSAL FORM** ..... **19**

**ANNEX 5 LETTER OF TENDER** ..... **20**

**ANNEX 6 CONTRACT TEMPLATE** ..... **21**

Fidic Contract Data ..... 22

Fidic Special Conditions of Contract ..... 24

# ANNEX 1 TENDER NOTICE

## PUBLIC TENDER NOTICE

CONSTRUCTION WORKS FOR THE NEW
AFRICAN CONSERVATION ACADEMY, AKAGERA, RWANDA

Kigali, 13.11.2026

## 1. PROCURING ENTITY

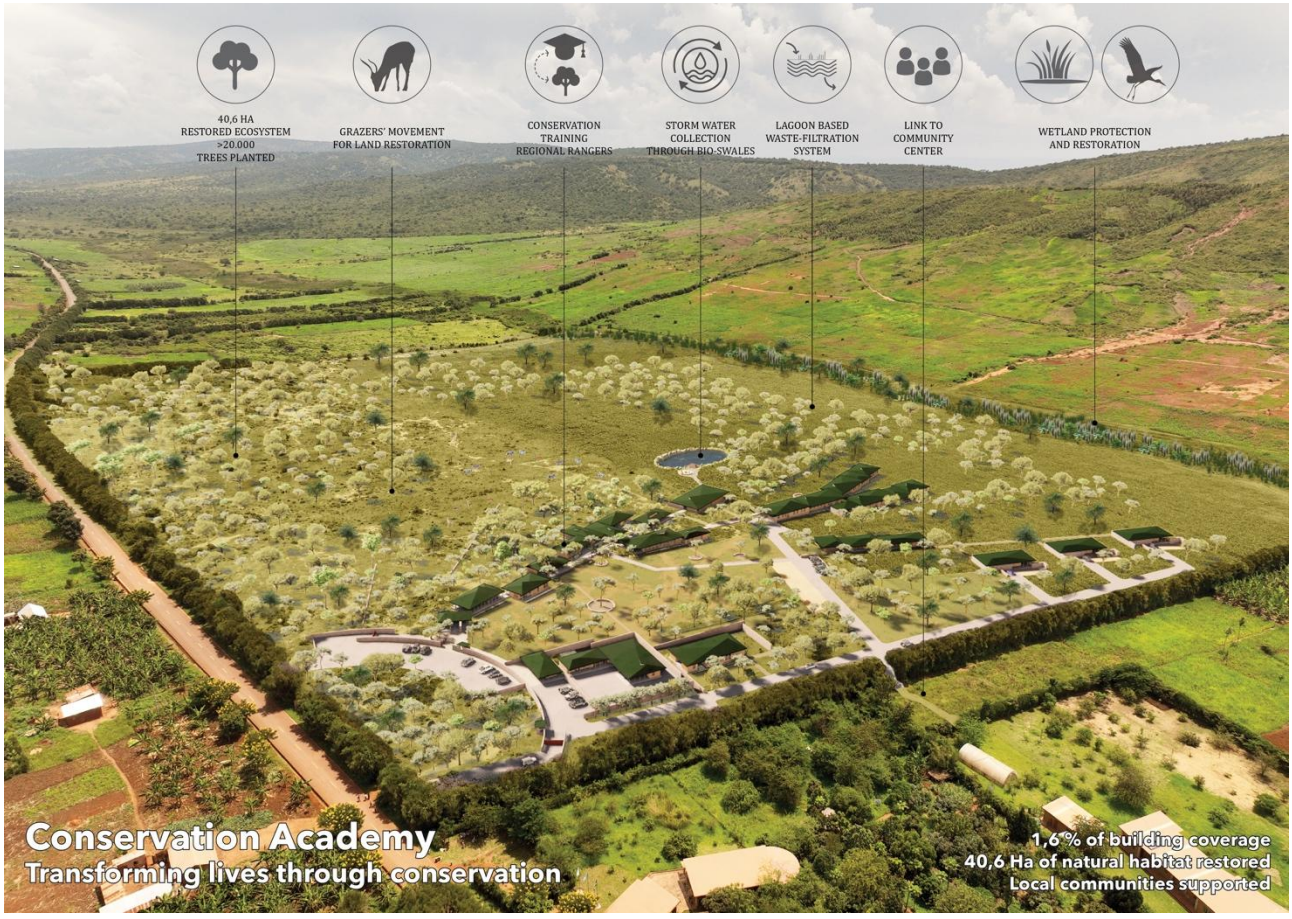
African Conservation Academy LTD
Mwiri, Kayonza, Eastern Province, Rwanda

## 2. SCOPE OF WORK

The African Conservation Academy is a training campus for protected-area managers from across Africa, set up by African Parks in partnership with the Rwanda Development Board, with academic oversight from the School of Wildlife Conservation of the African Leadership University.
Running a protected area means leading teams in remote places, working with local communities, managing budgets and infrastructure, and responding to changing ecological conditions. The Academy will train managers from government, community organizations and the private sector in both the leadership and the technical skills this work requires.
Trainees will live on campus and learn on site, with Akagera National Park as a living classroom. **The campus itself is meant to show how infrastructure can be built inside a protected area: modest, durable and integrated with its landscape, with low environmental impact and real benefits for the surrounding communities. It will be a model for future park facilities across the continent.**

The design follows from this purpose. The buildings are a linear sequence of single-storey blocks, inspired by the traditional Rwandan “urugo” village. A central promenade recalls the “imbuga” communal gathering space, and covered transitional spaces (“ibaraza”) along the way encourage learning and social exchange outdoors as well as indoors. Passive strategies shaped the design from the outset:

- a north–south orientation that limits exposure to the west
- cross ventilation
- deep roof overhangs for shading and protection from heavy rain
- skylights for diffuse daylight



These reduce the need for mechanical cooling and artificial lighting. **Every building is raised on pile foundations.** This limits excavation and concrete, keeps the soil permeable, allows natural drainage, protects underground habitats and removes the need for waterproof membranes. Most construction materials are sourced locally, and the walls are built with stabilized soil blocks produced on site with the clay excavated from the underground water tanks. Around the buildings, the land will be progressively restored to native savanna and become part of the National Park.

For these reasons, the Academy cannot be built like an ordinary building site. The works take place at the edge of a National Park, close to a wetland and to wildlife, and in a community that has taken part in the design process from the start. African Parks is looking for a contractor who shares these values and can show it. In practice this means:

- minimizing disturbance to soil, vegetation, water and wildlife
- managing waste, noise, dust and pollution responsibly
- employing local labor and engaging local suppliers and cooperatives
- actively including women in the workforce
- maintaining high standards of health, safety and respect towards workers and neighboring communities

Bidders will be expected to show that they have the experience, organization and commitment to deliver the project on these terms, alongside technical quality, time and cost.

*Site*

The works will be carried out on a concession area of about 35 ha (351,590 sqm) in Akagera Village, Kayonza District. The site lies on the eastern side of the main access road to Akagera National Park, next to the Akagera Community Center, and has until now been used for livestock grazing and farming. The Contractor shall construct the complete campus in accordance with the construction drawings, technical specifications and Bill of Quantities.

*Campus*

The campus comprises:

- an administration block
- an academic block with four classrooms and a library
- a restaurant and recreational block
- an operations block
- accommodation blocks for students, faculty, managers and staff

The blocks are connected by a continuous circulation spine.










*Views of classrooms blocks from external circulation*

*Building works*
The building works include:

- pile foundations with stone perimeter walls (all buildings are suspended from the ground)
- concrete and metal structural frames
- walls of interlocking stabilized soil blocks, finished with clay-lime plaster
- polished concrete floors with exposed aggregate, with clay tiles in wet areas
- independent four-pitched iron sheet roofs with central skylights
- timber ceilings
- handmade glazed partitions with steel frames and woven fiber panels
- interior wayfinding installations

Loose furniture and fixtures are currently out of the scope and will be subject to a separate assignment.

*Mechanical, electrical and plumbing installations*
The mechanical, electrical and plumbing installations include:

- potable water supply and distribution
- rainwater collection, filtration and reuse, with all rainwater tanks built as underground brick domes
- solar water heaters and pumps
- the sewage network, with all provisions to connect to the WWTP
- the stormwater drainage system
- electrical installations, including small power and lighting
- a standby generator
- IT and Wi-Fi network
- a fire detection and alarm system
- a firefighting system with hydrants, reservoirs and extinguishers
- lightning protection
- a CCTV system

Borehole, WWTP, professional kitchen equipment, and fuel station are currently out of the scope and will be subject to a separate assignment.

*External works*
The external works include:

- internal roads and 50 parking spaces, including accessible bays
- main and service entrances with a guard post
- hard and soft landscaping, including stone walls, natural pond, bio-swales, berms and irrigation systems
- exterior wayfinding signage and installations, in accordance with the wayfinding design

Perimetral fencing, as per Akagera National Park guidelines, is currently out of the scope (hard fencing and entry gates are part of the scope).

*Standards*
All works shall comply with the Rwanda Building Code (2019) and the Occupational Safety and Health Regulations for Construction (MIFOTRA). Where those standards are silent, equivalent European (EN) or International (ISO/IEC) standards shall apply. Detailed material and workmanship specifications are given in the Technical Specifications document.

The following table summarizes main programs:

| BLOCK | MAIN SPACES | total area (sqm) |
|---|---|---|
| Academic Block (incl. Administration) | 4 classrooms, library, auditorium, 7 offices, 2 meeting rooms | 1.092 |
| Restaurant & Recreational Block | Restaurant & bar, professional kitchen, veranda | 420 |
| Operations Block | Guard office, workshop, fuel station, stores, laundry | 304 |
| Students Accommodation Block | 45 single rooms with private bathroom | 1.581 |
| Faculty Accommodation Block | 5 studio units | 369 |
| Managers Accommodation Block | 3 two-bedroom units | 705 |
| Staff Accommodation Block | 8 single rooms | 158 |
| Common Spaces & Circulation | Circulation spine and covered connections | 2.434 |
| **TOTAL BUILT AREA** | | **7.063** |

## 3. TIMELINE

The following table summarizes the expected timeline:

| DATE | ACTIVITY |
|---|---|
| **13.11.2026** | Tender Publication |
| **26.11.2026** | Mandatory site visit |
| **28.11.2026** | Limit of time to submit request for clarifications |
| **14.12.2026** | Bids submission deadline at 12pm Kigali Time |
| **18.12.2026** | Provisional Communication of awarded bidder |
| **11.01.2027** | Online meeting with awarded contractor and starting of negotiation |
| **20.01.2027** | Contract signing and kick-off meeting, subject to construction permit |
| **27.01.2027** | Contractor mobilization & starting of construction |

All requests for clarification shall be sent by email to info@activesocialarchitecture.com by 28 November 2026. The queries will be collected and answered by email, at once and to all bidders, within 5 days from the deadline for submitting queries. The identity of the bidder who raised each query will not be disclosed.

The Time for Completion is 18 months from the Commencement Date. Bidders may propose an alternative period, supported by their work programme with technical explanations.

## 4. CONTRACT

The Contract shall be a measurement contract executed on the basis of the priced Bill of Quantities and the rates therein. The Works shall be measured and valued on the basis of the percentage of completion of each item of the Bill of Quantities, applied to the respective quantity and rate, in accordance with the Particular Conditions. The Contract Price shall be the value of the Works actually executed, so measured and valued, subject to adjustments and deductions in accordance with the Contract.

The Contract shall be based on the FIDIC Conditions of Contract for Construction, Second Edition 2017 (Red Book), as amended by the Particular Conditions included in Annex 6 of the Bidding Documents. The Contract shall be governed by the laws of the Republic of Rwanda.

A Communication Protocol will be issued with the Letter of Acceptance. It will set out the channels, addressees, reference numbering, formats and response times for all communications under the Contract. The Employer, the Contractor, the Engineer, the Employer's Project Manager, and their personnel and Subcontractors shall strictly follow it, in accordance with Sub-Clause 1.3 of the Particular Conditions.

## 5. QUALIFICATIONS

Candidate's skills imply the full professional and construction capacities to provide the building completed and commissioned as for the enclosed Detailed Design, Bill of Quantities and Technical Specifications.

Qualifications requirements include:

- Be duly registered and in good standing with RDB, RRA and RSSB.
- Not be subject to bankruptcy, insolvency, or liquidation proceedings.
- Not have been convicted or found guilty of corruption, fraud, bribery, money-laundering, collusion, coercion, or any other offence affecting professional integrity, in Rwanda or abroad.
- Not be suspended or debarred by the *Rwanda Public Procurement Authority (RPPA)* or any equivalent authority.
- Be compliant with tax and social-security obligations in its country of registration.
- Have no conflict of interest in relation to this tender.
- Declare that none of its directors, shareholders, or key employees has been involved in misconduct resulting in exclusion from public contracts in Rwanda.
- Access to liquid assets or credit line ≥ RWF 500 million. Bank letter, issued within the last 30 days, confirming access to liquid assets or a credit line of at least RWF 500 million

Bidders shall meet all of the following; bids that do not shall be rejected before technical evaluation:

a) average annual construction turnover over 2023–2025 of at least RWF 9 billion shown in audited accounts;
b) at least [one] building contract completed in the last [seven] years with a value of at least RWF 3 billion supported by a Certificate of Completion;
c) access to liquid assets or a credit line of at least RWF 500 million confirmed by a bank letter issued within the last 30 days;
d) a statement of current contract commitments. ACA may reject a bid where the bidder's remaining capacity is insufficient for the Works.

## 6. TECHNICAL DOCUMENTS

All technical documents are available at the following link:
TENDER DOCUMENTS

For any more specific information, please contact:
info@activesocialarchitecture.com

## 7. SITE VISIT

The site is always accessible, and a mandatory joint site visit is expected, and participation will be formally recorded. Details of the site visit:

| | |
|---|---|
| Venue = | ACA construction site |
| Day and time = | November 26th at 11.00 am |
| Length = | 1 hour |
| For more info = | info@activesocialarchitecture.com |

## 8. BIDS SUBMISSION

Candidates are asked to submit their proposal by **14 December 2026 at 12.00 (noon)** via email at the following email address: info@activesocialarchitecture.com
All bids shall be submitted by email in English with a we-transfer link. Bid to be combined in a single document plus the excel version of the financial offer. No physical submission required.

Signing the proposal form the Candidate implies:
- full comprehension and acceptance of all technical documentation
- no alteration in the provided .xlsx files.
- Bids shall remain valid for 120 days from the bid submission deadline. ACA may request bidders to extend the validity period in writing; a bidder may refuse without forfeiting its Bid Security
- Late bids will be automatically discarded

## 9. PROPOSAL ACCEPTANCE

African Conservation Academy LTD will entrust a committee to control and evaluate Candidates' proposals under the direction of its representatives. All decisions will be taken under the Committee incontestable judgment.

## 10. EVALUATION CRITERIA

The offers will be opened privately by the tender Committee, and the bidders will be informed via email on the results of the bids evaluation. Refer to the estimated time schedule above.

Each complete proposal will be evaluated as follows:

| n. | Item | Grade in % |
|---|---|---|
| 1 | Administrative compliance | prerequisite |
| 2 | Technical offer | 60% |
| 2.1 | Experience in similar projects, preferably in or near protected areas, and with natural or locally produced materials | 15% |
| 2.2 | Key personnel and site organization | 10% |
| 2.3 | Methodology and work program | 10% |
| 2.4 | Environmental and Social Management Plan | 15% |
| 2.5 | Local employment and gender inclusion | 10% |
| 3 | Financial offer | 40% |

The financial offer of each bidder will be scored as follows:

*Financial score = 40 × (lowest compliant price ÷ price of the offer being evaluated)*

Only offers that obtain at least 70% of the technical points (42 out of 60) will proceed to the financial evaluation. The contract will be awarded to the bidder with the highest combined technical and financial score.

The Environmental and Social Management Plan (item 2.4) shall describe how the bidder will protect soil, vegetation, water and wildlife. It shall also cover:

- waste, noise, dust and pollution management
- workers' health, safety and welfare, including accommodation
- relations with the neighboring communities

The proposal for item 2.5 shall state:

- the expected share of the workforce recruited locally
- the expected share of women in the workforce, including skilled roles

These figures will become contractual commitments for the awarded Contractor.

Any comment and/or alternative solution in the execution of the works is welcome and should be included in the tender proposal in a dedicated chapter. It will be evaluated by the Committee, whose judgment remains incontestable.

Incorrect and/or irregular elements in the proposal may result in the exclusion of the bidder.

## 11. CONTRACT AWARD

Following evaluation, African Conservation Academy LTD will invite the winning candidate to negotiate a contract based on the contract template included in the tender documents at Annex 6 and the bidder's offer.

African Conservation Academy LTD retains the right to not choose any winner as result of the tender evaluation if no proposal is satisfactory. If agreement is not reached within 21 days of the invitation to negotiate, African Conservation Academy LTD may end negotiations and invite the next-ranked bidder.

African Conservation Academy LTD is not bound to accept the lowest or any bid and may cancel or amend this tender at any time before signature of the Contract without liability to any bidder. Bidders shall bear all costs of preparing and submitting their bids, attending the site visit and any negotiations, and African Conservation Academy LTD shall not be liable for those costs in any circumstances.

The Letter of Acceptance shall not be issued until the construction permit for the Works has been obtained. ACA may extend the bid validity period for this purpose under section 8.

Negotiation shall be limited to clarification of the bid and the deviations listed in the bidder's schedule of deviations. The Time for Completion, Delay Damages, Milestones, Performance Security, retention and payment terms in the Contract Data are not open to negotiation. For evaluation, ACA shall add its estimate of the cost of each declared deviation to the bid price.

## 12. DISPUTE RESOLUTION

All tender-related decisions by the Committee are final. Any disputes arising after award shall be governed by the signed contract.

## 13. PERSONAL DATA AND CONFIDENTIALITY

All personal data collected will be used only for the specific purpose of the present tender.
All information related to this project and African Conservation Academy are to be considered highly confidential and cannot be shared by the bidder to third parties for any reason.

# ANNEX 2 INSTRUCTIONS TO BIDDERS

## 1. SCOPE OF BID

The Procuring Entity, as defined in the Bid Data sheet invites bidders for the construction of the new African Conservation Academy in Akagera, Rwanda.
The applicable technical and quality standards are listed in the Technical Specifications.

## 2. BID SECURITY

Each bid shall include a Bid Security of RWF 200.000 as an unconditional bank guarantee from a bank licensed in Rwanda, valid until 28 days after the end of the bid validity period. It shall be forfeited if the bidder withdraws its bid during the validity period, or if the successful bidder fails to sign the Contract or deliver the Performance Security within the time required.

## 3. ABNORMALLY LOW or UNBALANCED BIDS

Where a bid, or the rate for any significant item, appears abnormally low or unbalanced, the Committee shall ask the bidder for a written rate analysis within five days. A bid that is not justified may be rejected. Where a bid is accepted with unbalanced rates, ACA may require the Performance Security to be increased to 15 % of the Accepted Contract Amount.

## 4. FRAUD AND CORRUPTION

The procuring entity shall reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive and/or obstructive practices in competing for the contract in question.

## 5. BIDDING DOCUMENTS TO SUBMIT

The following shall be submitted in good order and in English.

a) ADMINISTRATIVE DOCUMENTS

- Filled and signed Proposal Form (self-declaration – Annex 4)
- Declaration of Eligibility and Integrity (self-declaration)
- Declaration of commitment (self-declaration)
- RDB Company registration certificate
- Certificate of good standing 2026
- Audited financial Statements, 2023, 2024 and 2025
- RRA VAT certificate
- RSSB contributions clearance certificate valid at the date of submission
- Trading license certificate 2026
- Tax clearance certificate valid at the date of submission
- Bank letter, issued within the last 30 days, confirming access to liquid assets or a credit line of at least RWF 500 million
- Declaration of total monetary value of construction works performed in the last three (3) years
- Information regarding any litigation, current or during the last five years, in which the bidder was/is involved, the parties concerned, and the disputed amounts
- Filled and signed Letter of Tender (Annex 5)

b) TECHNICAL OFFER

The technical offer shall be organized in the following sections, in this order.

**1. Company profile and experience** *(criterion 2.1)*

- Company profile, including legal status, years of activity, annual turnover for the last three years and current workload.

- A list of similar projects completed in the last 10 years, with value, size, client and contact details.
- At least two reference letters and Certificates of Completion for similar projects.
- Detailed timeline and proposed works sequencing with milestones
- Proven experience in:
    - earth construction and ISSB walls, including on-site block production and testing
    - pile foundations
    - high-quality carpentry and joinery
    - high-quality steel and metal works
    - works in or near protected areas, or other environmentally sensitive sites
    - involving local communities, cooperatives and artisans in construction

**2. Key personnel and site organization** *(criterion 2.2)*

The Bidder shall propose the following minimum key personnel. For each, it shall provide a CV signed by the candidate, academic and professional certificates, proof of relevant experience on similar projects, and a statement of availability for the full duration of the works. Key personnel shall not be replaced without the Engineer's prior consent, and any replacement shall have equal or better qualifications. Additional personnel shall be considered (storekeeper, electrician, plumber, etc).

| No. | Position / Title | Minimum qualification | Minimum experience | Key responsibilities / remarks |
|---|---|---|---|---|
| 1 | **Contractor's Representative (Project Manager)** | Bachelor's degree in Civil Engineering or Construction Management | ≥ 10 years, including ≥ 5 years as Project Manager on similar projects | Overall planning and coordination of the works, liaison with the Employer and the Engineer, quality assurance, program and cost control, reporting. Full-time for the duration of the works. |
| 1 | **Site Engineer** | Bachelor's degree in Civil Engineering | ≥ 10 years, including ≥ 3 years on similar projects, specifically with local materials and ISSB blocks | Day-to-day management of the works, coordination between trades, technical execution, quality control, reporting to the Contractor's Representative. Full-time on site.<br>Materials and Quality Control: soil testing for block production; testing of ISSB blocks (compressive strength, absorption, curing); concrete and mortar tests; sampling and records of all tests for the Engineer. |
| 1 | **MEP Engineer (Electrical)** | Bachelor's degree in Electrical Engineering | ≥ 8 years, including electrical installations on projects larger than 5,000 sqm | Electrical works (power, lighting, generator, fire detection and alarm, CCTV, IT and Wi-Fi, lightning protection), compliance with design and safety standards, testing and commissioning. |
| 1 | **MEP Engineer (Mechanical / Plumbing)** | Bachelor's degree in Mechanical Engineering | ≥ 8 years, including MEP installations on projects larger than 5,000 sqm and interface with WWTP | Potable water, rainwater harvesting, solar water heating, plumbing, drainage, stormwater, irrigation and firefighting systems; coordination of supplier installations, testing and commissioning. |
| 1 | **Foreman** | Technical diploma in building or civil works | ≥ 8 years of site supervision, including ISSB block production and masonry | Directs daily site activities, coordinates craftsmen, monitors material use and workmanship. Full-time on site. |
| 1 | **Topographic surveyor** | Diploma in Land Surveying, registered with the relevant professional body in Rwanda | ≥ 5 years on building and civil works sites | Setting out of buildings, piles, roads and networks from the reference points; control of levels and alignments; monitoring of earthworks volumes; as-built survey. Shall have a total station and an automatic level available on site. Full-time on site during setting out and foundations. |

| | | | | |
|---|---|---|---|---|
| 1 | **Carpenter (finishing / joinery specialist)** | – | ≥ 8 years in high-quality joinery or interior finishes | Fabrication and installation of timber doors, partitions, ceilings and built-in furniture. |
| 1 | **Welder / metal fabricator** | – | ≥ 8 years in mild-steel and stainless-steel fabrication | Metal works, including structures, door and window frames, supports, glazed partitions, furniture and lighting frames, and decorative features. |
| 1 | **Health, Safety and Environment (HSE) Officer** | Diploma or certificate in Occupational Health and Safety or Environmental Management | ≥ 3 years on construction sites | Implementation of the Environmental and Social Management Plan and of safety regulations, incident records, site inspections, training of workers. Full-time on site. |
| 1 | **Community Liaison and Gender Officer** | Diploma in Social Sciences, Community Development or equivalent | ≥ 3 years in community engagement, preferably on construction or conservation projects | Local recruitment, relations with neighboring communities and cooperatives, gender inclusion, grievance mechanism, monitoring of local employment figures. |
| 1 | **Quantity Surveyor / Site Quantity Officer** | Degree or diploma in Quantity Surveying | ≥ 5 years | Site measurement, verification of quantities and materials, preparation of monthly Statements and payment applications. |
| 1 | **Landscaper** | Preferred diploma in Horticulture, Biology, Agronomy or Environmental Sciences | ≥ 5 years in landscaping works with native vegetation | Earth shaping, pond, bio-swales and berms; planting of native species; irrigation; protection of existing vegetation and topsoil during the works. Required from the start of external works until the end of the Defects Notification Period planting care. |

The Bidder shall also submit a site organization chart showing the key personnel, the main subcontractors, if any.

**3. Methodology, work program and resources** *(criterion 2.3)*

- **Works methodology.** A description of how the Bidder intends to carry out the main works and address the critical aspects of the project, showing an understanding of the technical documents and the Scope of Work. It shall cover at least:

    a) on-site ISSB block production and testing
    b) pile foundations
    c) roofs and skylights
    d) clay-lime plaster

- **Quality assurance plan.** This shall include material testing, mock-ups and samples, with particular reference to ISSB blocks, finishes, roof assembly and in built elements.
- **Work program.** A detailed Gantt chart within the construction period stated in the tender documents. It shall show logical and efficient works sequencing, the critical path, and milestones. It shall be accompanied by a risk register with mitigation strategies.
- **Site establishment plan.** This shall cover site layout, access, storage areas, and workers' facilities. One portion of the Academy may be built first as mock-up and then used as construction site storage and offices.
- **Equipment list.** A list of equipment owned or leased by the Bidder.
- **Subcontracting.** Proposals, if any, for subcontracting parts of the works, for not more than 20% of the contract value, with the names and profiles of the proposed subcontractors.

**4. Environmental and Social Management Plan (ESMP)** *(criterion 2.4)*

The Bidder shall submit a site-specific ESMP describing how it will:

- protect soil, vegetation, water, the wetland and wildlife, including limits on clearing, site boundaries and protection of existing trees
- manage construction waste, with sorting, recycling and disposal, and with no burning or dumping on site
- control noise, dust, light and pollution, including the storage and handling of fuels and chemicals
- manage water use and prevent erosion and runoff during the works
- provide for workers' health, safety and welfare, including accommodation, sanitation, drinking water and first aid
- prevent and respond to environmental and safety incidents
- set out rules of conduct for workers towards wildlife, neighboring communities and Park regulations
- operate a grievance mechanism accessible to workers and communities

**5. Local employment and gender inclusion** *(criterion 2.5)*

The Bidder shall state:

- the expected percentage of the workforce recruited from the surrounding communities, for unskilled and skilled roles
- the expected percentage of women in the workforce, including in skilled and supervisory roles, and the measures to achieve it
- the training and skills-transfer activities it will offer local workers

These figures will become contractual commitments for the awarded Contractor.

**6. Comments and alternative solutions** *(optional)*

Any comments or alternative solutions in a dedicated chapter.

Any proposed deviation from the Contract template shall be stated clearly in a separate schedule of the bid. Deviations not stated in this way may not be considered, and the bid may be deemed to accept the Contract template in full.

## c) FINANCIAL OFFER

The financial offer shall include:

- **Signed financial offer letter.** It shall state the total tender price in figures and in words, in RWF, with VAT shown separately, and the offer's validity period of 120 days from the submission deadline.
- **Priced Bill of Quantities.** In .xlsx and .pdf formats, using the format received.
    - Every item shall be priced. Items left unpriced will be deemed included in other rates.
    - Descriptions, quantities and units shall not be altered.
    - Provisional sums and contingencies shall be kept as stated.
    - In case of arithmetic errors, the unit rate prevails.
- **Cash-flow forecast.** Expected IPCs payments over the construction period, consistent with the work program in the technical offer.
- **Tax compliance.** Declaration that the prices include all taxes, duties and charges applicable in Rwanda.

**6. PERFORMANCE SECURITY**

The successful bidder shall furnish a Performance Security of ten percent (10%) of the Accepted Contract Amount, in accordance with Sub-Clause 4.2 of the Particular Conditions.

# ANNEX 3 BID DATA SHEET

Procuring Entity
African Conservation Academy LTD
Mwiri, Kayonza, Eastern Province, Rwanda

Location
ACA construction site

Size of intervention
Built area 7.063 sqm + approx. 14.000s sqm external areas

Construction Permit
Awaiting approval

Client's representative
Angus Middleton
Academy Director
angusm@africanparks.org

Client's Project Manager
TO BE APPOINTED

Design Manager
arch. Alice Tasca
ASA Design LTD / partner
info@activesocialarchitecture.com

Design and Site Supervision coordination
arch. Sarah Beyer + arch. Alice Tasca
ASA Design Ltd
KN 7 Avenue 73, Kiyovu, Kigali, Rwanda
info@activesocialarchitecture.com

# ANNEX 4 PROPOSAL FORM

**Company**
*legal address and operative address*

**Registered**
*Date #*

**Certificates included**
*List of Annexes*

**References**
*List of Annexes*

**Financial offer (total)**
*RWF*

**Financial offer (per items)**
*RWF*

**Alternative solutions**
*List of Annexes (optional)*

**Proposed start of works date**
*Date*

**Proposed end of works date**
*Date*

DECLARATION

I hereby certify I fully understood the bid documents I received, which I consider adequate and clear to submit and sign the present proposal.

I hereby also confirm all information submitted in the present proposal are true and certified.

Date

on behalf of _____
*(Company's stamp and signature)*

## ANNEX 5 LETTER OF TENDER

# LETTER OF TENDER

NAME OF CONTRACT:

TO:

We have examined the Conditions of Contract, Specification, Drawings, Schedules including the Bill of Quantities, the Contract Data and Addenda Nos _____ for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents, for the sum of

_____
[*currency and amount in figures*]

_____
[*currency and amount in words*]

or such other amount as may be determined in accordance with the Contract.

We agree to abide by this Tender until _____ [*date*] and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a Contract Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

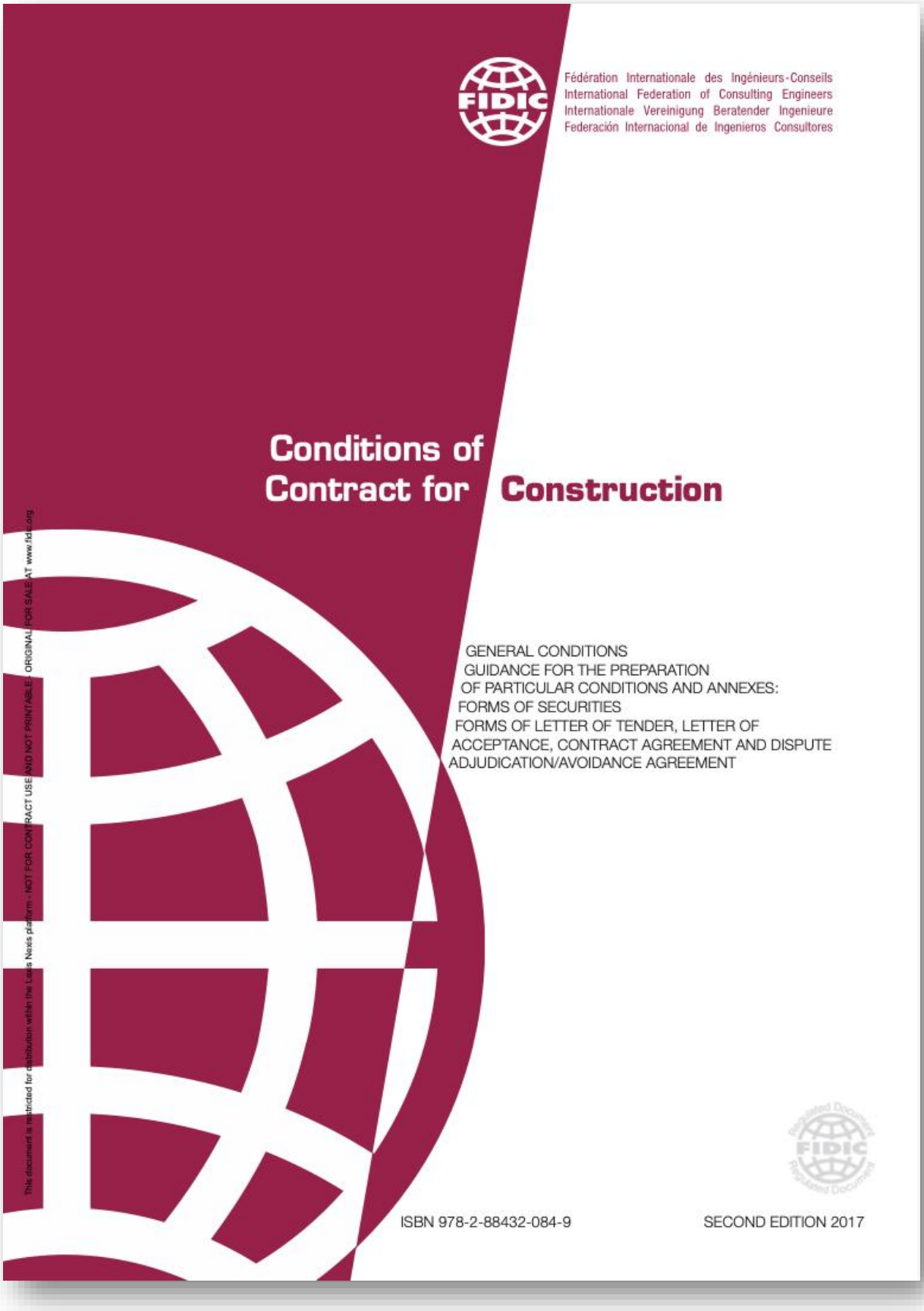
Signature _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of _____ _____

Address: _____

Date: _____

# ANNEX 6 CONTRACT TEMPLATE




*Click on image to open General Conditions of Contract*

## Fidic Contract Data

| Clause | Data to be Given | Data |
|---|---|---|
| **1.1.27** | Defects Notification Period (DNP) | 12 months |
| **1.1.31** | Employer's name and address | African Conservation Academy LTD<br>Mwiri, Kayonza, Eastern Province, Rwanda |
| **1.1.35** | Engineer's name and address | ASA Design LTD<br>KN 7 Avenue 73, Kiyovu, Kigali, Rwanda |
| **1.1.85** | Time for Completion | 18 months |
| **1.3(a)(ii)** | agreed methods of electronic transmission | email |
| **1.3(d)** | address of Employer for communications | academy@africanparks.org |
| **1.3(d)** | address of Engineer for communications | info@activesocialarchitecture.com |
| **1.3(d)** | address of Contractor for communications | To be announced |
| **1.4** | Contract shall be governed by the law of | Rwanda |
| **1.4** | ruling language | English |
| **1.4** | language for communications | English |
| **1.8** | number of additional paper copies of Contractor's Documents | 0, soft copy only |
| **1.15** | total liability of the Contractor to the Employer under or in connection with the Contract | The Accepted Contract Amount |
| **2.1** | the Contractor shall be given right of access to and possession of the Site within the following period after the Commencement Date | 5 days |
| **4.2** | Performance Security (as percentages of the Accepted Contract Amount in Currencies) | 10 % currency RWF |
| **4.7.2** | period for notification of errors in the items of reference | 5 days |
| **4.19** | period of payment for temporary utilities | 10 days |
| **4.20** | number of additional paper copies of progress reports | 0, soft copy only |
| **5.1(a)** | maximum allowable accumulated value of work subcontracted (as %) | 20 % |
| **6.5** | normal working hours on the Site | 6 am – 6pm |
| **8.3** | number of additional paper copies of programs | 0, soft copy only |
| **8.8** | Delay Damages payable for each day of delay | 0.1 % of the Accepted Contract Amount |
| **8.8** | maximum amount of Delay Damages | 10 % of the Accepted Contract Amount. |
| **14.2** | total amount of Advance Payment (as a %) | 10% of the Accepted Contract Amount |
| **14.2** | currency of Advance Payment | RWF |
| **14.2.3** | percentage deductions for the repayment of the Advance Payment | 20 % |
| **14.3(iii)** | percentage of retention | Five percent (5%) shall be retained from each Interim Payment Certificate, up to a limit of Retention Money of five percent (5%) of the Accepted Contract Amount. |
| **14.6.2** | minimum amount of Interim Payment Certificate (IPC) | 5% of the Accepted Contract Amount |
| **14.7(a)** | period for payment of Advance Payment to the Contractor | 15 business days |

| | | |
|---|---|---|
| **14.7(b)(i)** | period for Employer to make interim payments (Sub-Clause 14.6) | 15 business days |
| **14.7(b)(ii)** | period for Employer to make interim payments (Sub-Clause 14.13) | 15 business days |
| **14.7(c)** | period for Employer to make final payment | 40 business days |
| **14.8** | financing charges for delayed payment | Three (3) percentage points per annum above the weighted average lending rate of commercial banks most recently published by the National Bank of Rwanda at the date on which payment fell due. |
| **14.11.1(b)** | number of additional paper copies of draft Final Statement | 0, soft copy only |
| **14.15** | currencies for payment of Contract Price | Local RWF |
| **14.15(c)** | currencies and proportions for payment of Delay Damages | RWF |
| **17.2(d)** | forces of nature allocated to Contractor | none |
| **21.1** | Mediation | The DAAB shall comprise one member, appointed jointly by the Parties within 28 days after the Commencement Date. If the Parties fail to agree, the arbitration will be conducted as per 21.6 of the Special Conditions. |

## Fidic Special Conditions of Contract

| Clause | Special Provision (Amendment or Addition) |
|---|---|
| **Section 1 – General Provisions** | |
| **1.3 – Notices and Other Communications** | A Communication Protocol shall be issued to the Contractor together with the Letter of Acceptance. It shall set out, as a minimum: the channels to be used for each type of communication; the authorised senders and addressees for each Party, the Engineer and the Employer's Project Manager, and the persons to be copied; the reference numbering of letters, Notices, instructions, submittals, requests for information, minutes and reports; the formats and templates to be used; the shared document platform; and the response times.<br>The Parties shall strictly follow the Communication Protocol for all communications under or in connection with the Contract. The Employer shall ensure that the Engineer, the Employer's Project Manager and the other Employer's Personnel do the same, and the Contractor shall ensure that the Contractor's Personnel and its Subcontractors do the same.<br>The Communication Protocol does not amend the Contract. In case of conflict between the Communication Protocol and the Contract, the Contract shall prevail. |
| **1.5 – Priority of Documents** | The order of precedence of documents shall be: (1) Contract Agreement, (2) Letter of Acceptance, (3) Letter of Tender, (4) Particular Conditions Part A – Contract Data, (5) Particular Conditions Part B – Special Provisions, (6) General Conditions of Contract (FIDIC 2017), (7) Drawings, (8) Technical Specifications, (9) Bill of Quantities and other Schedules, (10) the Contractor's bid, including the ESMP and the commitments referred to in Sub-Clause 6.13. |
| **1.13 – Compliance with Laws** | The Contractor shall comply with all applicable laws and regulations of the Republic of Rwanda, including but not limited to the Rwanda Building Code (2019), and the MIFOTRA Occupational Safety and Health Regulations (2019). |
| **Section 2 – The Employer** | |
| **2.1 – Right of Access to the Site** | The Employer shall give the Contractor right of access to, and possession of, the Site within 5 days after the Commencement Date.<br><br>Such possession shall not be exclusive. The Site lies within the Akagera National Park concession area. Park management staff, rangers, and specialists appointed by the Employer, and the local cooperatives involved in the works may need access to the Site during the works, and the Contractor shall allow them access.<br><br>The non-exclusive possession of the Site, the access and cooperation described in Sub-Clause 4.6, compliance with Park regulations, and the prohibition of night work and artificial lighting are deemed included in the Contract Price and the Time for Completion, and shall not entitle the Contractor to an extension of time or additional payment. |

| Clause | Special Provision (Amendment or Addition) |
|---|---|
| | The Contractor, its personnel and its subcontractors shall comply at all times with the Park regulations, including speed limits, restrictions on movement outside the Site boundaries, and the prohibition of any disturbance to wildlife. |
| **2.4 – Employer's Financial Arrangements** | The Employer shall provide evidence of financial arrangements sufficient to meet the payments under the Contract if requested by the Contractor. |
| **Section 3 – The Engineer** | |
| **3.2 – Engineer's Duties and Authority** | The Engineer shall obtain the Employer's prior consent before taking any of the following actions:<br>(a) instructing a Variation under Sub-Clause 13.1 or 13.3 (consent to be given after the Project Manager's budget approval);<br>(b) instructing the use of Provisional Sums under Sub-Clause 13.4;<br>(c) instructing work on a Daywork basis under Sub-Clause 13.5;<br>(d) consenting to the replacement of the Contractor's Representative under Sub-Clause 4.3;<br>(e) consenting to the replacement of Key Personnel under Sub-Clause 6.12;<br>(f) requiring the removal of a person from the Site under Sub-Clause 6.9; and<br>(g) instructing suspension of the Works under Sub-Clause 8.9.<br>Items (d) to (f) shall be on the recommendation of the Project Manager. Consent is not required for items (f) and (g) where immediate action is required for safety. No consent shall be required for any agreement or determination under Sub-Clause 3.7. Any instruction under items (a), (b) or (c) above shall be valid only if it is issued together with the Employer's written consent, signed by the Employer's Project Manager. The Contractor shall not be entitled to payment for work carried out under such an instruction without that consent, except where immediate action is required for safety. |
| **3.3 – The Engineer's Representative** | No Engineer's Representative is appointed under this Sub-Clause. The Engineer's on-site architect shall act as an assistant to the Engineer under Sub-Clause 3.4, with the authority notified by the Engineer to both Parties. The on-site architect will be present on Site 4 days per week, and shall otherwise be available to the Contractor remotely five (5) days per week (Monday to Friday) for coordination, clarifications, and review of submissions.<br>The Contractor shall ensure that appropriate coordination, communication, and documentation procedures are in place to facilitate supervision and approvals within this arrangement, in accordance with the Communication Protocol referred to in Sub-Clause 1.3. |

**3.5 – Engineer's Instructions**

The Engineer shall provide weekly written site reports containing the official instructions to the Contractor. These reports shall be deemed to constitute the Engineer's formal communications under the Contract, and shall retain full legal value as records of instructions issued pursuant to this Sub-Clause.

No instruction contained in a weekly site report shall constitute a Variation unless it is expressly identified as a Variation and issued under Sub-Clause 13.3.1 with the Employer's consent. If the Contractor considers that an instruction in a weekly site report constitutes a Variation, it shall give Notice under Sub-Clause 3.5 before carrying out the work concerned.

The Contractor shall acknowledge receipt of such reports and comply with all instructions therein as binding communications from the Engineer. This does not prevent the Engineer from giving instructions at any other time in accordance with Sub-Clause 3.5.

**3.8 – Meetings**

One (1) meeting every 2 weeks shall be held with the participation of all relevant parties and the client's representatives to discuss site progress and coordination matters.

The minutes of the meeting shall be prepared and distributed by the Employer's Project Manager. Such minutes shall serve as a record of discussions and decisions taken, and the Contractor shall act accordingly.

**3.9 – Employer's Project Manager**

The Employer shall appoint a Project Manager and notify the Contractor and the Engineer of the Project Manager's name and contact details.

The Project Manager shall form part of the Employer's Personnel and shall act for the Employer in respect of the following functions:

(a) reviewing the Contractor's program and monitoring progress (Sub-Clauses 8.3 and 8.4), in place of the Engineer;

(b) measuring and valuing the Works and preparing each Interim Payment Certificate for the Engineer to check and issue (Clause 12 and Sub-Clauses 14.3 to 14.6);

(c) preparing the valuation of Variations for the Engineer to check;

(d) raising and managing the Employer's claims, including for Delay Damages under Sub-Clause 8.8;

(e) giving consent to Subcontractors under Sub-Clause 5.2, in place of the Engineer;

(f) monitoring the Contractor's personnel, health and safety, environmental and site security obligations, and approving the Health, Safety and Environment Plan under Sub-Clause 4.8;

(g) handling the Employer's securities, insurances and payments, with copies to the Engineer; and

(h) managing any DAAB or arbitration proceedings on the Employer's behalf.

| | |
|---|---|
| | Agreements and determinations under Sub-Clause 3.7 (including extensions of time, Delay Damages and the valuation of Variations where the Parties do not agree), and the issue of all certificates, remain with the Engineer, acting on the basis of the Project Manager's assessment where relevant.<br>The Engineer shall have no duty or responsibility in respect of the functions assigned to the Project Manager. The Project Manager has no authority to amend the Contract or to relieve either Party of any obligation under it. |
| **Section 4 – The Contractor** | |
| **4.2 – Performance Security** | The Contractor shall deliver to the Employer a Performance Security equal to ten percent (10%) of the Accepted Contract Amount, in RWF, within 14 days after receiving the Letter of Acceptance and in any case before signature of the Contract Agreement. The Performance Security shall be an unconditional, on-demand guarantee issued by a bank or insurance company licensed in Rwanda and acceptable to the Employer. It shall remain valid until 28 days after the expiry of the Defects Notification Period. |
| **4.4.2 - As-built records** | The Contractor shall prepare and submit complete As-Built Drawings reflecting all works as executed on Site.<br>Such drawings shall be prepared progressively during construction and submitted to the Engineer for review and approval prior to the issuance of the Taking-Over Certificate. |
| **4.4.3 - Operations and Maintenance Manuals** | The Contractor shall prepare and submit complete Operation and Maintenance Manuals for all installed systems, equipment, and materials forming part of the Works.<br>The manuals shall include, as applicable, manufacturer's instructions, maintenance schedules, safety procedures, and warranty information, and shall be submitted to the Engineer for review and approval prior to the issuance of the Taking-Over Certificate. |
| **4.6 - Cooperation** | The Contractor shall co-operate with, and allow appropriate opportunities for carrying out work to:<br>• the Akagera National Park management, rangers and security staff<br>• specialists appointed by the Employer<br>• the Akagera Community Center and its users<br>The Contractor shall coordinate its program and site activities with these parties independently from the supervising team. |
| **4.8 – Health and Safety Obligations** | The Contractor shall prepare and implement a *Health, Safety and Environment Plan* including risk assessment, emergency |

| Clause | Special Provision (Amendment or Addition) |
|---|---|
| | procedures, PPE use, and waste management, for approval by the Employer's Project Manager prior to commencement. |
| **4.14 - Avoidance of interference** | The Contractor shall establish and enforce strict daily security and cleaning procedures to mitigate the environmental impact of the construction site in such a sensitive area. The construction activities shall not interfere with Park operations, the functions of the Community Center and the use of the public road. |
| **4.18 – Protection of the Environment** | The Contractor shall protect the environment, prevent pollution and comply with the applicable environmental laws and regulations of Rwanda. No burning of waste or discharge into drainage systems or the wetland shall be permitted.<br><br>The Environmental and Social Management Plan (ESMP) submitted with the Contractor's bid forms part of the Contract. Within 28 days after the Commencement Date, the Contractor shall submit to the Employer an updated, site-specific ESMP, and shall implement it throughout the execution of the Works. The Contractor shall report on the implementation of the ESMP in each monthly progress report under Sub-Clause 4.20. |
| **4.21 – Security of the Site** | The Contractor shall be responsible for the security of the Site 24 hours a day until the Taking-Over Certificate is issued. It shall establish and enforce daily security procedures, including control of access and keeping a register of personnel, visitors and vehicles entering and leaving the Site. |
| **4.22 - Contractor's Operations on site** | The Contractor shall keep the Site clean and tidy at all times, removing waste and surplus materials daily in accordance with the Environmental and Social Management Plan. On completion, the Contractor shall clear the Site and reinstate any area disturbed outside the building footprint. |
| **Section 6 – Staff and Labour** | |
| **6.4 – Labour Laws** | The Contractor shall comply with the labor laws of Rwanda and ensure all workers are registered under *RSSB* and insured against occupational injuries. |
| **6.5 – Working Hours** | The Contractor shall carry out all construction activities during day hours, from 6:00 a.m. to 6:00 p.m., unless otherwise authorized in writing by the Engineer.<br>Night work and artificial lighting of the Site are not permitted, to avoid disturbing wildlife. |
| **6.12 – Key personnel** | The Contractor shall provide and maintain, for the duration of the Works, a competent and adequately staffed site team with qualifications appropriate to their respective duties.<br>At minimum, the Contractor shall assign the following key personnel, whose curriculum vitae, qualifications, and availability shall be submitted to the Engineer for approval prior to commencement: |

- Contractor's Representative (Project Manager)
- Site Engineer
- MEP Engineer (Electrical)
- MEP Engineer (Mechanical / Plumbing / WWTP)
- Foreman
- Land surveyor
- Carpenter (Finishing / Joinery Specialist)
- Welder / Metal Fabricator
- Health, Safety and Environment (HSE) Officer
- Community Liaison and Gender Officer
- Quantity Surveyor / Site Quantity Officer
- landscaper

All staff shall remain assigned for the entire duration of the Works unless otherwise approved by the Engineer. Any proposed replacement shall have equal or higher qualifications and experience and shall be subject to prior approval by the Engineer.

**6.13 – Local Employment and Gender Inclusion**

The Contractor shall meet the following commitments stated in its bid:

- the percentage of the workforce recruited from the surrounding communities
- the percentage of women in the workforce, including in skilled and supervisory roles
- the training and skills-transfer activities for local workers

The Contractor shall report on these commitments in each monthly progress report under Sub-Clause 4.20, with figures for the reporting period.

Failure to meet the commitments without justification accepted by the Employer shall be considered a failure to perform an obligation under the Contract, and Sub-Clause 14.6.2 shall apply.

## Section 7 – Plant, Materials and workmanship

**7.3 – Inspection**

The Employer's personnel and the Engineer shall be entitled to inspect all parts of the Works at all reasonable times.

## Section 8 – Commencement, delays and suspension

**8.1 Commencement of Works**

The Engineer shall issue the Commencement Notice within 7 days after signature of the Contract, provided that the Performance Security and insurances have been submitted.

**8.3 Construction Programme**

The programme shall be submitted in native Microsoft Project / Primavera P6 format and PDF, resource-loaded, showing the critical path, Milestones, and planned monthly values consistent with the cash-flow forecast. Once accepted, it shall be the baseline programme. The Contractor shall update it monthly with each progress report under Sub-Clause 4.20, showing actual against baseline progress. If critical-path progress falls more than 14 days behind the baseline, the Engineer may instruct the Contractor under Sub-Clause 8.7

| Clause | Special Provision (Amendment or Addition) |
|---|---|
| | to submit, within 7 days, a revised programme and the methods it will adopt to recover the delay, at the Contractor's cost. |
| **8.5 Extensions of Time** | (a) Climatic conditions shall be exceptionally adverse under Sub-Clause 8.5(c) only where the rainfall recorded at the Rwanda Meteorology Agency station in Kayonza in a calendar month exceeds the 10-year average for that month by more than 30%. The Contractor's programme shall allow for the normal rainy seasons. (b) Where a delay for which the Employer is responsible is concurrent with a delay for which the Contractor is responsible, the Contractor shall be entitled to an extension of time for the concurrent period, but not to additional Cost. |
| **Section 13 – Variations and adjustments** | |
| **13.7 – Adjustments for Changes in Cost** | Schedule(s) of cost indexation not applicable. |
| **Section 14 – Contract price and payment** | |
| **14.2 – Advance Payment** | The Employer shall make the defined advance payment after receiving a valid Advance Payment Guarantee of equal value. |
| **14.9 – Payment of Retention Money** | The Retention Money shall be released in full after the expiry of the Defects Notification Period and the issue of the Performance Certificate, less any amounts for outstanding defects. The release of the first half of the Retention Money upon the Taking-Over Certificate, under the General Conditions, shall not apply. |
| **Section 19 – Insurances** | |
| **19 – Insurance** | The Contractor shall effect and maintain, from the Commencement Date until the issue of the Performance Certificate, the insurances required under Clause 19 and the Contract Data, in the joint names of the Contractor and the Employer where applicable. Evidence of the insurances shall be submitted to the Employer before the Commencement Date. The Engineer shall not issue the Commencement Notice until the Performance Security and the insurances have been received. |
| **19.1 – Period for submission of evidence of insurance and policies** | Before the Commencement Date |
| **19.2.1 (b) – Additional amount to be insured, as % of replacement value** | 15% |
| **19.2.1 (iv) – Maximum deductible for insurance of the Employer's risks** | RWF 30 million per occurrence |
| **19.2.4 – Minimum amount of third party insurance** | RWF 1.5 billion per occurrence, unlimited number of occurrences. |

| Clause | Special Provision (Amendment or Addition) |
|---|---|
| **19.2.5 – Insurance of the Contractor's employees** | As required by the laws of Rwanda (RSSB occupational hazards) |
| **Section 21 – Disputes and arbitration** | |
| **21.6 – Amicable Settlement and Arbitration** | Any dispute arising out of the Agreement shall be first resolved amicably through good faith negotiations by the parties. If the Parties fail to reach an amicable settlement within 30 days from the date one party give the other written notice of dispute to the other the Dispute shall be referred and finally settled by Arbitration administered by the Kigali International Arbitration Centre (KIAC) under the KIAC Arbitration Rules in force at the date of the request for arbitration". The arbitral tribunal shall consist of three (3) arbitrators. The seat of arbitration shall be Kigali, Rwanda, and the arbitration shall be conducted in English. |