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Ultimate Developers Ltd

Bidding Document

Title of the Tender:	Provision of Videography and Photography Services under a framework contract on behalf of UDL
Tender Reference Number:	011/S/NCB/UDL/2024
Procurement Method:	National Competitive Bidding
Date of Issue:	18 th October 2024

October, 2024



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INVITATION TO BID (ITB)

Title of the Tender: Provision of Videography and Photography Services under a framework contract on behalf of UDL

TENDER REFERENCE 030/S/NCB/UDL/2024

PROCUREMENT METHOD: OPEN COMPETITIVE BIDDING

SOURCE OF FUND: ULTIMATE DEVELOPERS LTD (UDL)

CLIENT: ULTIMATE DEVELOPERS LTD (UDL)

DATE OF PUBLICATION: 15th October 2024

Attention to potential bidders:

1. Ultimate Developers Ltd (UDL) is a private real estate company that is leading the way in transforming the property business in Rwanda. UDL's growing portfolio of Residential and Commercial projects is changing Rwanda's real estate landscape. Furthermore, UDL manages all the properties of the Rwanda Social Security Board (RSSB) within Kigali and upcountry.
2. This invitation to Bid (ITB) aims to Provide Videography and Photography Services under a framework contract on behalf of UDL that meets our organization's requirements.

Bidding will be conducted through **open competitive bidding and is addressed to international and locally registered companies that are** well conversant with the requested items to compete in an open tender. Locally registered companies interested in this tender shall state their bid price in local currency (Frw). International bidders may quote in United States dollars (USD). Still, the prevailing exchange rate in Rwandan Francs (Frw) - from Rwanda National Bank at the date of the bid submission deadline - shall apply.

3. Interested bidders shall purchase the Tender Document at a fee of **Ten Thousand Rwandan francs (Frw 10,000)** via Ultimate Developers Ltd Account Number opened in Bank of Kigali, Account Number: **100004408289** in the names of **Ultimate Developers Limited** and may obtain further information at UDL Head Office (Address below) during office hours 09:00 a.m. to 05:00 p.m. Local Time or via email.

Address:

Ultimate Developers Ltd (UDL)
Procurement & Logistics Office
RSSB Building, Tower II
9th Floor
P.O Box 5516 Kigali



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Kigali City, Rwanda

E-mail: procurement@udl.rw

4. The Tender Document will be available for pickup from UDL offices from **21/10/2024** at 09:00 am or requested via the above email with the proof of payment of the Tender Document attached.
5. Well-typed bids (and support technical documents – catalogs – technical specifications, etc.) written in English and marked with the Tender Title and tender reference number shall be deposited in sealed envelopes or e-mailed to the Procurement Office of UDL no later than **13/11/2024 at 10:00 a.m. local time**.
6. Bids will be opened with bidders' representatives who choose to attend on **13/11/2024 at 10:15 a.m. local time** in the Board Room of UDL HQ, 9th Floor /RSSB Building – Tower II. Bids shall remain valid for **120 days** after the prescribed Deadline for Bid Submission.
7. The purchase tender document shall include items with specifications, quantities, and other required qualification criteria.
8. UDL shall award the supply 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.
9. UDL reserves the right to cancel the tender at any stage of the procurement proceedings at its sole discretion.
10. The procurement process shall comply with the UDL Procurement Policy and Procedures Manual.

Sincerely,

Damien MURWANASHYAKA
Chief Executive Officer
Ultimate Developers Ltd



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Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 UDL, **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental to it 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 that provides Bidders with all information needed to prepare their Bids.
 - (g) **“SBD”** means the Standard Bidding Document, which the Client must use as a guide for preparing 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 substantially responsive bid offering the lowest price.

2. Source of Funds

UDL (called “Client”) **specified in the BDS** intends to apply its funds to the payments under the contract for which these Bidding Documents are issued.

3. Fraud and Corruption

- a. UDL policy requires that all bidders, suppliers, contractors, their subcontractors, and the procuring entities representatives observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UDL defines, for this provision, the terms set forth below as follows:
- (i) **“Corrupt practice”** offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party improperly;
 - (ii) **“Fraudulent practice”** 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;



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- (iii) **“Collusive practice,”** 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”** 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
 - (aa) deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators to materially impede a UDL investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the UDL’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (a) 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;
- (b) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period, 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
- (c) will have the right to require that a provision be included in bidding documents and contracts, requiring bidders, suppliers, contractors, and their sub-contractors to permit UDL 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 UDL Ltd.

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

4. Eligible Bidders

4.1 Participation is open on equal conditions to all potential companies registered in Rwanda fulfilling the requirements except where

- (i) The bidder is currently blocked
- (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 from following regional or international conventions.

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

4.2 A Bidder shall not have a conflict of interest. All bidders found to have a 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 process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 At the contract award date, the UDL shall disqualify a bidder under a declaration of ineligibility following ITB Clause 3. The list of debarred firms is available on the website specified in the **BDS**.

4.4 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.

4.5 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 originate in any country.

5.2 For this Clause, the term “goods” includes commodities, raw materials, machinery, equipment, and industrial plants, and “related services” include 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 essential 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 by 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.



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- 6.3 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addendum if not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Documents. Failure to furnish all information or documentation required by the Bid Documents may result in the bid being rejected.
- 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 clarifications on the bidding document in writing from the procuring entity at its address **mentioned in the BDS**. 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 due to a clarification, it shall follow 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, the Procuring Entity may modify the bidding document by issuing addenda on its initiative or in response to bidders' concerns.
- 8.2 Any addendum issued shall be part of the Bidding Documents and be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take a supplement into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids under ITB Sub-Clause 24.3

C. Preparation of Bids

9 Cost of Bidding

The Bidder shall bear all costs associated with preparing and submitting its bid. The Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10 Language of Bid

The Bid and 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



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11.1 The Bid shall comprise the following:

- a) The bid submission form and price schedules are well-printed and properly organized.
- b) Copy of the 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 /catalogs (if required)
- j) A certificate of origin of the supplies and the manufacturer's authorization
- 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 essential to the award process as it may be indicated in the BDS

11.2 In the 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 formatting alterations, 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 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 disaggregation of price components is required solely to facilitate the comparison of bids by the Procuring Entity. This shall not limit the Procuring Entity's right to contract on any 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 have to be paid by the Purchaser. For clarity, the bidders are asked to quote the price, including import duties, and provide the import duties and the price net of import duties, which is the difference between those values.]

 - (i) the price of the Goods, including the original import value, plus any markup (or rebate), plus any other related local cost, customs duties, and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the customs 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 non-responsive and rejected under ITB Clause 30. However, if by the **BDS**, prices quoted by the Bidder shall be subject to adjustment



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

- 14.8 As indicated in ITB Sub-Clause 1.1, bids are invited for individual contracts (lots) or any combination of contracts (packages). Unless otherwise stated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and 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 determine the applicable price reduction by ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened simultaneously.

15 Currencies of Bid

- 15.1 Unless otherwise specified in the BDS, the bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwandan francs.
- 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 are to be used by the Bidder in arriving at the local currency equivalent, and the percentages are mentioned in para. 15.1 shall be the selling rates for similar transactions established by the 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 to all payments so that the Bidder bears no exchange risk. 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 literature, drawings, or data. It 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 artistry, process, material, equipment, and references to brand names or catalog 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 catalog 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 UDL's satisfaction:



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- (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;
- (b) 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 Technical Specifications; and
- (c) the Bidder meets each 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 prescribed by the Purchaser. The Procuring Entity will reject a bid valid for a shorter period as nonresponsive.
- 18.2 In exceptional circumstances, before the bid validity period expires, the Procuring Entity may request bidders to extend the validity period of their bids. The request and the responses shall be made in writing. If a bid security is asked for by ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

21 Bid Security

- 21.2 The Bidder shall furnish a Bid Security, if required, as **specified in the BDS, as part of its bid**.
- 21.3 The Bid Security shall be in the amount specified in the BDS and denominated in Rwanda 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 authorized 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 in Rwanda to make it enforceable.
 - (c) be substantially by one of the forms of Bid Security included in Section IV, Bidding Forms, or other forms approved by the Procuring Entity before 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 28 days beyond the validity period of the bids, as extended, if applicable, by ITB Clause 18.2;
- 21.4 If a Bid Security is required by ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security by ITB Sub-Clause 19.1 shall be rejected by the Procuring Entity as non-responsive.
- 21.5 A bid security issued by a local institution to guarantee a bid that was sent by a foreign bidder from his/her country before the bid submission deadline may be presented on the opening date and shall be considered as part of that bid



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- 21.6 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security under ITB Clause 42.
- 21.7 The Bid Security may be forfeited executed:
- (a) 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
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract by ITB Clause 41;
 - (ii) furnish a Performance Security by ITB Clause 42;
 - (c) if the successful Bidder refuses corrections to its financial offer.
- 21.8 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.
- 21.9 If a bid security is **not required in the BDS** and
- 21.10 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
- 21.11 if the successful Bidder fails to sign the Contract by ITB 41 or furnish performance security by ITB 42;
UDL may declare the Bidder disqualified from being awarded a contract **under the UDL procurement manual for some time.**

19 Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid using the number specified in the **BDS** and mark them "COPY." The original shall prevail if there is any discrepancy between the original and the copies.
- 19.2 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.
- 19.3 Any interlineation, erasures, or overwriting shall be valid only if signed or initiated by the person signing the Bid.

D. Submission and Opening of Bids

20 Submission, Sealing, and Marking of Bids

- 20.1 Bidders may always submit their bids by mail or by hand.
Bidders submitting bids by mail or hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted by 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 by ITB sub-Clauses 21.2 and 21.3.
- 20.2 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 by 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 by ITB Sub-Clause 25.1



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20.3 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.

21 Deadline for Submission of Bids

21.1 The Procuring Entity must receive bids at the address by the date and time **specified in the BDS.**

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

22 Late Bids

In accordance with ITB Clause 22, the Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids. 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.

23 Withdrawal, Substitution, and Modification of Bids

23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice by ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) by 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 by ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Procuring Entity before the deadline prescribed for submission of bids by ITB Clause 22.

23.2 Bids requested to be withdrawn by ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.

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

24 Bid Opening

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

24.2 Only envelopes opened and read out at Bid opening shall be considered further.

24.3 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 by ITB Sub-Clause 23.

24.4 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



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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

25 Confidentiality

- 25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, as well as 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.
- 25.2 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.
- 25.3 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.

26 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 to clarify its Bid. Any clarification submitted by a Bidder in respect to its bid 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 by ITB Clause 29. At their initiative, a bidder may clarify their bid, but this shall not change its price or substance.

27 Responsiveness of Bids

- 27.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 27.2 A substantially responsive Bid 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:
 - 27.2.1 affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract or
 - 27.2.2 limits in any substantial way inconsistent with the Bidding Documents, the Procuring Entity's rights, or the Bidder's obligations under the Contract; or, if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity. It may not subsequently be made responsive by the Bidder by correcting the material deviation, reservation, or omission.

28 Nonconformities, Errors, and Omissions



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- 28.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions that do not constitute a material deviation.
- 28.2 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 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.
- 28.3 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) suppose there is a discrepancy between words and figures. In that case, 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.
- 28.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

29 Preliminary Examination of Bids

- 29.1 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.
- 29.2 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, by ITB Sub-Clause 12.1;
 - (b) Price Schedules, by ITB Sub-Clause 12.2;
 - (c) Bid Security, following ITB Clause 19, if applicable.

30 Examination of Terms and Conditions; Technical Evaluation

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

The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 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 examining the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive by ITB Clause 28, it shall reject it.

31 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed 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**.

32 Domestic Preference

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

33 Evaluation of Bids

- 33.1 The Procuring Entity shall evaluate each substantially responsive bid up to this stage.
- 33.2 The Procuring Entity shall only use all the factors, methodologies, and criteria defined in ITB Clause 34 to evaluate a bid. No other criteria or methods shall be permitted.
- 33.3 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 by clause 12;
 - (b) price adjustment for correction of arithmetic errors by ITB Sub-Clause 29.3;
 - (c) price adjustment due to discounts offered by 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 applying a margin of preference per ITB Clause 33 if applicable.
- 33.4 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 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 Goods, 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.
- 33.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors in addition to the Bid Price quoted by 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 determined in ITB 36.3 (d).
- 33.6 If **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots and enable the Procuring Entity to award one or multiple lots to more than one Bidder. Section III, Evaluation and Qualification Criteria, specifies the methodology for determining the lowest-evaluated lot combinations.

34 Comparison of Bids

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

35 Post-qualification of the Bidder



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- 35.1 The Procuring Entity shall determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 35.2 The determination shall be based upon examining the documentary evidence of the Bidder's qualifications submitted by the Bidder under ITB Clause 17.
- 35.3 An affirmative determination shall be a prerequisite for awarding the Contract to the Bidder. An adverse determination shall result in the disqualification of the bid. In this 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.

36 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, annul the bidding process, and reject all bids at any time before contract award without incurring any liability to Bidders.

F. Award of Contract

37 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.

38 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 initially 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.



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39 Notification of Award

- 39.1 Before the expiry of the bid validity period, the Procuring Entity shall simultaneously notify the successful and unsuccessful bidders of the provisional outcome of the bid evaluation.
- 39.2 The notification shall specify that the significant elements of the procurement process will be made available to the bidders upon request and that they have seven (7) days to protest, if any before a contract is signed with the successful bidder.
- 39.3 The successful bidder may be required to provide performance security by the procurement regulations. Such a security shall not exceed 10 % of the contract Price;
- 39.4 Upon signing a contract, the Procuring Entity shall finally notify other bidders that their bids were unsuccessful and will discharge their bid security under ITB Clause 19.4.
- 39.5 Until a formal Contract is prepared and executed, award notification shall constitute a binding Contract.
- 39.6 The written contract shall be based on the bidding document, the successful bid, any clarification received and accepted, any correction made, and the negotiation agreement between the Procuring Entity and the successful bidder.

40 Signing of Contract

- 40.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 40.2 After receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Client within 15 (fifteen) and 21 (twenty-one) days for National and International Competitive Bidding, respectively.
- 40.3 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 Contract 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, respectively, for National Competitive Bidding and International Competitive Bidding, after receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security by 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 Performance mentioned above 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.



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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). The provisions herein shall prevail over those in ITB during a conflict.

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is ULTIMATE DEVELOPERS LTD (UDL)
ITB 1.1	The name and identification number of the tender are Provision of Videography and Photography Services under the framework contract on behalf of UDL. TENDER REFERENCE 030/S/NCB/UDL/2024
ITB 2.	The Source of funds: UDL
ITB 2.	The name of the Project is Provision of Videography and Photography Services on behalf of UDL.
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Procuring Entity's address is: Chief Executive Officer Ultimate Developers Ltd (UDL) Procurement & Logistics Office RSSB Building, Tower II, 9 th Floor P.O Box 5516 Kigali Kigali City, Rwanda E-mail: procurement@udl.rw/d.mukabugingo@udl.rw/g.habagusenga@udl.rw/
	C. Preparation of Bids
ITB 10	The language of the bid is English.
ITB 11.1	The Bidder shall submit the following additional documents in its bid: <ul style="list-style-type: none">- <i>The bid submission form and price schedules are well-printed, adequately organized, well-signed, dated, and stamped;</i>- <i>The copy of the trade license (Company registration Certificate);</i>

	<ul style="list-style-type: none"> - <i>A valid Tax Clearance Certificate;</i> - <i>Proof of purchase of tender document</i> - <i>A valid Social Security Clearance Certificate;</i> <p><u>Note:</u> <i>Alternative bids or options/variants will not be accepted, leading to the bid rejection.</i></p>
ITB 13	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The INCOTERMS edition is Incoterms® 2020/ Delivery Duty Paid (DDP-Kigali- UDL Offices at RSSB Tower II, 9th Floor), which means that the Supplier will deliver the required items at UDL Offices at RSSB Tower II, 9th Floor, <i>and the offer must include all duties, taxes, and logistics costs applicable.</i>
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: DDP-Kigali- UDL Offices at RSSB Tower II, 9th Floor
ITB 14.6 (b) (iii)	Not applicable
ITB 14.7	The prices quoted by the Bidder <i>shall not be</i> adjustable during the execution of the contract.
ITB 14.8	Prices quoted for each lot shall correspond to at least 100 % of the items specified for each lot.
ITB 15.1	The Bidder is required to quote in the <i>Rwanda Francs.</i>
ITB 15.3	The authority to establish the exchange rate shall be the “ <i>National Bank of Rwanda.</i> ” <i>By the date of bid submission (Not Applicable)</i>
ITB 16.3	Period within which Goods are expected to be functioning (for spare parts): <i>[insert duration] (Not Applicable)</i>
ITB 17 (a)	Manufacturer’s authorization is: <i>[insert “required” or “not required”] (Not Applicable)</i>
ITB 17 (b)	After-sale services are: “ <i>not required</i> ”
ITB 18.1	The bid validity period shall be 120 days after the bid opening date.
ITB 19.1	No Bid Security is required (<i>not Applicable</i>)
ITB 19.2	The amount of the Bid Security shall be: (<i>Not Applicable</i>)
ITB 20.1	In addition to the original of the bid, the number of copies is <i>[2 copies]</i>
D. Submission and Opening of Bids	
ITB 21.2 (c)	The inner and outer envelopes shall bear additional identification marks: Provision of Videography and Photography Services on behalf of UDL.



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	TENDER REFERENCE 030/S/NCB/UDL/2024
ITB 22.1	<p>For bid submission purposes, the Procuring Entity's address is: Ultimate Developers Ltd (UDL) Procurement & Logistics Office RSSB Building, Tower II 8th Floor P.O Box 5516 Kigali Kigali City, Rwanda E-mail: procurement@udl.rw / d.mukabusingo@udl.rw / g.habagusenga@udl.rw</p> <p>The deadline for the submission of bids is: Date: 13/11/2024 Time: at 10:00 a.m. local time</p>
ITB 25.1	<p>The bid opening shall take place at: 8th Boardroom of UDL</p> <p>Date: 13/11/2024 Time: at 10:15 a.m. local time</p>
E. Evaluation and Comparison of Bids	
ITB 32.	<p>Bid prices expressed in different currencies shall be converted into Rwanda Francs (Frw) The source of the exchange rate shall be the National Bank of Rwanda: The date for the exchange rate shall be the bid's opening date. 13/11/2024</p>
ITB 33	<p>Domestic preference "<i>shall not</i>" be a bid evaluation factor. <i>[If domestic preference is a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
ITB 34.3(a)	<p><i>The Evaluation will be done for the entire lot. (Administrative requirements and technical qualification)</i></p> <ol style="list-style-type: none"> 1. Technical Proposal: A detailed proposal outlining the approach to each task, the timeline for each deliverable, and the required resources. <ul style="list-style-type: none"> ▪ Company Experience: <ol style="list-style-type: none"> i. Minimum of 5 years of professional experience in videography and photography for corporate or public institutions. ii. At least Three (3) recent similar references of executed tender performed supported by completion certificates not older than five years;



	<ul style="list-style-type: none">▪ Portfolio: The bidder must submit a portfolio showcasing previous work, including high-end corporate videos, promotional photography, and project documentation. (Examples of virtual tours, event videography, documentaries, animations, and social media content) ▪ Equipment: Must use professional-grade photography and videography equipment to ensure high-definition results, including:<ul style="list-style-type: none">i. Cameras: 4K or Full HD Video Cameras, DSLR Cameras with high-resolution capabilities (24MP or more).ii. Lenses: Variety of lenses to capture different perspectives (wide-angle, telephoto, macro, etc.).iii. Lighting: Portable lighting kits suitable for indoor and outdoor settings.iv. Stabilization Gear: Gimbals, tripods, sliders, and drones for aerial photography/videography.v. Audio Equipment: Professional-grade microphones and audio recorders for clear video sound.vi. Editing Software: Must have professional video and photo editing software (Adobe Premiere Pro, Final Cut Pro, Photoshop, Lightroom, etc.). ▪ Personnel Requirements: Professional videographers and photographers (editors, sound engineers) with proven expertise in corporate event coverage and project documentation. <p>2. Financial Proposal: A clear breakdown of costs for each service listed in the scope of work.</p> <p><i>N.B: UDL reserves the right to conduct due diligence during the bidders' evaluation</i></p> <p><i>The Tender shall be awarded to the Most Economically Advantageous Tender.</i></p>
ITB 34.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none">(a) Deviation in Delivery schedule: <i>No</i>.(b) Deviation in payment schedule: <i>No</i>.(c) The cost of significant replacement components, mandatory spare parts, and service: <i>No</i>.(d) The availability in Rwanda of spare parts and after-sale services for the equipment offered in the bid: <i>No</i>(e) The projected operating and maintenance costs during the life of the equipment: <i>No</i>.(f) The performance and productivity of the equipment offered: <i>No</i>



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ITB 34.6	Bidders " <i>shall not</i> " be allowed to quote separate prices for one or more lots.
F. Award of Contract	
ITB 39.	The maximum percentage by which quantities may be increased or decreased is 30% .

Section III. Evaluation and Qualification Criteria

1. Evaluation (ITB 35.2(f))

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity as follows:

- **Company Experience:**
 - i. Minimum of 5 years of professional experience in videography and photography for corporate or public institutions.
 - ii. At least Three (3) recent similar references of executed tender performed supported by completion certificates not older than five years;
- **Portfolio:** The bidder must submit a portfolio showcasing previous work, including high-end corporate videos, promotional photography, and project documentation. (Examples of virtual tours, event videography, documentaries, animations, and social media content)
- **Equipment:** Must use professional-grade photography and videography equipment to ensure high-definition results, including:
 - a) **Cameras:** 4K or Full HD Video Cameras, DSLR Cameras with high-resolution capabilities (24MP or more).
 - b) **Lenses:** Variety of lenses to capture different perspectives (wide-angle, telephoto, macro, etc.).
 - c) **Lighting:** Portable lighting kits suitable for indoor and outdoor settings.
 - d) **Stabilization Gear:** Gimbals, tripods, sliders, and drones for aerial photography/videography.
 - e) **Audio Equipment:** Professional-grade microphones and audio recorders for clear video sound.
 - f) **Editing Software:** Must have professional video and photo editing software (Adobe Premiere Pro, Final Cut Pro, Photoshop, Lightroom, etc.).
- **Personnel Requirements:** Professional videographers and photographers (editors, sound engineers) with proven expertise in corporate event coverage and project documentation.

2. Qualification

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the following information and documents with their Bids:



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- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) the total monetary value of Services performed for each of the last five years;
- (c) Three recent experiences in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
- (d) list of significant items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past two years;
- (g) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and the disputed amount; and

Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements unless otherwise stated **below**:

- (a) The bid shall include all the information listed above for each joint venture member;
- (b) The bid shall be signed to be legally binding on all members;
- (c) The bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract by the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed contract;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any members of the joint venture and
- (e) The execution of the entire Contract, including payment, shall be done exclusively by the member in charge.

To qualify for the award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified **below**;
- (b) experience as a service provider in the provision of at least Three service contracts of a nature and complexity equivalent to the Services over the last five years (to comply with this requirement, Services contracts cited should be at least 70 percent complete)
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed
- (d) a Contract Manager with five year of experience in Services of an equivalent nature and volume, including no less than three years as Manager; and



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- (e) liquid assets and credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.



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Section IV. Bidding Forms

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Price and Completion Schedule - Related Services	Error! Bookmark not defined.
Bid Security (Bank Guarantee)	Error! Bookmark not defined.
Manufacturer's Authorization	Error! Bookmark not defined.



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Bidder Information Form

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



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Joint Venture (JV) Partner Information Form

[The Bidder shall fill in this Form using the instructions below.]

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: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part-year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> ID/Passport Number <i>[Insert ID or Passport Number]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, by ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In the case of government-owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law by ITB Sub-Clause 4.5.



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Bid Submission Form

[The Bidder shall fill in this Form using 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 about 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 by 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 process that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline by 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 obtaining performance security by ITB Clause 42 and GCC Clause 18 for the due performance of the Contract;
- (g) We have no conflict of interest by ITB Sub-Clause 4.2;



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- (h) Our firm, its affiliates, or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by the RPPA under Rwanda laws or official regulations, by ITB Sub-Clause 4.3;
- (i) We understand that this bid and your written acceptance thereof, which is included in your notification of award, shall constitute a binding contract until a formal agreement is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other one 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 the 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]*



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Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms using the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]

S/N	UDL Short Documentary	Technical Specification	Price Frw
1.	360° Virtual Tour	Virtual tour that showcases indoor and outdoor features of a real estate project	
2.	Lifestyle Photography	photos that reflect the living experience, architecture, amenities, and community within our Estate	
3.	Lifestyle Photography Models	Celebrity Model or Standard Model	
4.	Lifestyle Videography	Videography showcasing the living experience and features of the estate	
5.	Lifestyle Videography Models	Celebrity Model or Standard Model	
6.	Editing House Video Footage	Editing of in-house produced video material to meet quality standards	
7.	Editing House Photography footage	Editing of in-house photography for quality and consistency	
8.	Documentary	15-30-minute documentary that tells the story of UDL	
9.	Develop an Animation Video	high-quality animated video (2D or 3D)	
10.	Event Videography and Photography Services	above 1 hour	
		Less than 100 attendees	
		Above 101 attendees	
11.	Short-form video and Social Media Content	Highlight Videos of Below 5 Minutes	
		Social Media Videos	
		Animations for social media	
12.	Photography outside Kigali	high-quality coverage and adherence to timelines	
13.	Videography outside Kigali	high-quality coverage and adherence to timelines	
Total Price (VAT Inclusive)			



PART 2 – Supplying Requirements

Section V. Supply Requirements

Notes for Preparing the Schedule of Requirements

The Procuring Entity shall include the Schedule of Requirements in the bidding documents. At a minimum, it shall cover a description of the goods and services to be supplied and the delivery schedule.

The Schedule of Requirements aims to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, particularly the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements and the Price Schedule should serve as a basis in the event of quantity variation at the time of contract award under ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders under the *INCOTERMS* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring Entity’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).



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1. List of Related Services and Completion Schedule

[The Purchaser shall fill in this table. The Required Completion Dates should be realistic and consistent with the required Goods Delivery Dates (as per INCOTERMS)]

Service	Description of Service	Quantity	Price (Frw)	Place where Services shall be performed	Delivery timeline
<i>Provision of Videography and photography</i>	<i>360° Virtual Tour</i>				
	<i>Lifestyle Photography</i>				
	<i>Lifestyle Videography Models</i>				
	<i>Lifestyle Photography Models</i>				
	<i>Editing House Photography and Videography footage</i>				
	<i>Short Documentary</i>				
	<i>Develop an Animation Video</i>				
	<i>Event Videography and Photography Services</i>				
	<i>Short-form video and Social Media Content</i>				
	<i>Photography outside Kigali</i>				
<i>Videography outside Kigali</i>					

2. Technical Specifications

TERMS OF REFERENCE

Title of the Tender: Provision of Videography and Photography Services under the framework contract on behalf of UDL

I. INTRODUCTION

UDL Ltd, a prominent real estate development company, is dedicated to delivering high-quality projects and services that showcase Rwanda's premier living spaces. To promote and market our developments, we require professional videography and photography services to capture the essence of our projects, corporate events, and other activities, producing compelling visual content for internal and external use.

Therefore, UDL Ltd invites qualified suppliers or consultants to submit proposals for videography and photography services outlined in this ToR.

II. Scope of Work

The service provider is expected to deliver high-quality videography and photography services to capture events, projects, and other activities under UDL's mandate. This will include:

1. Consultancy Services to Develop a 360° Virtual Tour and Lifestyle Photography

- **360° Virtual Tour:** Develop an immersive virtual tour that allows prospective clients to explore our real estate projects remotely, showcasing indoor and outdoor features.
- **Lifestyle Photography:** Capture professional lifestyle photographs that reflect the living experience, architecture, amenities, and community within our Estate.

2. Consultancy Services to Develop a UDL Short Documentary

Short Documentary: Produce a 15–30-minute documentary that tells the story of UDL, its **history**, projects, and impact on Rwanda's real estate sector. The documentary will be promotional on various media platforms and during corporate events.

3. Consultancy Services to Develop an Animation Video for our Projects

Animation Video: Create a high-quality animated video (2D or 3D) for projects, highlighting its **features**, architectural design, and unique selling points.

4. Event Videography and Photography Services

- **Videography of Events Above 1 Hour:** We provide complete videography services for more than one hour, including event highlights and full coverage.
- **Photography for Events with Above 100 Attendees:** Capture high-quality images of events with over 100 participants, focusing on the crowd, key moments, and event atmosphere.
- **Photography for Events with Fewer Than 100 Attendees:** Capture professional images of smaller-scale events, ensuring quality coverage of critical interactions and activities.

5. Short-form video and Social Media Content

- **Highlight Videos of Below 5 Minutes:** Produce short, engaging highlight videos of under 5 minutes, summarizing events, projects, or activities for promotional purposes.
- **Social Media Videos:** Create short, engaging videos specifically designed for social media platforms
- **Animations for social media:** Develop short animated content suitable for social media marketing, capturing attention with creative visuals and messaging.

6. Photography and Videography Outside of Kigali

- **Videography Services Outside Kigali:** Provide videography services for projects or events outside Kigali, ensuring high-quality coverage and adherence to timelines.
- **Photography Services Outside Kigali:** We capture high-quality images of events and projects outside Kigali, focusing on local settings and environments.

III. Deliverables

- **Photography:**
 - High-resolution digital images (minimum 300 dpi for print and web resolution for online use).
 - Edited images delivered in JPEG or PNG format.
 - Photo metadata (location, date, and description) for documentation purposes.
- **Videography:**
 - Fully edited video in 4K or Full HD quality.
 - Clean and well-synchronized audio.
 - Both raw footage and final edited video versions are delivered in MP4 or MOV format.



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- Duration: Videos ranging from 1-minute promotional clips to longer 30-minute event documentation.

IV. Timeline and Turnaround Time:

- For events, raw footage and photos should be delivered within one day post-event or immediately, depending on the UDL need.
- Edited videos and photos to be delivered within 1-5 days after the event, depending on the project's complexity and UDL need.

V. Quality Control:

- The service provider must ensure all deliverables meet UDL's quality standards.
- Content must be reviewed by UDL for feedback before final submission.
- All work must comply with UDL's branding guidelines (where applicable).

VI. Legal Requirements:

- The service provider must acquire the necessary permits or authorizations for public filming or aerial (drone) videography.
- Rights to all images and videos produced under this contract must be fully transferred to UDL.

VII. Additional Services (Optional):

- Live streaming services for events.
- Drone videography for aerial footage of projects.



PART 3 - Contract

VII. Framework Contract for Provision of Videography and Photography Services on behalf of UDL

between

ULTIMATE DEVELOPERS LTD

And

.....

Contract number:

Contract amount and currency:

Contract duration:

Contract Administrator/Manager:

Date of contract:



This Contract (from now on called the “Contract”) is made this day of December (Effective Date),

between

ULTIMATE DEVELOPERS Ltd (UDL), from now on referred to as the “client,” identified as UDL in abbreviation with its physical address on the 9th floor of RSSB building, Tower Two, P.O. Box 5516 Kigali, represented by its Chief Executive Officer,, on the one hand

And

..... registered under Company TIN.....; Phone Contact E-mail..... (from now on called the " Consultant ") represented by its Managing Director, on the other hand,

Article One: Definitions

The following words and expressions shall have the meanings at this moment 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.
(c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments to it or deductions from that place as may be made under the Contract.
(d) “Completion” means the Supplier's fulfillment of the Related Services by the terms and conditions outlined 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 are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
(g) “Goods” means all commodities, raw materials, machinery and equipment, and other materials the Supplier must 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, initial maintenance, and other 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 an 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;
- (q) **Obstructive practices** mean destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators deliberately to materially impede investigations into allegations of a corrupt, coercive, or collusive practice and threatening, harassing, or intimidating any party to prevent them from disclosing their 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 the Purchaser with the goods listed in Annex I: a list of goods, quantities, and technical specifications, 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



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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:

The Government of Rwanda:

.....
.....
.....

The Purchaser

.....
.....
.....

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 delivery date.

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 (8th) 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.

Article 7: Governing Law

- i. “This Contract shall be governed by and construed by 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 conflicting 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. Suppose a provision is found to be invalid or contravenes national legislation. In that case, 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. If the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution”.

Article 8: Settlement of Disputes

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 it to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative on such panel shall have full authority to settle the Dispute.

ii. Litigation:

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

iii. Arbitration:

2. If the parties cannot amicably settle the dispute, it will be referred to and finally resolved by arbitration in accordance with the Rules of Kigali International Arbitration Centre (KIAC).
3. The number of arbitrators to the proceedings shall be one (or three, depending on the contract size) appointed by the rules.
4. The seat of arbitration shall be in Rwanda.
5. The language of arbitration shall be..... (choose the language).
6. The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs incurred, including legal fees to be paid by the party against whom enforcement is ordered.

Article 9: Inspections and Audit by the Procuring Entity

The Supplier shall permit the Procuring Entity and persons appointed by the Procuring Entity to inspect the Supplier’s offices and the accounts and records of the Supplier and its sub-

contractors 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

The Supplier shall supply items whose specifications, details, and quantities are detailed in the Technical Specifications 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 by the provisions of the Technical Specifications. Where no provisions are made in the Technical Specifications for packaging, the Goods shall be appropriately packed for long-term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or while in store. Packing case size and weights shall consider, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all transit points.
- b. Unless otherwise stated in this Contract, all containers (including packing cases, boxes, tins, drums, and wrappings) supplied by the Supplier shall be considered non-returnable, and their cost shall be included in the price of the Goods.
- c. Where necessary, the Supplier shall:
 - i. mark the outside of each consignment or package with the Supplier's name and full details of the destination by 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 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 recovery methods 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 forms 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 assessments may be conducted on the Supplier’s premises or at any other place deemed appropriate by inspectors.
- c. If the Supplier fails to supply Goods, materials, workmanship, or services by 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 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 satisfaction of the inspectors and in conformity with the standards, specifications, or samples specified in this Contract.
- e. If the Supplier fails 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 the carriage being recoverable from the Supplier.

Article 14: Contract price

- a. The contract price is Rwanda **Francs** (..... **RWF**), all taxes are included.
- b. The contract price is fixed and cannot be revised during the contract or during any extension of time thereof.
- c. c. The contract price includes any fees, expenses, or other costs that the Supplier might incur about this contract, and the Supplier may not claim any reimbursable expenses.

Article 15: Billing and Payment modalities



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- 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 by 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 shall delays in payment be 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, explicitly identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon resolving a disputed invoice, the Purchaser shall pay the remaining portions, if any, of such invoice.
- d. All payments will be made within fifteen (45) days after receipt and approval of the supplier's invoice and shall be paid to the following account:
 7. Account Holder:
 8. Account number:
 9. Bank Name:
 10. Bank Address:
- e. Notwithstanding the preceding 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 16: Performance Security

- a. The Supplier shall, before signature of this contract, provide performance security in the form of for the performance of the Contract equivalent to..... percentage of the total cost of the contract.
- b. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under this Contract.
- c. However, the performance Security shall be discharged by the Purchaser and returned to the Supplier in two installments. 50% of the performance security shall be returned not later than thirty (30) days following the date of provisional acceptance of supplies, and the remaining 50% shall be returned not later than thirty (30) days following the date of final acceptance of supplies.

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 before, 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 this 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 obtained 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 acceptance 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

Suppose the Supplier fails to deliver by the Date(s) of the delivery period specified in the Contract. In that case, 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 contract implementation continues, penalties shall continue to accrue until full completion 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 results from 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 in Laws and Regulations

If after the deadline for submitting bids, any law, regulation, ordinance, order, or bylaw having the force of law is enacted, promulgated, repealed, or changed in the place of Rwanda where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and the Contract Price. Such Delivery Date and Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

Notwithstanding the preceding, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

Article 22: Change Orders and Contract Amendments

The Purchaser may at any time order the Supplier, through writing notice, to make changes within the general scope of the Contract in any one or more of the Quantities of Items and Designs,

Suppose 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. In that case, an equitable adjustment shall be made in the Contract Price or 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.

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 23: Extensions of Time

Suppose at any time during the performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods. In that case, the Supplier shall promptly but no later than..... (days/month(s)) before the expiration of the contract, notify the

Purchaser in writing of the delay, its likely duration, its cause and put forward a new anticipated delivery. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Unless and until the Supplier receives a notification of the new extended delivery date, there shall be no extension.

Except in the case of Force Majeure, as provided under Clause 20, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time has been agreed upon.

Article 24: 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 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 convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which the Supplier's performance under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment or delivery within (days/months) after the Supplier's notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. to have any portion completed at the Contract terms and prices and
 - ii. to cancel the remainder and pay the Supplier an agreed amount for partially supplied goods and Related Services and for materials and parts previously procured by the Supplier.

Article 25: Assignment

The Supplier shall not assign or operate 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. Before any such assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this contract. Any assignment attempted not to comply with the manner prescribed herein shall be null and void.

Article 26: Warranties

- a. The Supplier warrants that all the Goods are new, of good quality, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials,
- b. The Supplier warrants that goods supplied shall be free from all defects which can harm its regular use.
- c. 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.
- d. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or from design, materials, and workmanship under everyday use in the conditions prevailing in the country.
- e. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- f. Upon receipt of such notice, the Supplier shall, within five (5) working days, expeditiously repair or replace the defective Goods or parts thereof at no cost to the Client.
- g. 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 the 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.
- h. The Supplier shall provide a warranty period of twelve (12) months to every client, unless otherwise agreed upon by parties during contract negotiations, starting from the date of official acceptance of the last delivery.

Article 27: Patent indemnity

The Supplier shall, subject to prior Purchaser's notification specified in paragraph b, indemnify and hold harmless the Purchaser and its employees and officers from and against

any 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 act the same on its behalf.

Article 28: Miscellaneous

i. Entire Agreement:

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier. It supersedes all communications, negotiations, and agreements (whether written or oral) of the parties concerning it made before the date of the 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 a 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:

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

Article 29: Counterparts



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This Contract may be executed in two counterparts, each of which shall be deemed an original, and both shall constitute 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 when the two parties have completely fulfilled their obligations or when either party terminates the contract in conditions outlined in Article 23.

UDL

By: _____
Name:
Title:

The Supplier

By: _____
Name:
Title:

Date: _____



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ANNEX 1: LIST OF GOODS, SUPPLY REQUIREMENTS AND TECHNICAL SPECIFICATIONS OF THE GOODS