

## Request for Proposals: Update of Proecco Web Portal

General Information about the Project			
Project Name / Domain	PROECCO PROGRAMME: Promoting Climate Responsive Building Material Production and Off-farm Employment in the Great Lakes Region		
Project activity codes	Output 3.2, 4.1 and 4.2		
Implementing Agency	Skat Consulting Rwanda Ltd	Procurement Authority	Skat Consulting Rwanda Ltd
<b>Background Information about the Project</b> <p>Since 2013, SKAT Consulting Ltd. (Skat) is implementing the project known as PROECCO Programme and is mandated by the Swiss Development and Cooperation (SDC). The overall aim of the project is to minimise the impact of building material production on the environment while improving the livelihoods and working conditions of workers in the brick production sub-sector. The Project brings together a wide range of stakeholders along the construction value chain includes the building material producers, housing developers, contractors, labour, raw material suppliers, business service providers, authorities, training institutions, etc.</p> <p>The SDC has been involved in the field of local building materials in the Great Lakes region since 2012 through PROECCO mandating SKAT as main implementing partner. This programme works with a view to preserving natural resources and creating jobs and incomes for young people. In the last two phases of implementation (2012-2016 and 2016-2020), the project has been successful:</p> <ul style="list-style-type: none"> <li>to test and validate technologies for the production of modern bricks (MB) that allow (1) the improvement of workflows, (2) the substitution of firewood by alternative fuels (bio-waste), (3) the reduction of energy consumption by up to 80%;</li> <li>to develop one of the types of improved baked brick, called modern brick (MB), energy efficient (reduction of wood cutting) and meeting the standards of strength and durability as a building material.</li> <li>to develop a training program in industrial ceramics for integration into technical schools.</li> <li>to successfully integrate women into the production and construction of modern bricks.</li> <li>demonstrate the enormous potential for reducing CO2 emissions for green transformation of the Great Lakes Region's construction industry.</li> <li>to design and test a wide repertoire of business models, from mobile microenterprises to semi-mechanized factories.</li> <li>to demonstrate an affordable housing model, (Swiss Cube) containing a constructive system, a method and model plan of participatory (re)subdivision for spontaneous neighbourhoods, which so far reproduced by the private sector and the authorities have been copied more than 2,000 times in the region.</li> </ul> <p>The 3<sup>rd</sup> phase of PROECCO (2021-2024) aims to maximise the comparative advantage of the project in national urban development strategies to promote a green transformation of the construction industry and sustainable housing in the three countries concerned, namely Rwanda, Burundi, and South Kivu in DRC.</p> <p>The aim of the programme is to boost the creation of jobs and income for young people in the brick industry while developing sustainable housing for the populations of the Great Lakes region and reducing the impact of the construction sector on the environment and climate.</p> <p>For this 3<sup>rd</sup> phase, PROECCO III selects four outcomes for the period 2020-2024, namely:</p> <ol style="list-style-type: none"> <li><b>Outcome 1, Framework condition:</b> Regulatory frameworks and tools to promote (i) building standards that promote low-CO2 services and (ii) an enabling environment for private investment are made available by the authorities of the region.</li> <li><b>Outcome 2, Finance and Markets:</b> The authorities and the private sector promote the modern brick: they contribute to the realization of "Low-Carbon" infrastructure projects and affordable housing, and an incentive framework allows private operators to access financing.</li> <li><b>Outcome 3, Skills transfer:</b> Local service providers have the technical skills needed for the development of the</li> </ol>			

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modern brick housing value chain and make them available to authorities and the construction sector.

- 4. Advisory support and quality control:** Local investors, producers and planners are competent for the establishment of low-carbon brickworks, construction, and modern brick planning, thanks to advisory support and quality control services.

### About the Type Assignments

Type of assignment	Competitive tender for Contract Award for developing and maintaining the updated PROECO WEB PORTAL
Thematic Areas of Assignment	Web development
Place of work	Great Lakes Region, Rwanda
Partners	SDC, RHA, NIRDA
Duration of validity	3 months after submission of the proposal
Cost Ceiling	N.A.

### Background Information about the Assignment and general requirements

To fulfil its role of:

- Transferring competences to various actors in the Modern Brick Value Chain and in the construction sector at large.
- Supporting the private sector by improving supply-demand of goods and services in the market.
- Providing manuals and calculations tools to promote business start-up and housing projects.
- Generating usable and updated information on the market.

Skat has decided to recruit a qualified web and app-design firm to update current Construction Industry Info website: <http://madeingreatlakes.com/>

The Updated Web portal will be initially prepared for Rwanda and eventually extended to Burundi and South Kivu. The Rwandan version is the sole object of this RFP and the award of the contract will not, in any case, imply that works will be extended to the other two Countries if not expressly requested by SKAT and upon approval of an additional quotation.

The main languages of the Updated Web portal will be English and French, with specific contents translated into Kinyarwanda whenever possible and upon agreement with Skat.

The portal should be accessible from the following platform:

- Most recent and common browsers on both windows and mac
- Android and IOS dedicated apps (not all contents may be accessible on the apps)
- Unstructured Supplementary Service Data (USSD) for specific contents only

It is envisioned that SKAT will finance and host the portal during its initial stage however, the final hosting, responsibility and management would be transferred to a third party (potentially a Government Institution) for its long-term operations.

Update and upload of the web-portal should be enabled for the administrator on Skat side. The bidder is advised to offer training in its proposal should this be required for proper day-to-day maintenance.

Statistical data collection on pages visited, time on each page and interactions with the web-portal and Apps will be required for monitoring purpose on users' behaviour.

### Terms of Reference

In a bid to support the enhancement of the MB and Construction market in Rwanda, Skat envisions the establishment of a Web Portal, Android/IOS App and USSD services organised in 5 (five) main sections.

The assignment is supposed to last no longer than 6 months for development with development stages indicated below. A

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draft of each section will be completed and submitted to SKAT for comments and feedback. It is expected that the consultant will ensure at least 1 year of technical support, including updates when necessary, after the completion of the tasks.

The main sections expected contents and timelines are described below.

A log-in system should be put in place with different level of access for each section. While registration will not be necessary for "Section 0: Welcome page" and "Section 1: Information and Manuals", it will be required to access the remaining section 2, 3 and 4. The registration will be free of charge, until different indications will be provided by SKAT and its partners.

Online payment will not be required for the initial stage of operations of the web portal; however, it is required that the proposed solution would allow, in the future, the monetisation of some of the services (Section 2, 3 and 4) in a bid to ensure self-sustainability of the portal.

### **Section 0: Welcome page**

This page(s) should present the project in simple and effective way. It should contain key information on the purpose of the project, its partners and relevant news on PROECCO activities or other events/news related to the market. Links to Skat and PROECCO Social Media will be also present in this page(s). It is mandatory that this section can be easily updated with media content and linked to other Skat social media platforms.

The Welcome Page shall contain clear indications on the 4 sections below, explaining the purpose of each of them and ensuring ease of access.

This section shall be completed within 1.5 months from contract award for comments from SKAT. This section should be available on both browser and Apps.

### **Section 1: Information and Manuals**

It is the main contents' repository of the portal and contains part of the material currently available on <http://madeingreatlakes.com/> website and it is expected that the selected firm will suggest ways in which such material could be re-arranged and re-organised for enhanced usability. The section can be further reorganised with the following sub-sections:

1. Manuals organised by topic.
2. Trainings and Video tutorials organised by topic.
3. Relevant legislation organised by topic.
4. A gallery of completed / ongoing project images and videos
5. Other training and information sharing material

Additional material both in PDF and Video format will be produced during the duration of the Phase 3 (until to 2024) and the portal as well as the Apps will need to have the capacity to be easily and effectively updated with this type of material.

This section shall be completed within 1.5 months from contract award for comments from SKAT. This section should be available on both browser and Apps.

### **Section 2: Market Place**

The objective of this section is to enhance linkages between supply and demand in the Modern Brick construction sector. The sections should be designed like a marketplace website in which service and goods providers offer their services to potential clients and customers. The service/goods providers shall be enabled to register on this section providing detailed information about their activity, estimated price/fees, availability in providing services/goods, previous experiences, and other relevant information to be discussed with SKAT. Appropriate legally binding clauses need to be established to ensure that the registration on the portal will imply automatic authorization to data sharing on the same portal.

A Backoffice review mechanism should be envisioned to ensure that all new members aspiring to be registered into the system would comply with minimum requirements to be established by SKAT and its partners.

A rating system where customers / clients can provide feedback on services received should be established to ensure quality control. A blacklist or priority system may also be established to incentivize the provision of good quality services.

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A partial list of potential categories to be included in the marketplace can be, but not limited to:

**Consultants / Experts / Technical firms**

- Artisanal and semi-industrial kiln and production line design, construction, and supervision (Architects / Engineers/ Industry experts / Firms)
- Brick molding machine producers
- Architects and Engineer (including firms) with previous experience on the RLB and Swiss Cube technology design, construction, and construction supervision with previous experiences.
- Economists with experience in feasibility studies on both Production and housing development / or Business advisors specialized in brick production plant of different scales.

**Workers**

- Kilns Operators
- Machines' repair and maintenance, including Moulde Craftsman.
- Masons / bricklayers with previous experience on the RLB and Swiss Cube technology
- Carpenters and other professionals with previous experience on the RLB and Swiss Cube technology

**Brick sale and other business offers**

- Brick Sellers organized by type/quality<sup>1</sup> of bricks produced.
- Business for sale / lease
- Clay land for sale / lease

Spatial information (GIS) will be part of this section, showing location or area of interest of different suppliers, when relevant. The selected firm will ensure linkages with online mapping platform to ensure that this function will be effective and easy to use with limited external support. SKAT will support in this section with its own GIS resources and data, however, the system should be capable of recording new spatial information independently.

The section should be equipped with an internal search engine capable of filtering registered service and goods suppliers based on main features such as, but not limited to:

- Category of service / good supplied
- Specific expertise (users can register selecting multiple entries)
- Individual / firms
- Years of experience in the sector
- Location
- Rating, linked to other filters
- Fees, prices (when relevant) linked with other filters
- Type of bricks produced (when relevant)
- Other to be agreed with SKAT

This section shall be completed within 2 months from contract award for comments from SKAT and initial roll out among service and goods providers. This section should be available on both browser and Apps.

A USSD code to enable registration on the portal of service/goods providers with limited access to internet would be evaluated for this section. Alternatively, the selected firm, will support Skat with appropriate open days to facilitate the registration of all users. The selected firm will develop a standard operation checklist to facilitate SKAT or future administrator will conduct a regular check and report maintenance firm for errors.

Suitable monetization strategies could be identified for this section. This could include subscription for service/goods providers or for users. It is no envisioned that the portal would manage transaction related to the purchase of services or goods, leaving this aspect to direct, private negotiation between the users.

<sup>1</sup> As established by SKAT laboratory tests

### Section 3: Online calculation tools

During its activities, SKAT elaborated several calculation tools based on Ms Excel. Such calculation tools are currently being completed by SKAT and will be soon validated. The tools produced till date can be organised in the following main categories:

- Construction costs calculator
- Structural calculations
- Financial feasibility

An example of calculations tool can be seen on <http://madeingreatlakes.com/constructor-zone/tools/>

The selected firm will be tasked with the transposition of the Ms Excel spreadsheets tools into interactive online calculators at the services of online users. The objective is to share and divulgate self-assessment tools for professionals, technicians, and investors in both the brick production and construction industry.

Outcomes of the calculations, when relevant, shall present a list of suitable professionals listed in Section 2 or link to a selection of Training and Information material in Section 1 automatically.

This section shall be completed within 4 months from contract award for comments from SKAT and initial testing of its functionality. This section should be available on browser and feasibility on its transposition on Android or IOS Apps will have to be assessed by the firm (with clear extra pricing indications, if any) at submission stage. No USSD code is envisioned for this section.

The bidder will be requested to submit a work-in-progress transposition of the tool on a web page or on an App as a demonstration of its capacity to perform the task and for SKAT's evaluation. The original excel file will be shared with the bidder upon request to [procurement@skat.int.ch](mailto:procurement@skat.int.ch) and after signing a non-disclosure agreement with SKAT.

Suitable monetization strategies could be identified for this section. This could include subscription plans for accessing the tools or for accessing a larger set of information and/or features.

### Section 4: Market Observatory (MIS)

One of the key elements to promote the investment in Modern Brick (MB) production or in affordable housing supply is an effective up-to-date market monitoring system, currently partially undertaken by SKAT, capable of providing reliable and verified intel on the market, hence supporting the decision-making process.

To overcome this gap, SKAT wishes to support the establishment of an online Observatory based on a Management Information System (MIS), linked to, and informed by data from different sources and organized in different categories.

A non-exhaustive list of possible data to be monitored are, but not limited to:

1. Approved, ongoing and pipeline housing project, containing information on construction material used, expected construction costs, location, developer, etc. Possible source of such information is RHA, CoK, Districts in Rwanda. SKAT will confirm on the availability and quality of this information after verifying with institutional partners.
2. Current brick production capacity, existing supply and expected demand. SKAT already monitors these data and constantly updates the figures. As a long-term strategy however, monetisation strategies would be evaluated to ensure the sustainability of this service on a commercial base.
3. Construction Industry monitoring would ensure constant updates regarding, but not limited to: construction material costs, access to credit cost, active construction material producers, estimated employees and working conditions. SKAT already monitors these data and constantly updates the figures. As a long-term strategy however, monetisation strategies would be evaluated to ensure the sustainability of this service on a commercial base.

Considering the evident linkages between the points above, it is envisioned that the selected firm will establish an integrated database to store, manage and analyse the information and produce meaningful statistical outputs. Spatial data (GIS), where relevant, shall also be included in this section, presenting spatial and alphanumeric information regarding the construction

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projects' status, production capacity, expected location of Clays sources, employment distribution, among others. SKAT will provide the necessary advice and information in all cases where the knowledge of the market is required.

This section shall be completed within 5 months from contract award for comments from SKAT and initial testing of the features. This section should be available on browser and feasibility on its transposition on Android or IOS Apps will have to be assessed by the firm at submission stage. No USSD code is envisioned for this section.

Suitable monetization strategies could be identified for this section. This could include subscription for accessing the tools or for accessing a larger set of information and/or features.

### **Mandatory Eligibility Criteria – Key Experiences and Qualifications (Y/N)**

The successful bidder will be selected following screening against qualification requirements and the competencies listed below. Applicants may be called for interviews and/or clarification discussions before the selection process is completed. The successful bidder will be selected after been evaluated and determined as compliant and having received high scores specific to the assignment. The following evaluation criteria will be applied:

Fields of Experience	<ul style="list-style-type: none"> <li>• Web Development</li> <li>• App development</li> <li>• Database management</li> <li>• Back-office management</li> <li>• Training</li> <li>• Development of standard operation manual for clients</li> </ul>
Operational Capacity	<ul style="list-style-type: none"> <li>• Proven track-record of similar assignments and complex web-portal design and management</li> <li>• Experience in managing integrated customer-based portals with attention to customer satisfaction and user experience.</li> <li>• Deployment time: kick-start of the activities after award</li> </ul>
Experts' qualification	Qualification, number, and time allocation of the selected team
Relevant working experience	Min 2 similar assignments in the region in the last 5 years
Experience in collaboration	Experience in working effectively with authorities, research institutions & private sector
Language	The consultant will need to avail translator for English / French / Kinyarwanda

### **Award Criteria**

	Demonstrable skills and educations of key team members to the specific assignment	Max 10
	Demonstrable similar assignments (links to be shared)	Max 15
	Experience working on international / national level projects	Max 10
	Proposed Methodology and time schedule for the assignment	Max 30
	Proposed technical support after completion	Max 15
	Economic Assessment based on 'best value-for-money' approach	Max 20

The applications received will be evaluated by the Internal Procurement Committee supported by an External Member

Timetable, Deadline	20/07/2021, at 16:00. application to <a href="mailto:procurement@skat.int.ch">procurement@skat.int.ch</a>	
Invitation Framework	Advertisement on our website, Twitter and LinkedIn	
Application Procedure	The interested firms are requested to submit the following documents to participate to the selection process: <ul style="list-style-type: none"> <li>• Letter formally requesting to the selection process, signed by the legal representative of the company.</li> <li>• Brief profile of the company</li> <li>• Project Portfolio highlighting similar experience or activities conducted that are pertinent with the scope of this assignment (attach links or images as relevant)</li> </ul>	

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	<ul style="list-style-type: none"> <li>• CV and brief profile of Key team members</li> <li>• List of support staff proposed with expected role</li> <li>• Technical proposal with time schedule</li> <li>• Financial proposal clearly indicating the Payment terms (advance payments, etc) organized according to the following structure:                             <ul style="list-style-type: none"> <li>- Welcome Page + Section 1</li> <li>- Section 2</li> <li>- Section 3 clearly mentioning any extra costs for calculation tools transposed into Apps</li> <li>- Section 4</li> <li>- Training</li> <li>- 1 year maintenance costs</li> <li>- TOTAL</li> </ul> </li> </ul> <p>The PROECCO/Skat team is committed to achieving diversity within the programme and encourages all qualified applicants. All applications will be treated in confidence. Upon submission of your application, you will receive an e-mail acknowledging receipt of your application.</p>
Pre-requisites	The applicant must not currently be working for SKAT as a long-term staff or for key beneficiary institutions.
Contract & Payment Arrangement	<p>The contract will be awarded to the firm that will achieve the highest score based on 'best value-for-money' approach.</p> <p>Each section will be billed by the consultant separately to SKAT and SKAT will notify the consultant on which sections he is authorized to work. While SKAT wishes to complete all sections, some of them may be delayed or may not be implemented in case of missing data or agreement with external partners or institutions.</p>
Members Evaluation Panel	
Confidentiality Confirmation	All documents submitted are treated as confidential.
General terms and conditions	The applicable GTC are appended to the tender document

**Signatures Procurement Committee:**

Managing Director: Enrico Morriello	Kigali, 25 June 2021
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## Annex 1:

### GENERAL RULES for CONTRACTS with CONSULTANTS

*The term "consultant" comprises individuals and corporate bodies and any employee thereof as stipulated in a contract.*

#### 1 General Clauses

- 1.1 Only written agreements shall be valid for both parties. Until such a written agreement is reached negotiations may be stopped at any time without imposing any financial or other obligation for any party. Each party will have to bear the costs arisen.
- 1.2 Only Skat Consulting Rwanda Ltd. is entitled to give directions, make amendments to the agreement or agree to extend the duration of the contract.
- 1.3 Skat Consulting Rwanda Ltd. is only liable towards the consultant. The consultant shall in general perform the work defined under this contract in person, and is not entitled to enter into any liabilities with third parties on behalf of Skat Consulting Rwanda Ltd.
- 1.4 The consultant is personally responsible, within the scope of the contract and specific terms of reference for the competent and careful execution of the work. He will therefore ascertain a comprehensive, competent and conscientious completion of the work. He shall make optimised use of the available technical and financial means and shall abide by the law and regulations in the host country in which the work shall be executed. He will not unjustly favour any third party.
- 1.5 The consultant shall at any time make clearly understood that he is working on behalf of Skat Consulting Rwanda Ltd. and other institutions involved where applicable. He commits himself to respect and uphold the interests of Skat Consulting Rwanda Ltd. and the specific project or mission in the host country. He agrees to refrain from all political activities in internal affairs in the country of assignment and to make an effort for constructive co-operation with the local government and other partners.
- 1.6 The consultant must not undertake any other assignments, paid or unpaid, which could impair the execution of the work.
- 1.7 Skat Consulting Rwanda Ltd. shall have the right to demand at any time details of all aspects of the work. The right to make enquiries may also be delegated to third parties by Skat Consulting Rwanda Ltd. The exercise of this right does not imply that the consultant is relieved of his obligation to perform the work according to the contractual regulations.
- 1.8 The Consultant shall inform Skat Consulting Rwanda Ltd. immediately by the quickest possible means of any event which could negatively influence or jeopardise the accomplishment of his work.
- 1.9 A budget for all remuneration and other costs arising shall be worked out as part of the contract. Any costs exceeding the budget shall only be met by Skat Consulting Rwanda Ltd. if written acceptable reasons are given and a written agreement to cover such costs is reached.

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## **2 Material procurement**

- 2.1 Equipment and materials which are necessary for the execution of the work and which are in excess of the normal working equipment of the consultant shall be purchased by Skat Consulting Rwanda Ltd. The consultant shall prepare a detailed procurement list in collaboration with the responsible Skat Consulting Rwanda Ltd. personnel. Equipment and material shall remain the property of Skat Consulting Rwanda Ltd. if not otherwise stated in the contract.
- 2.2 The consultant shall give proper attention to procurement matters with the objective of optimal use of funds.

## **3 Reporting**

- 3.1 Careful attention shall be paid to the reporting system. Apart from intermediary and final report as stipulated in the ToR, the consultant shall keep in close contact with Skat Consulting Rwanda Ltd. and shall maintain an exchange of opinion and information. Any special arrangement as to the requirements regarding reports (such as frequency, drafts of reports, the number of copies required and the language in which reports are to be written), are to be defined in the ToR. Reports shall be structured and concise and shall not only contain an account of facts, but also propose solutions to the problems identified. Reasons for proposed solutions shall be given.
- 3.2 Four weeks after the termination of the fieldwork, the consultant shall submit a detailed, comprehensive but concise report, in accordance with the terms of reference.

## **4 Copy Rights**

- 4.1 The results of the work of the consultant shall remain the property of Skat Consulting Rwanda Ltd.

## **5 Discretion**

- 5.1 Project papers of any kind as well as all other documents, information and data which are made available to the consultant or are generated or obtained from various sources by the consultant, shall be treated confidentially. All material shall only be used for the specific purpose of the work and must not be made accessible to third parties who have no connection with the task in question.
- 5.2 Skat Consulting Rwanda Ltd. may authorize the consultant in writing to refer to the contract executed for the purpose of reference in pamphlets, reference lists and advertisements. The consultant shall make such references in an objective manner and shall mention Skat Consulting Rwanda Ltd.'s involvement.
- 5.3 The consultant shall obtain a written consent from Skat Consulting Rwanda Ltd. before making any public statement in mass media (printed media, radio, television).
- 5.4 These rules remain in force also after termination of the contract.

## **6 Time Limits**

- 6.1 All dates stipulated in the contract are binding.

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## **7 Insurance**

- 7.1 If the consultant is considered self-employed with regard to the Rwanda social insurance requirements (RSSB scheme), he shall present to Skat Consulting Rwanda Ltd. a written confirmation that social insurance fees are his own responsibility (or sign the declaration in the contract for own insurance responsibility). The consultant shall take out sufficient insurance coverage against illness, accidents or death. He is not entitled to any claims towards Skat Consulting Rwanda Ltd. All costs incurred for this insurance coverage shall be borne by the consultant.
- 7.2 If the consultant is not considered self-employed, Skat Consulting Rwanda Ltd. will take out the obligatory insurance coverage. It remains the responsibility of the consultant to insure himself adequately against illness and other risks.

## **8 Remuneration**

- 8.1 For work rendered in Rwanda, hourly rates for effective working hours shall apply.
- 8.2 For services rendered out of Kigali, daily rates shall apply on the basis of eight working hours per day. For missions of a duration of more than ten days, a maximum of six working days per week shall be paid. Travel time for journeys to the place of work abroad and journeys abroad are considered as working time.
- 8.3 Income tax on fees paid to the consultant is the sole responsibility of the consultant.
- 8.4 This provision shall not apply where parties agree different in specific contracts.

## **9 Billing**

- 9.1 Payments from Skat Consulting Rwanda Ltd. to the consultant will only be made against statements. These statements shall only contain expenses and fees as defined in the contract. Separate invoices are requested, one invoice including the fees and another one including the expenses where they are paid differently.
- 9.2 The statements shall give detailed account of all costs and fees, especially the following points shall be covered: profession of the consultant, his designation in the company, charges taken during the execution of the work and the applicable consulting fee rate. the exact account of time spent and nature of services rendered. a separate excel timesheet with a detailed list of the time spent and services rendered
- 9.3 The statements shall be submitted to Skat Consulting Rwanda Ltd. within four weeks after the termination of the work.
- 9.4 In the event of a contract exceeding a duration of one month, partial payment may be agreed within the budget. However, the consultant is responsible to bill Skat Consulting Rwanda Ltd. for such payments in time.
- 9.5 In the event of a contract extending of the end of a calendar year, the consultant is required to submit an interim statement of accounts for the year terminated, before the end of January.
- 9.6 Final payment from Skat Consulting Rwanda Ltd. is due after the submission of the final report and its acceptance by Skat Consulting Rwanda Ltd.
- 9.7 The contract shall be considered as fulfilled after the work has been terminated and final payment has been made.



## **10 Withdrawal, Resignation**

- 10.1 Skat Consulting Rwanda Ltd. has the right to withdraw and the consultant has the right to resign from the contract at any time, but not later than four weeks in advance of a mission abroad. Natural calamities and other occurrences outside the control of the contracting parties may be considered as reasons for cancellation of the contract. No financial obligation of either party arises from such cancellation.

## **11 Miscellaneous**

- 11.1 The place of performance is the domicile of Skat Consulting Rwanda Ltd.
- 11.2 The contract is governed by Rwandan law. Primarily the specific contract and subsidiary to this the present general rules for contracts with consultants are applicable.
- 11.3 Any disputes arising from the contract between the consultant and Skat Consulting Rwanda Ltd. shall be settled before a competent court of law at the domicile of Skat Consulting Rwanda Ltd.

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