AVIATION TRAVEL & LOGISTICS

Standard Bidding Document for Provision of Office Supplies and Stationery Items under Framework Contract

Title of the Tender:	Tender for the Provision of Office Supplies and Stationery Items
Tender Reference Number:	007/ NCB/ATL/11/2026-27
Procurement Method:	Open tendering - Simplified Method
Date of Issue:	16th November 2026

Table of Contents

Invitation for Bids (IFB) 3

Section I. Instructions to bidders, Bid Data Sheet (BDS) 4
- **A. General** 4
- **B. Contents of Bidding Documents** 7
- **C. Preparation of Bids** 8
- **D. Submission and Opening of Bids** 15
- **E. Evaluation and Comparison of Bids** 17
- **F. Award of Contract** 20

Bid Data Sheet (BDS) 26

Bidder Information Form 27

Bid Submission Form 27

Technical Specifications 29
Lot 1: Office Supply 29
Lot 2: Stationery Items 35

Contract **40**

Declaration of Beneficial Ownership of Company **52**

Invitation for Bids (IFB)

Aviation Travel and Logistics Holding Limited (ATL) is a holding company established by the Government of Rwanda in October 2015 with the mission of managing aviation-related activities including travel, logistics, ground, freight and cargo handling, as well as charter services.

ATL has three subsidiaries that help position Rwanda as a regional aviation hub for tourism, cargo and logistics-related activities. The subsidiary companies include RwandAir Ltd., Rwanda Airports Company Ltd (RAC) and Akagera Aviation Ltd.

ATL (Hereinafter referred to as "Client") hereby invites eligible suppliers to provide proposals on the **Provision of Office Supplies and Stationery Items.** The tender is composed of two (2) lots; bidders shall be allowed to quote separate prices for one or more lots. More details are provided in the Terms of Reference. This Request for Proposal (RFP) has been addressed to all nationally eligible Suppliers.

All bids shall be accompanied by a declaration of commitment and will be physically submitted not later than **November 23rd, 2026,** at **9:30 am local time**. The address is provided in the **Instructions to Bidders, Bid Data Sheet.** Late bids will be rejected. Bids will be opened on the same day at **10:30 am local time**.

The tendering fee is FRW 10,000 deposited on the accounts of the Rwanda Revenue Authority (RRA), and proof of purchase of the tender document shall be provided together with other requested additional documents.

ATL reserves the right to cancel this tender at any stage before a contract is signed. All costs related to preparation and submission of the proposal shall be borne by the Supplier.

This shall be a one-year framework contract, renewable twice subject to satisfactory performance. Contract prices shall remain fixed for the eighteen (18) months, in accordance with applicable procurement regulations.

Sincerely,



Innocent MUNYENGANGO
Brig General
Chief Executive Officer

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this *(International or National)* Competitive Bidding (ICB/NCB) procurement are **specified in the BDS.** The name, identification, and number of lots are **provided in the BDS.**

1.2 Throughout these Bidding Documents:

(a) "Client/Procuring Entity" means the agency with which the selected Consultant signs the Contract for the Services.

(b) "Contract" means the agreement between the Procuring Entity and the successful bidder.

(c) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific assignment conditions.

(d) "Day" means calendar day.

(e) "Government" means the Government of the Republic of Rwanda.

(f) "Instructions to Bidders" (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.

(g) "SBD" means the Standard Bidding Document, which must be used by the Client as a guide for the preparation of the Bidding Document.

(h) "Sub-Contractor" means any person or entity with whom the Bidder subcontracts any part of the Supplies.

(i) the "lowest – evaluated bid" means a bid which is substantially responsive and offers the lowest price.

2. Source of Funds

The Procuring Entity (hereinafter called "Client") **specified in the BDS** has received funds (hereinafter called "funds") from *the source of funds or financing agency* **specified in the BDS** toward the cost of the project **named in the BDS.** The Client intends to apply a portion of the funds to the payments under the contract for which these Bidding Documents are issued.

3. Fraud and Corruption

3.1 Rwanda public procurement policy requires that all bidders, suppliers, and contractors, their subcontractors and the procuring entities representatives, observe the highest standard of ethics during

the procurement and execution of such contracts.[1] In pursuance of this policy, Rwanda Public Procurement Authority:

defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a civil servant or government entity;

(ii) "fraudulent practice"[3] means any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead a civil servant to obtain financial or other benefit;

(iii) "collusive practice"[4] an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the civil servant;

(iv) "coercive practice"[5] means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance

(v) "obstructive practice" is

(a) destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to materially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its information about matters relevant to the investigation or from pursuing the investigation;

(b) acts intended to materially impede the exercise of the RPPA's inspection and audit rights provided for under sub-clause 3.1 (e) below.

will 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 or obstructive practices in competing for the contract in question;

will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

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1 *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

2 *"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

3 *a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

4 *"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

5 *a "party" refers to a participant in the procurement process or contract execution.*

will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the RPPA to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the RPPA.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.1 of the General Conditions of Contract.

4. Eligible Bidders

4.1 Eligible bidders for public procurement are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession. Other bidders eligible for public procurement are provided for in public procurement regulations.

4.2 To be eligible bidders may be required to prove that they are members of a professional body or that they abide by any other rules or procedures set by Rwanda Public Procurement Authority in collaboration with stakeholders in public procurement.

4.3 Participation is open on equal conditions to all companies or persons fulfilling the requirements herein except where:

(i) The bidder is currently blacklisted
(ii) The bidder has been prosecuted and found guilty in court, including any appeals process on corruption charges
(iii) The bidder is bankrupt
(iv) The Bidder has been excluded in accordance with regional or international conventions.

This criterion shall also apply to the proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid.

4.5 A Bidder that is under a declaration of ineligibility by the RPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified in the **BDS.**

4.6 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Procuring Entity shall reasonably request.

5 Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6 Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8. Each page of the bidding document shall bear the procuring entity's stamp.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

6.2 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Documents.

6.3 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

6.5 Administrative documents required to bidders shall refer to the Laws in force in the bidders' home country

7 Clarification of Bidding Documents

Any bidder may request in writing to the procuring entity, at its address **mentioned in the BDS,** for clarifications on the bidding document. The Procuring Entity shall respond to any request for clarification within seven (7) days from the day of its reception. The Procuring Entity shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the Procuring Entity. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.3.

8 Modification to the Bidding Documents

8.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, the Procuring Entity may modify the bidding document by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding document and shall be communicated and forwarded in writing to all bidders who had bought the bidding document[6] and shall be made public through the communication channel that the Procuring Entity used to advertise the initial tender notice. Bidders who were given copies of addendum after they had bought the bidding document shall acknowledge receipt of each addendum in writing to the Procuring Entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.3

C. Preparation of Bids

9 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The procuring entity shall not be liable for any consequences related to the rejection of all bids or the cancellation of the procurement proceedings due to the reasons provided for

[6] *It is therefore important that the Procuring Entity maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.*

by the law on public procurement as modified and completed to date, unless it is proved that it was a consequence of its irresponsible conduct.

However, the procuring entity may charge a fee for obtaining copies of the bidding documents determined by the procurement regulations. The cost of the bidding document shall only be equivalent to the amount of money required to cover costs of its reproduction and its distribution

10 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

a) Bid submission form and Price schedules well printed and properly organized.
b) Copy of Trading License
c) Original or a certified copy of the Social Security certificate
d) Original or a certified copy of the tax clearance certificate
e) Bid security (if any)
f) Declaration of commitment (if applicable)
g) Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided
h) Proof of purchase of tender document
i) Appropriate samples /catalogues (if required)
j) A certificate of origin of the supplies and the manufacturer's authorisation
k) References of similar tenders executed (if required)
l) Written confirmation authorizing the signatory of the Bid to commit the Bidder

Any other information that the bidder considers important to the award process as it may be indicated in the BDS

11.2 In case of a Joint Venture (JV), each member of the association shall provide the documents stated in 11.1(b), (c), (d), (f) and (j).

12 Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

13 Alternative Bids

Unless otherwise **specified in the BDS,** alternative bids shall not be considered.

14 Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:

(a) For Goods manufactured in Rwanda:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods.

(ii) any Rwandan sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS.**

(b) For Goods manufactured outside Rwanda, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in Rwanda, or CIF named port of destination, as specified in the **BDS.**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS.**

(iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS;**

(c) For Goods manufactured outside Rwanda, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported.

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS,** prices quoted by the Bidder shall be subject to

adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15 Currencies of Bid

15.1 The Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **BDS.**

15.2 The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the Rwanda Francs.

15.3 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by Central Bank or any other authority **specified in the BDS** prevailing on the deadline for submission of bids or on any other date specified in the bidding document. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 26.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

16 Documents Establishing the Conformity of the Goods and Related Services

16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction,

that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

17 Documents Establishing the Qualifications of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

(a) that, if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Rwanda;

(e) that, if **required in the BDS,** in case of a Bidder not doing business within Rwanda, the Bidder is or will be (if awarded the contract) represented by an Agent in Rwanda equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(f) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Bids Validity Period

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

19 Bid Security

19.1 The Bidder shall furnish as part of its bid a Bid Security, if required, as **specified in the BDS.**

19.2 The Bid Security shall be in the amount specified in the BDS and denominated in Rwandan francs or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a guarantee from a banking institution or another authorised financial institution.

(b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission.

(d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked.

(e) be submitted in its original form; copies will not be accepted.

(f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;

19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.

19.4 A bid security issued by a local institution to guarantee a bid that was sent by a foreign bidder from hi/her country before the bid submission deadline, may be presented on the opening date and shall be considered as part of that bid

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.

19.6 The Bid Security may be forfeited executed:

(g) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or

(h) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 41;

(ii) furnish a Performance Security in accordance with ITB Clause 42;

(i) if the successful Bidder refuses corrections of its financial offer.

19.7 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.

19.8 If a bid security is **not required in the BDS**, and

19.9 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

19.10 if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

The Procuring Entity may **ask the RPPA to** declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the law on public procurement.**

20 Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "**ORIGINAL**." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "**COPY**." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed in indelible ink, stamped and signed by a person duly authorized to sign on behalf of the Bidder.

20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

21 Submission, Sealing and Marking of Bids

21.1 Bidders may always submit their bids by mail or by hand.

Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.

21.2 The envelopes containing the original and the copies shall be enclosed in one single envelope:

(a) The inner envelopes shall bear the name and address of the Bidder;

(b) The outer envelopes must be anonymous and be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1; and

(c) The outer envelopes must bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS;** and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1

21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

22 Deadline for Submission of Bids

22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS.**

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24 Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25 Bid Opening

25.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

25.2 Only envelopes that are opened and read out at Bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.

25.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are

present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

26 Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

27 Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 29. At his/her own initiative, a bidder may provide clarifications on his/her bid, but which shall not change its price or substance.

28 Responsiveness of Bids

28.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

28.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

28.3 affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

28.4 limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or

28.5 if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.6 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

29 Nonconformities, Errors, and Omissions

29.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

29.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

30 Preliminary Examination of Bids

30.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

30.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

(c) Bid Security, in accordance with ITB Clause 19, if applicable.

31 Examination of Terms and Conditions; Technical Evaluation

The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16 and 17, to confirm that all requirements specified in Section 6, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

32 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS,** using the selling exchange rates established by the source and on the date **specified in the BDS.**

33 Domestic Preference

Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS.**

34 Evaluation of Bids

34.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

34.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 34. No other criteria or methodology shall be permitted.

34.3 To evaluate a Bid, the Procuring Entity shall consider the following:

(a) evaluation will be done for Items or Lots, as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 12;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

(d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.

34.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

(a) In the case of Goods manufactured in Rwanda, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder.

(b) in the case of Goods manufactured outside Rwanda, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder.

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

34.6 If so **specified in the BDS,** these Bidding Documents shall allow Bidders to quote separate prices for one or more lots and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

35 Comparison of Bids

The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

36 Post-qualification of the Bidder

36.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

38 Award Criteria

The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39 Procuring Entity's Right to Vary Quantities at Time of Award

At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40 Notification of Award

40.1 Before the expiry of the bid validity period, the Procuring Entity shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bid's evaluation.

40.2 The notification shall specify that the major elements of the procurement process would be made available to the bidders upon request and that they have seven (7) days in which to lodge a protest, if any, before a contract is signed with the successful bidder**.**

40.3 The successful bidder may be required to provide a performance security in accordance with the procurement regulations. Such a security shall not exceed 10 % of the contract Price.

40.4 Upon signature of a contract, the Procuring Entity shall finally notify other bidders that their bids were not successful and will discharge their bid security, pursuant to ITB Clause 19.4.

40.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.6 The written contract shall be based on the bidding document, the successful bid, any clarification received and accepted, and any correction made and negotiation agreement between the Procuring Entity and the successful bidder.

41 Signing of Contract

41.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.

41.2 Within 15 (fifteen) and 21(twenty-one) days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Client.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42 Performance Security

42.1 Within 15 and 21 days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Procuring Entity.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Instructions to Bidders, Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: **Aviation Travel and Logistics Holding Ltd (ATL Ltd)** The name and identification number of the tender are: **007/ATL/11/2026-27** Names of the lots comprising this tender are: **The tender is composed of Two Lots and bidders shall be allowed to quote separate prices for one or more lots**. **a. Provision of Office Supply Items** **b. Provision of Office Stationery Items**
ITB 2.	The Source of funds: **ATL'S Ordinary Budget**
ITB 2.	The name of the Project is: **Tender for Provision of Office Supplies and Stationery Items**
ITB 4.3	A list of firms debarred from participating in Rwandan tenders is available at the address of the Rwanda Public Procurement Authority, www.rppa.gov.rw.
	B. Contents of Bidding Documents
ITB 7.1	For **Clarification of bid purposes** only, the ATL's address is: Attention: **CEO,** Career Center Building 6th floor, City: **Kigali-Rwanda,** E- mail address: ***procurement@atl.rw*** The Procuring Entity will respond in writing to any request for clarification, provided that such a request is received not later two (2) days prior to the deadline for submission of bids.
	C. Preparation of Bids
ITB 10	The language of the bid is: **English only**

ITB 11.1	The Bidder shall submit the following additional documents in its bid: **Preliminary evaluation/ eligibility bidder** a) Copy of Trading License (RDB Certificate), b) Certificate of current standing from RDB (Proof that the bidder is not bankrupt, undergoing liquidation or winding-up proceedings), c) Beneficial Ownership Disclosure Forms. **(Form is on page 52)** d) Bid Validity (120 days), e) Proof of purchase of tender document (10,000) paid to RRA account. **Administrative Documents** f) Price schedules filled and well printed, g) Company profile, h) Valid copy of the Social Security certificate (RSSB), i) Valid copy of the tax clearance certificate (RRA), j) Declaration of commitment, k) Technical specifications l) Reference of similar services ***proven by 3 (three) certificates of good completion.***
ITB 13	Alternative Bids ***shall not be*** considered.
ITB 14.5	The INCOTERMS edition is: *2020*
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: ***Kigali.***
ITB 14.7	The prices quoted by the Bidder **shall not** be adjustable for **18 months.**
ITB 14.8	Prices quoted for each item shall correspond at least to *100* % of the items specified. Prices quoted for each item shall correspond at least to *100%* of the quantities specified.
ITB 15.1	The Bidder is required to quote only in Rwandan francs. The quote shall be all applicable **taxes inclusive**
ITB 18.1	The bid validity period shall be **120 days from the date of bid opening**
ITB 20.1	In addition to the original bid, the bidder shall provide **three (3) copies**.
	D. Submission and Opening of Bids

ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **Company name** and mark the envelopes as "**ORIGINAL**" and "**COPY**."
ITB 22.1	For bid submission purposes, the ATL's address is: Attention: **Chief Executive Officer** Address: **Aviation Travel and Logistics Holding Ltd** Floor-Room number: **6th Floor, Career Center Building** City: **Kigali** Country: **Rwanda** The deadline for the submission of bids is: **Date: 23rd, November 2026**, **Time: 09:30 am. local time and Late bids shall not be accepted.**
ITB 25.1	The bid opening shall take place at: Street Address: **KG 541 ST,** Floor/ Room number*:* **6th Floor, Career Center Building,** City: **Kigali-Rwanda** Date: **23rd, November 2026**, Time: **10:30 am local time**
	E. Evaluation and Comparison of Bids
ITB 33	Domestic preference shall not be a bid evaluation factor.
ITB 34.3(a)	Bids will be evaluated for each item, and the Contract will comprise the item(s) awarded to the successful Bidder.
ITB 34.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *N/A* (a) Deviation in Delivery schedule: *N/A* (b) Deviation in payment schedule: *N/A* (c) The cost of major replacement components, mandatory spare parts, and service: *N/A* (d) The availability in Rwanda of spare parts and after-sales services for the equipment offered in the bid: N/A (e) The projected operating and maintenance costs during the life of the equipment *N/A* (f) The performance and productivity of the equipment offered: *N/A*
ITB 34.6	**Bidders shall be allowed to quote separate prices for one or more lots.**
	F. Award of Contract
	The successful bidder will be invited to sign the contract after negotiations.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission*]
Tender No.: *[insert number of tender notice]*

Page _____ of_ _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* ID/Passport Number [Insert the ID or Passport Number] Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1. ☐ In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
Tender No.: *[insert number of tender notice]*
Or Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____*[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply._____ **[***Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 and GCC Clause 18 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the RPPA, under Rwanda laws or official regulations, in accordance with ITB Sub-Clause 4.3;

(i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:_____ *[insert signature and stamp of person whose name and capacity are shown]*
In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of:_____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

LOT ONE (1) OFFICE SUPPLIES

Technical Specifications

Below are the items to be supplied under the tender for Office Supply Items

The unit price should be indicated in the table below, and the total price should be properly calculated to avoid errors.

Nº	Name of Goods	Specifications Techniques	QTY	Unit Price (RWF) VAT Inclusive	Estimated qty	Total price (RWF) VAT Inclusive
1	Sugar	White sugar, preferably made in Rwanda (to be delivered packaged) with RSB Certification and/or ISO	1kg		20kg	
2	Sugar	Brown Sugar preferably made in Rwanda (to be delivered packaged) with RSB Certification and/or ISO	1kg		100kg	
3	Diabetic sugar	Sugar preferably made in Rwanda (to be delivered packaged) with RSB Certification and/or ISO	1tin		10tin	
4	Coca Cola	Crate of Fanta (soda)	1 Crate		10 Crate	
5	Café/Coffee	Rwanda coffee (Gorilla) packets of 500g	1pkt		30pkts	
6	Café beans roasted	Gladden Coffee medium dark 500g (Roasted beans)	1pkt		10pkts	
7	Pure Natural Honey	Pcs of 500 mg (Made in Rwanda)	1ctn of 24		5ctn	
8	Rwanda tea (TEA BAG 100g)	Rwandan Tea Bag (Made in Rwanda) with RSB Certification and/or ISO	1pkt		50pkt	

9	Tea Bag 100g (GREEN TEA)	Rwandan Tea Bag (Made in Rwanda) with RSB Certification and/or ISO	1pkt		50pkt	
10	Teacups with saucer	Tea cups with saucer, good quality ceramic (white color)	1 set		30 sets	
11	Deli glassware set of 6pcs	Deli glassware, good quality set of 6pcs	1set		10 sets	
12	Ginger tea	Tea bags Tangawizi flower preferably made in Rwanda (to be delivered packaged) with RSB Certification and/or ISO	1pkt of 12pcs		20 pkt	
13	Tea masala	Tin of 100 g	1tin		30tins	
14	Serviettes	1 Pkt of 10 pcs SUPER	1pkt of 10 pcs		20pkts	
13	Facial tissues	1 Cartonctn of 50 pkts (Made in Rwanda)	1ctn of 50pkts		2ctns	
14	Essuit Tout Clean roll two in one	Clean Roll premium two-in-one	1pkt		100pkt	
15	Eponge (sponge)	Carton of 10 pcs each	1pkt		5pkt	
16	Dish towel (Essuit vessel)	Essuit vessel for dishes	1pkt of 6 pcs		4 pkt	
		Essuit vessel for cleaning tables	1pkt of 6 pcs		4 pkt	
17	Powder soap of 1 Kg (OMO)	Pc of 1Kg each	1kg		10kg	
18	Vim of 400 mg	Carton of 24 pcs	1ctn		5ctn	
19	Hand wash Vague	Carton 24pcs	1ctn		5ctn	

20	Toilet brush	1pc	1pcs		30pcs	
21	Imbuma		1pkt		4pkt	
	Anti-Odor Toilet Bowl Cleaner Tablets	Toilet Bowl Cleaner Tablets with machine	1pkt		10 ptk	
22	Takeaway coffee cups	1pkt of 10pcs (black or brown colors)	1pkt of 25pcs		10pcs	
23	Air freshener	(Toilet purposes) 1 pkt of 24pcs	1pkt 24pcs		12pkts	
24	Air freshener	Room Freshener price per pc	1pcs		10 pcs	
25	Toilet cleaner (e.g. Harpic, Din Pic)	Kills Germs 99.9%, Protects Bad Odours, Good and Super Fresh Smell, Safe on Septic Systems (Made in Rwanda)	1 ctn of 12 pcs		10 ctns	
26	Liquid soap of 5 litres, Multipurpose (Super)	Made in Rwanda with RSB Certification and/or ISO (Super)	1 jerrican of 5 L		4 jerricans of 5 litres	
27	Pledge	Original furniture polish (shines & protects wood and more)	1ctn 24pcs		5ctn	
28	Shinex window cleaner	Shinex window cleaner 650 ml	1ctn of 24		3ctn	
29	Insecticides bygone	1ctn	1ctn of 12		3ctn	
30	Stainless Steel (thermos) 1.5L	Thermos	1PC		2pcs	
31	Stainless Steel (thermos) 3L	Thermos	1PC		6pcs	
32	Bucket	Plastic (5 litres) price per pc	1pc		5pcs	

33	Jumbo Roll 175m	Paper towel for dispenser	1pkt		15 pkt	
34	Toilet bin	Pedal bin (5litres) price per pc	1pc		10pcs	
35	Garbage bag Everyday	Garbage bag (Everyday) 1pkt of 100pcs (For Trash Can)	1pkt		1pkt	
36	Trash can	Trash can with wheels for 12 L	1pc		2 pcs	
37	Toilet papers/ (different types)	Made in Rwanda with RSB Certification and/or ISO (Clear first quality)	1pkt		30Pkt	
38	Mopping rag	Price per 1 item	1pc		5pcs	
39	mopping brush	Price per 1 item	pc		5pcs	
40	Mopping stick (Laclette)	Price per 1 item	1pc		10pcs	
41	Jik White Colour Good Quality	White Colour	1pc		10ltrs	
42	Mega Roll XXL Multipurpose	Mega Roll XXL Multipurpose	1pc		30pcs	
42	Teaspoons, good quality stainless	Teaspoons, good quality stainless	1pc		20pcs	
43	Tea filter (utuyunguruzo tw'icyayi)	Tea filter (utuyunguruzo tw'icyayi)	1pcs		5pcs	
44	Coffee Filters	Coffee Filters 1packet with 100pcs	1pkt		3pkts	
45	Folks stainless steel	Folks (stainless steel) Good quality	1pc		20pcs	

46	Super General Refrigerator	Super general refrigerator Modal RFR-205-D Refrigerant mass 479 Voltage 220-240V-	1pc		2pcs	
47	Kalerm X580C Automatic Coffee Machine	4-litres water tank,1 Grinder + 2 Chocolate, Compartment 5-16 gr brewing amount • 10.1 Android system screen • 45 Cup knock box waste capacity • 2-litre drip tray • Network and water tank connection options • MDB connection system optional • Hot water outlet • 5-litre milk cooling unit included. • 220-240 V- 50/60 hz • Coffee cup height: Level1- 100 mm, Level 2- 160 mm • Weight: 30 kg • Dimensions: 56x38x69 cm	1pc		1 pc	
48	Mr Proper All-purpose cleaner (Mr Clean)	Mr Proper All-purpose cleaner (Mr Clean)	2 L		2 L	
49	Microwave	Super General	1pc		2pcs	
50	Water Dispenser silver dome	Good quality black	1pc		3pcs	

Total				

N.B;

All products must be made/ Produced in Rwanda Products except for products that are not locally produced.

The period of the framework contract shall be one year, renewable twice, subject to satisfactory performance. Contract prices shall remain fixed for the eighteen (18) months, in accordance with applicable procurement regulations.

The real quantity for each item will be determined by the purchase order. Delivery should be made within 2 days after receipt of the purchase order.

Products shall be delivered to the ATL office. Payment shall be made within 15 days after delivery.

The Bidder shall submit the following additional documents in its bid:

Preliminary evaluation/ eligibility bidder

- **a)** Copy of Trading License (RDB Certificate),
- **b)** Certificate of current standing from RDB (Proof that the bidder is not bankrupt, undergoing liquidation or winding-up proceedings),
- **c)** Beneficial Ownership Disclosure Forms,
- **d)** Bid Validity (120 days),
- **e)** **Proof of purchase/bank slip of tender document (10,000) paid to the RRA account**

Administrative Documents

- **f)** Price schedules filled and well printed,
- **g)** Company profile,
- **h)** Valid copy of the Social Security certificate (RSSB),
- **i)** Valid copy of the tax clearance certificate (RRA),
- **j)** Declaration of commitment,
- **k)** Technical specifications
- **l)** Reference of similar services ***proven by 3 (three) certificates of good completion***

LOT TWO (2) OFFICE STATIONERY ITEMS

Technical Specifications

NO	Name of Goods	Technical Specifications	QTY	Unit Price (RWF) VAT inclusive	Estimated qty	Price (RWF) VAT inclusive
1	Pencils	Pencils	1pkt		5pkt	
2	Post-it in different colours	Post-it small, different colours	1pkt		30pkt	
3	Post-it big size	Post-it big size / Medium	1pkt		30pkt	
4	Rules	Rules white colours	1pc		20pcs	
5	Business card holders	Business card holder, standard black and big size	1pc		30pcs	
6	Plastic files (white)	Plastic files white colours	1pkt		30pkts	
7	Plastic files Transparent	Plastic files Transparent	1pkt		20pkt	
8	Highlighter	Highlighter different colours	1pkt		30pkt	
9	Executive Signing Document holder (Black colour) A4 Executive	Document holder (Black colour) A4 Executive signing Holder Black Colours	1pc		10pcs	
10	Duracell	Batteries (Duracell) big AA1.5V/ LR6	1pkt		10pkts	
	Duracell	Batteries/ small for remote	1pkt		10pkts	
13	White Scotch Crepe paper	White Scotch Crepe paper	1pcs		10pcs	
14	Binder Clips (1-3/4) 19mm	Binder Clips (1-3/4) 19mm	1pkt of 5pkts		20pkts	
15	Binder Clips (1inch) 25mm	Binder Clips (1inch) 25mm	1pkt of 5pkts		20pkts	

16	Binder Clips (1-/4)32mm	Binder Clips (1-/4)32mm	1pkt (dozen) of 12		20 pkts (Each containing one dozen of 12 units)	
17	Binder Clips (1-5/8) 41mm	Binder Clips (1-5/8) 42 mm	1pkt (dozen) of 12		20 pkts (Each containing one dozen of 12 units)	
18	Binder Clips (2inc)51mm	Binder Clips (2inc) 51mm	1pkt (dozen) of 12		20 pkts (Each containing one dozen of 12 units)	
19	Envelopes A4	Envelopes A4	1pkt		30pkt	
20	Envelopes small	Envelopes small	1pkt		20pkts	
21	Envelopes White small	Envelopes White small	1pkt		10pkt	
22	Calculators	Calculators scientific	1pc		10pcs	
23	Rim of Papers	Rim of papers (white size 210X299mm, GSM:80, Quantity 500 sheets product A4 Copier	1pkt		50pkts	
24	Separators	Separators different colours	1pkt		20pkt	
25	Sharpeners	Sharpeners	1pkt		2pkt	
26	Filling boxes	Filling boxes (for big documents) of 50pcs	1box of 50pcs		3boxes	

27	Notebook Big size (samples to be provided during Bid submission)	Notebook big size (Subject notebook, durable PVC cover, 6 subjects;150 sheets, 70GSM Paper, 8mm wide ruled, spiral bound, sheet size:145mmx210mm	1pc		30pcs	
28	Notebook with no marked year (sample to be provided during Bid submission)	Agenda (notebook) with no year marked (black or navy blue)	1pc		20pcs	
29	Paper Clips different sizes	Paper Clips 50mm (1pkt) 78mm (1pkt) 100mm (1pkt	1pkts of 5pkts small 1pktof 5pkts mediu m 1pkt of 5pkts big size		-20pkts -20pkts -20pkts	
30	Paper Clips	Paper Clips (Rexel 10x1000xNo.16 (24/6)	1pkt of 5pkts		20pkts	
31	Signature Book fils	Signature book Fils (1) original, good quality	1pc		20pcs	
32	Pens	Pens- blue and black, Red	7pkt		20box for each	
33	Stapling machine	Stapling machine Dolphin 26/6-8 24/6-8 staples	1pc		20pcs	

34	Hand notes Office point (sais)	Hand notes Office point (sais)	1pc		50pcs	
35	Sign here in different colors	Sign here in different colors	1pk		30pkts	
36	Glue sticks UHU	Glue sticks UHU	1pc		30pcs	
37	Scissors, good quality, black	Scissors, good quality, black	1pc		5pcs	
38	Paper punch Dolphin 2.0mm-20 sheets	Paper punch Dolphin 2.0mm-20 sheets	1pc		30pcs	
39	Paper Tray black Good Quality	Paper Tray black Good Quality	1pc		40pcs	
40	White correction fluid	White correction fluid	1pkt		5pkt	
41	Laptop mouse, good quality	Laptop mouse, good quality	1pc		50pcs	
	Staples (rexel 10x1000x no16(24/6)	Staples (rexel 10x1000x no16(24/6) 1pkt of 5pkts	1pkt of 5pkts		30pkts	
42	Staple removers	Staple removers	1pc		20pcs	
43	Scotches	Scotches	1pc		10pcs	
44	Hand paper covers		1pkt		30pkts	
45	Transparent covers	Transparent Covers	1pkt		30pkts	
46	Markers	Markers in different colors	1pkt		20pcs	
47	A3 Papers	A3Papers good quality	1pkt		20pkt	
Total						

N.B;

All products must be made/ Produced in Rwanda Products except for products that are not locally produced.

The period of the framework contract shall be one year, renewable twice, subject to satisfactory performance. Contract prices shall remain fixed for the eighteen (18) months, in accordance with applicable procurement regulations.

The real quantity for each item will be determined by the purchase order. Delivery should be made within 2 days after receipt of the purchase order.

Products shall be delivered to the ATL office. Payment shall be made within 15 days after delivery.

The Bidder shall submit the following additional documents in its bid:

Preliminary evaluation/ eligibility bidder

a) Copy of Trading License (RDB Certificate),
b) Certificate of current standing from RDB (Proof that the bidder is not bankrupt, undergoing liquidation or winding-up proceedings),
c) Beneficial Ownership Disclosure Forms
d) Bid Validity (120 days),
e) Proof of purchase of tender document (10,000) paid to RRA account.

Administrative Documents

f) Price schedules filled and well printed,
g) Company profile,
h) Valid copy of the Social Security certificate (RSSB),
i) Valid copy of the tax clearance certificate (RRA),
j) Declaration of commitment,
k) Technical specifications
l) Reference of similar services ***proven by 3 (three) certificates of good completion***
m) **Sample of notebook and agenda**

FRAMEWORK CONTRACT

THIS CONTRACT ("Contract") Hereinafter referred to as the "**Contract**" is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms……, the …… of the Ministry of ……/name of the Public Institution (Hereinafter referred to as the "**Purchaser**" and …….. Ltd/Cie, a ….. incorporated in (Country) …… under the Registry number ……. Represented by Mr/Mrs/Ms ……., ID/PC N°……, issued at……., the …… of the company Hereinafter referred to as the **"Supplier"**

Article 1: Definitions

The following words and expressions shall have the meanings hereby assigned to them:

(a) "**Contract**" means the Contract Agreement entered into between the **.....** and **.....** , together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "**Contract Documents**" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "**Contract Price**" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) **"Completion**" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in this Contract.

(e) "**Day**" means calendar day.

(f) "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(g) **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

(h) "**Procuring Entity**" means the ..... (name of institution)

(i)"Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j)"**Subcontractor**" means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the Supplier.

(k) "**Supplier**" means ..... (name of the supplier)

(l) "**Purchaser**" means the ..... (name of the institution)

(m) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity;

(n) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation;

(o) **collusive practice** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant;

(p) **coercive practice** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;

(r) **Obstructive practices** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

Article 2: The Object of the Contract

The object of this contract is to supply to the Purchaser the goods as listed in Annex I: list of goods, quantities and technical specifications in accordance with their specifications detailed in Annex I.

Article 3: Contract Documents

1. This contract and its
2. Annex I: List of goods and Technical Specifications of the goods
3. Notification Letter
4. Negotiation minutes

5. Tender document
6. Bid

Article 4: Language

All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Contract shall be in the ..... language.

Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Article 5: Notices

Each party chooses as its address for all purposes under this Contract whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Contract as follows:

Purchaser:

…….

…….

…….

Supplier

…….

…….

…….

Any notice required or permitted under this Contract shall be valid and effective only if in writing, and shall be deemed to have been received on the date of delivery.

Any party may by notice to the other party, change its chosen address to another physical address and such change shall take effect on the eighth (8^{th}) day after the date of receipt by the party who last receives the notice.

Article 6: Contract management

The …….. in charge of …….. shall ensure the management of this contract on behalf of the Purchaser.

Governing Law, Dispute Resolution and Language

a. Governing Law

i. This Contract shall be governed by and construed in accordance with the laws of the Republic of Rwanda.

ii. The Parties have further agreed that if the provisions of this Contract are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.

iii. Invalidity of one or more provisions or articles of this Contract shall not invalidate any other provisions or the Contract as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution.

b. Dispute Resolution

i. Amicable solution:

Any dispute or differences between the parties arising out of this Contract shall, in the first instance, be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

ii. Litigation:

If the parties cannot settle the dispute amicably, the matter shall be referred to Rwanda national courts of competent jurisdiction.

c. Language

All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Contract shall be in the English language.

Article 9: Inspections and Audit by the Procuring Entity

The Supplier shall permit the Procuring Entity and/or persons appointed by the Procuring Entity to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors in order to evaluate the performance of the Contract by the Supplier, and to have such accounts and records audited by auditors appointed by the Procuring Entity if required.

Article 10: Duties and Obligations of the Supplier

2. The Supplier shall supply items whose specifications, details and quantities are detailed in the Technical Specifications herewith attached as **Annex 1.**

Article 11: Delivery Period and place of delivery

a. Delivery of goods, unless otherwise provided for in this Contract shall be effected within ..... (Days/months/years) starting from the date of signing of this contract by both parties.

b. The place of delivery shall be at .....

Article 12: Packaging, Marking and Delivery

a. All Goods shall be packaged in accordance with the provisions of the Technical Specifications. Where no provisions are made in the Technical Specifications for packaging, the Goods shall be properly packed for long-term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

b. Unless otherwise stated in this Contract, all containers (including packing cases, boxes, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.

c. Where necessary, the Supplier shall:

i. clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the Purchaser's order and include a packing note stating the contents thereof;

ii. on dispatch of each consignment, send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;

iii. send to the Purchaser a detailed priced invoice as soon as is reasonably practical after dispatch of the Goods, and

iv. State on all communications in the relevant order number and code number (if any).

d. Goods shall be delivered on the days, between the times and at the address stated in this Contract.

e. Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as required by the Contract, the Supplier shall be liable to make good to the Purchaser all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by the Purchaser in purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event the Purchaser shall be at liberty to retain the amount of any such loss or damage from any money due by the Purchaser to the Supplier but without prejudice to other methods of recovery open to the Purchaser.

Article 13: Quality

a. All Goods supplied shall comply with the requirements of the Technical Specifications, or shall conform in all respects to the sample which form part of the Contract.

b. All Goods covered by this Contract shall be the subject of the Purchaser's inspection and test at all times before, during or after manufacture. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by the Purchaser. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors.

c. If the Supplier fails to supply Goods, materials, workmanship or services in accordance with the provisions of the Contract, the Purchaser may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.

d. All rejects shall be held at the Supplier's risk and expense including all transportation and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples specified in this Contract.

e. In the event of the Supplier failing to remove such rejected Goods within twenty (20) days of notification of the rejection, the Purchaser shall be at liberty to return them at the Supplier's risk, the cost of carriage being recoverable from the Supplier.

Article 14: Contract price

a. The contract price is **……..** Rwanda **Francs (..... RWF)** all taxes included.

b. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.

c. The contract price includes any fees, expenses or any other cost that the Supplier might incur in relation with this contract and no reimbursable shall be claimed by the Supplier.

Article 15: Billing and Payment modalities

a. The Supplier shall be paid upon presentation to and approval by the Purchaser of an invoice of the goods supplied and accepted by the Purchaser.

b. Each invoice shall be accompanied with the delivery note specifying the goods supplied and approved by the Purchaser and any other document specified in the contract documents. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such documents.

c. In the event of a disputed invoice, the Purchaser shall notify the Supplier in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Purchaser shall pay the remaining portions, if any, of such invoice.

d. All payments will be made within ……. days after receipt and approval of the supplier's invoice and shall be paid to the following account:

1. Account Holder: ……..
2. Account number: ……
3. Bank Name: ……
4. Bank Address: ……..

e. Notwithstanding the foregoing or anything to the contrary contained herein, the Supplier may, in its sole discretion and with thirty (30) days prior written notice to Purchaser, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

Article 17: Confidential Information

The "Purchaser" and the "Supplier" shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier.

The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

Article 18: Subcontracting

The Supplier shall engage no subcontractor to perform any work or services in connection with this Contract unless the Supplier shall have notified in writing the Purchaser of the identity of the proposed subcontractor and the Purchaser shall have notified in writing the Supplier of its approval of the engagement of the subcontractor. The approval by the Purchaser of the engagement of a subcontractor shall not relieve the Supplier of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. In any way no subcontract shall exceed 20% of the main contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of this Contract.

Article 19: Penalties

If the Supplier fails to deliver by the Date(s) of delivery period specified in the Contract, the purchaser may without prejudice to other available remedies for the purchaser, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1‰ of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 5% of the contract price**.** Once the maximum is reached, the purchaser may terminate the contract. However if the implementation of the contract continues penalties shall continue to accrue until full completion of the contract or termination.

Article 20: Force Majeure

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform contractual obligations is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within five (5) days of such condition and the cause thereof. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Article 21: Change Orders and Contract Amendments

a. The Purchaser may at any time order the Supplier by written notice to make changes within the general scope of the Contract in any one or more of the Quantities of Items and/ or Designs,

b. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within five (5) days from the date of the Supplier's receipt of the change order.

c. Subject to the above, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Article 22: Termination

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) If the Supplier fails to perform any or all of its obligations within the period specified in this Contract, or within any extension thereof granted by the Purchaser.

(b) If the Supplier fails to perform any other obligation under the Contract; or

(c) If the Supplier or any of its employees or agents, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing this Contract.

(d) If the Supplier becomes bankrupt or otherwise insolvent.

(e) In case of force majeure if there is no remedy within ..... (...) days from the day of notice of the event.

Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the

Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for delivery within ..... (days/months) after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

Article 23: Assignment

The Supplier shall not assign or effect any other transfer of its rights under this Contract, in whole or in part, its obligations under this Contract, except with prior written consent of the other party. Prior to any such assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Contract. Any attempted assignment not made in the manner prescribed herein shall be null and void.

Article 24: Warranties

a. The Supplier warrants that the goods supplied shall be free from all defects which can harm its normal use.
b. The Supplier warrants remedying the defects within a reasonable time at his/her risk and expense and without prejudice to any other rights which the Purchaser may have according to the Contract.
c. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country.
d. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
e. Upon receipt of such notice, the Supplier shall, within the period of five (5) working days**,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Client.
f. If, having been notified, the Supplier fails to remedy the defect within the period specified**,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary including but not limited to the application of penalties for delay to correct defects as provided by the Procurement law, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Article 25: Patent indemnity

The Supplier shall, subject to prior Purchaser's notification specified in the paragraph b, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark,

copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in paragraph a, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

Article 26: Miscellaneous

i. Entire Agreement:

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

ii. waiver:

a. No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

iii. *Severability:*

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Article 27: Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

Article 30: Date of effectiveness of the contract

This contract shall come into effect on the Date of Signature and remain in force until its expiration or until the two parties have completely fulfilled their obligations, or until the contract is terminated by either party.

The Purchaser

By: _____

Name: ……

Title: ……

The Supplier

By: _____

Name: ……

Title: …….

Date: _____

DECLARATION OF BENEFICIAL OWNERS OF THE COMPANY/ FIRM

1. IDENTIFICATION OF THE COMPANY

Type of company: ☐ Limited by Shares – Private ☐ Limited by Shares – Public ☐ Limited by Shares and Guarantee – Private ☐ Limited by Shares and Guarantee – Private (as stated in source form) ☐ Limited by Guarantee – Private ☐ Unlimited Company ☐ Foreign Company

Tax regime: ☐ Real ☐ Micro

Tax Identification Number (TIN)		**Company's registered name**		**Abbreviation**	
Address of head office		**Town**		**District**	
Quarter		**Street**		**P.O. Box**	
Telephone (Fixed)		**Telephone (Mobile)**		**Email**	
Fax		**Business activity**		**Date of registration**	
Registration code		**Full name of Company Secretary**			
Residential address of Company Secretary					

2. OWNERSHIP STRUCTURE

Share capital		**Class and number of shares**		**Number of shareholders**	

3. IDENTIFICATION OF SHAREHOLDERS

3.1 Shareholder who is a natural person

Name and surname		**Gender**		**Date of birth**	
Place of birth		**Tax Identification Number (TIN)**		**Country of residence**	
Town		**Street**		**Nationality**	
Telephone (Fixed)		**Telephone (Mobile)**		**National ID/Passport number**	

Occupation		**Email**		**P.O. Box**	
Effective date of becoming a shareholder		**Class and number of shares held**		**Percentage of shares**	

Type of shares / rights: ☐ Ordinary ☐ Redeemable ☐ Voting rights ☐ Rights to distribution of capital or income

Additional natural-person shareholders may be recorded in a separate copy of this subsection.

3.2 Shareholder that is a legal entity

Full name		**Abbreviation**		**Date of creation**	
Registration number		**Tax Identification Number (TIN)**		**Country of residence**	
Town		**Street**		**P.O. Box**	
Telephone		**Email**		**Effective date of becoming a shareholder**	
Class and number of shares held		**Percentage of shares**			

Type of shares / rights: ☐ Ordinary ☐ Redeemable ☐ Voting rights ☐ Rights to distribution of capital or income

Additional legal-entity shareholders may be recorded in a separate copy of this subsection.

4. IDENTIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS

Name and surname		**Gender**		**Date of birth**	
Place of birth		**Tax Identification Number (TIN)**		**Country of residence**	
Town		**Street**		**Nationality**	
Telephone (Fixed)		**Telephone (Mobile)**		**National ID/Passport number**	

Email		**P.O. Box**		**Effective date of becoming a Board Member**	

Additional Board Members may be recorded in a separate copy of this section.

5. IDENTIFICATION OF BENEFICIAL OWNERS

Name and surname		**Gender**		**Date of birth**	
Place of birth		**Tax Identification Number (TIN)**		**Country of residence**	
Town		**Street**		**Nationality**	
Telephone (Fixed)		**Telephone (Mobile)**		**National ID/Passport number**	
Occupation		**Email**		**P.O. Box**	

How is ownership held or control over the company exercised by this person?

Method of ownership/control: ☐ Direct shares ☐ Indirect shares ☐ Direct voting ☐ Indirect voting ☐ Other means

5.1 Direct shares

Number of shares held		**Percentage of shares**	

5.2 Direct voting

Number of votes		**Percentage of votes**	

5.3 Indirect shares

Number of indirect shares		**Percentage of indirect shares**	
Full name of intermediate company		**Address of intermediate company**	

5.4 Indirect voting

Number of indirect votes		**Percentage of indirect votes**	
Full name of intermediate company			

5.5 Other means of ownership or control

Specify other means of ownership or control	

Additional beneficial owners may be recorded in a separate copy of this section.

6. DECLARATION OF COMPANY ASSETS

Description of assets	Value of assets	Location

Additional asset entries may be added as required.

7. DECLARATION AND AUTHORISATION

I, _____, hereby declare that the information provided in this form is accurate and up to date. I understand that I may be held liable if any information provided is found to be false, untrue or misleading.

Name		**Authorised signature and stamp**		**Date**	

NOTE: Where necessary, supporting evidence for statements made in this form should be submitted as an attachment.

LOGO of the bidder

PERFORMANCE SECURING DECLARATION

Date: ……..
Name of contract: ……..

Contract Identification Nº : ……..
Invitation for Bid Nº.: …….

To: Client Name
Location
P.O. Box: ,
Email:

We, the undersigned, declare that:

1. We understand that, according to your conditions, the contract for …Title…… must be supported by a performance securing declaration;
2. We accept that we shall be automatically disqualified from participation in public procurement in Rwanda for a period of one (1) year and payment of 5% of the contract price as a penalty, if we are in breach of any of our obligation(s) under the contract conditions, leading to the termination of the contract for reasons of our default.
3. We understand that this performance securing declaration will expire upon issuance by ATL of the Certificate of Final Acceptance.

Signed by : ……
In the Capacity of: …… [insert title]
Duly authorized to sign for and on behalf of:……. [insert authorizing entity]
Dated on:……. [insert day] day of [insert month], [insert year]