

OPEN COMPETITIVE FOR SUPPLY OF UPS BATTERY FOR GALAXY VS MODEL GVSUPSI00KD FOR LOCUS DYNAMICS (NTOMA GROUND STATION)

Title: Hiring a company to supply UPS battery for galaxy vs model GVSUPSI00kd for Locus Dynamics (Ntoma ground station)

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|--------------------------------|---|
| Tender Title | Hiring a company to supply UPS battery for galaxy vs model GVSUPSI00kd for Locus Dynamics (Ntoma ground station) |
| Tender Reference Number | OCB/01/10/LD/2025 |
| Tender Method | Open Competitive Bidding |
| Date of issue of tender | 13/10/2025 |

Locus Dynamics Ltd is pleased to request you to submit your both technical and financial proposal for the aforementioned service, as per attached Terms of Reference (TOR)

Prepared by:

Approved by:

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Ronny TWAHIRWA

Procurement Assistant and ITC secretary

Ag.Managing Director

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ADMINISTRATIVE DOCUMENTS REQUIRED

- a) Bid submission form and price schedules well printed and properly organized.
- b) RDB certificate of registration
- c) RSSB Clearance
- d) RRA tax clearance
- e) BNR License

Note: The above is applicable to companies only

UPS Battery Terms of Reference for Galaxy VS model GVSUPSI00KD (Ntoma Ground station)

Introduction

Locus Dynamics Ltd. (LD) is a systems engineering and integration company with a specific focus in areas of Aerospace & Robotics, Information Technology, and Integrated Security Solutions. LD offers key services to Rwanda, with a vision to grow to other African Markets: Engineering, Project Management, Drone Services, Consultancy and R&D, and Training and Simulations. LD operates a Teleport located in Nyagatare District, around 170 km from Kigali.

As part of its ongoing projects, Locus Dynamics Ltd, is seeking to procure a high quality of UPS Batteries.

2. OBJECTIVES OF THE TERMS OF REFERENCE:

The primary objectives of this document are to outline the Terms of Reference (TOR) for the procurement of a UPS Battery for Galaxy VS model: GVSUPSI00KD

Scope of Work

The scope of work for the procurement process is as follows:

- a) **Conduct a market analysis:** The procurement team will conduct a comprehensive market analysis to identify available UPS battery that meet the company's technical Specification.
- b) **Evaluate technical specifications:** The procurement team will evaluate the technical specifications of the shortlisted companies.
- c) **Vendor selection and negotiation:** The procurement team will shortlist vendors based on the evaluation and conduct negotiations to finalize the purchase agreement.
- d) **Delivery and installation:** The procurement team will oversee the delivery and installation of the UPS Batteries, ensuring that all components are functioning correctly with the UPS in place.

4. TECHNICAL SPECIFICATIONS:

The UPS Batteries to be procured must meet the following technical specifications:

| | |
|---|--|
| Battery Type: | AGM |
| Nominal Voltage: | 12V |
| Rated Capacity: | 100 Ah/C₂₀Hr/1.75VPC/27°C |
| Dimensions (±2mm): | Length: 393 mm (15.47 in.) Weight: 173 mm (6.81 in.) Total Height: 221 mm (8.70 in.) |
| Weight (± 5%): | 31.5 Kg (69.45 Lbs) |
| Terminal Type: | M8 x 25mm Copper terminal |
| Capacity @ 27°C | 93.10 Ah (10hr, 9.31 A, 10.5 V/battery) 85.75Ah (5hr, 17.15 A, 10.2 V/battery) 63.70 Ah (1hr, 63.70 A, 9.6V/battery) |
| Capacity affected (Temperature at C20 hr rate) | 40°C (104°F) 110% 27°C (80.6°F) 100% 0°C (32°F) 80% -15°C (5°F) 60% |
| Case Material: | Standard PPCP (12AL100N) FR Version UL 94-V0 (12ALZ100N) |
| Internal resistance (IR): | Approx. 5.60mΩ for a fully charged battery (27°C) |

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|---|---|
| Short Circuit Current (As per IEC) | 2220 A |
| Operating Temp.range | -20⁰C to + 60⁰C (50 to 60⁰C for shorter duration) |
| Nominal Operating Temp.range | 27⁰C ±3⁰C |
| Standby use (27⁰C) | Charging Voltage 13.5 V/battery Charging Current Max.25% of rated capacity Temp. compensation ± 18mV/battery/ ⁰ C |
| Cycling use (27⁰C): | Charging Voltage 13.8 V/battery Charging Current Max.25% of rated capacity Temp. compensation ± 30mV/battery/ ⁰ C |
| Self-Discharge: | < 4% per month at 27⁰C |

5. EVALUATION CRITERIA:

Proposals submitted by potential vendors will be evaluated based on the following criteria:

a) technical specifications: The UPS battery, must meet the specified technical requirements.

Section I. Instructions to Bidders

A. General

I. Scope of Bid

- I.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Services and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name and identification are **provided in the BDS**.
- I.2 Throughout these Bidding Documents:
 - (a) “Client/Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
 - (b) “Contract” means the agreement between the Procuring Entity and the successful bidder.
 - (c) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific assignment conditions.

- (d) “Day” means calendar day.
- (e) “Government” means the Government of the Republic of Rwanda.
- (f) “Instructions to Bidders” (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.
- (g) “SBD” means the Standard Bidding Document, which must be used by the Client as a guide for the preparation of the Bidding Document.
- (h) “Sub-Contractor” means any person or entity with which the Bidder subcontracts any part of the Supplies.
- (i) the “lowest – evaluated bid” means a bid which is substantially responsive and offers the Lowest price.

2. Source of Funds

The Procuring Entity **LOCUS DYNAMICS Ltd** (hereinafter called “Client”) **specified in the BDS** has received funds (hereinafter called “funds”) from toward the cost of the project **named in the BDS**. The Client intends to apply the funds to the payments under the contract for which these Bidding Documents are issued.

3. Fraud and Corruption

3.1 Rwanda public procurement policy requires that all bidders, suppliers, and contractors, their subcontractors and the procuring entities representatives, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Rwanda Public Procurement Authority:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, or anything of value to influence improperly the actions of another party;
 - (ii) fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (b) 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;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the LOCUS DYNAMICS Ltd 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 LOCUS DYNAMICS Ltd.

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

4. Eligible Bidders

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

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

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

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

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

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

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

5 Eligible Services and Related Services

- 5.1 All the Services and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term “services” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 6** The term “origin” means the country where the services have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 6.1 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Documents.
- 6.2 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

Any bidder may request in writing to the procuring entity, at its address **mentioned in the BDS**, for clarifications on the bidding document. The Procuring Entity shall respond to any request for clarification within three (3) days from the day of its reception. The Procuring Entity shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the Procuring Entity. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under procurement manual.

8 Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall 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 an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids.

B. Preparation of Bids

9 Cost of Bidding

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

10 Language of Bid

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

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following (if applicable):

- a) Bid submission form and Price schedules well printed and properly organized.
- b) Copy of Trading License
- c) Original or a certified copy of the Social Security certificate
- d) Original or a certified copy of the tax clearance certificate
- e) Bid security

- f) Declaration of commitment
- g) Proof of purchase of tender document
- h) At least three (3) References of similar tenders executed and successfully completed in government institutions.
- i) Written confirmation authorizing the signatory of the Bid to commit the Bidder
- j) A proof of bid purchase

I2 Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Services and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

I3 Alternative Bids

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

I4 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the BDS.
- 14.7 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 shall be rejected, pursuant to

- ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15 Currencies of Bid

- 15.1 The Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the Rwanda Francs.
- 15.3 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 26.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

16 Documents Establishing the Conformity of the Services and Related Services

- 16.1 To establish the conformity of the Services and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Services conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Services and Related Services, demonstrating substantial responsiveness of the Services 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

Services during the period **specified in the BDS** following commencement of the use of the services by the Procuring Entity.

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

17 Documents Establishing the Qualifications of the Bidder

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

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Services 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 Services to supply these Services in Rwanda;
- (a) that, if **required in the BDS**, in case of a Bidder not doing business within Rwanda, the Bidder is or will be (if awarded the contract) represented by an Agent in Rwanda equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (b) That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

18 Bids Validity Period

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

19 Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 19.2 The Bid Security shall be in the amount specified in the BDS and denominated in 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 authorised financial institution;
 - (b) Be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.
 - (c) Be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) Be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
 - (e) Be submitted in its original form; copies will not be accepted;
 - (f) **Remain valid for a period of 28 days beyond** the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;
- 19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 19.5 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 in accordance with ITB Clause 41;*
 - (ii) *Furnish a Performance Security in accordance with ITB Clause 42;*
 - (c) If the successful Bidder refuses corrections of its financial offer.
- 19.6 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.

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

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

The Procurement Committee may ask **LOCUS DYNAMICS Ltd** to declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the law on procurement.**

20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “**ORIGINAL**.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “**COPY**.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed in indelible ink, stamped and signed by a person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

C. Submission and Opening of Bids

21 Submission, Sealing and Marking of Bids

- 21.1 Bidders may always submit their bids by physical delivery or by hand.

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

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

- (a) The inner envelopes shall bear the name and address of the Bidder;
- (b) The outer envelopes must be anonymous and be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1; and

- (c) The outer envelopes must bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1

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

22 Deadline for Submission of Bids

- 22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS**.
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

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

24 Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.

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

25 Bid Opening

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

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

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence or absence 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. **b) Compliance with regulations:** The UPS battery, must comply with relevant industry standards and regulations. **c) Vendor qualification:** The vendor must have a track record of successful delivery and positive references from previous clients. **d) Cost-effectiveness:** The proposer must offer a competitive price while meeting all technical and operational requirements.

25.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

D. Evaluation and Comparison of Bids

26 Confidentiality

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

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

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

27 Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in

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

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

| ITB Clause Reference | A. General |
|----------------------|---|
| ITB 1.1 | The Procuring Entity is: LOCUS DYNAMICS Ltd |
| ITB 1.2 | Tender Reference N°: OCB/01/I0/LD/2025 |
| ITB 2 | The Source of funds: LOCUS DYNAMICS Ltd |
| | B. Contents of Bidding Documents |
| ITB 7 | <p>Clarification of bids will be addressed to LOCUS DYNAMICS Ltd. Clarifications may be requested not later than 2 days before the submission date during working days.</p> <p>For Clarification of bid purposes only, the Procuring Entity's address is:</p> <p>LOCUS DYAMICS Ltd</p> <p>Bodifa Mercy House, 7th Floor, Kimihurua,</p> <p>Gasabo, Kigali - Rwanda</p> <p>Email : nh.procurement@ngali.com</p> <p>Tel. 0734159630</p> |
| | C. Preparation of Bids |

| | |
|-----------------|--|
| ITB 10 | The language of the bid is English |
| ITB 11.1 | <p>The Bidder shall submit in its bid the following:</p> <ul style="list-style-type: none"> a. Bid submission form and Price schedules well printed b. A copy of Certificate of domestic company registration c. Tender purchase of 10,000 Rwf to 00040-00443150-10, LOCUS DYNAMICS LTD, BANK OF KIGALI |
| ITB 13 | Alternative Bids shall not be considered. |
| ITB 14.5 | The INCOTERMS edition is: <i>"INCOTERMS N/A</i> |
| ITB 14.6 | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract (One year) and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. |
| ITB 15.1 | The Bidder is required to quote in the Rwanda Francs currency. |
| ITB 18.1 | The bid validity period shall be ninety (90) calendar days, and shall remain valid for a period of 28 days beyond the validity period of the bid. |
| ITB 19.1 | Bid shall include a Bid Security issued by only a reputable and recognized Bank operating in Rwanda: N/A |
| ITB 19.2 | The amount of the Bid Security N/A |
| ITB 20.1 | In addition to the original of the bid, the number of copies are: 01 copy |
| | A. Submission and Opening of Bids |
| ITB 22.1 | <p>Bids shall be received at Locus Dynamics procurement office no later than</p> <p>17/10/2025</p> <p>Time: 10:00am</p> |

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| ITB 25.1 | <p>The Bid opening shall take place at the following address;</p> <p>Date: 17/10/2025</p> <p>Time: 10:15am</p> <p>Venue: Locus Dynamics Board room</p> |
| | B. Evaluation and Comparison of Bids |
| ITB 32 | Bid prices will be in Rwanda Francs (Rwf) currency VAT Inclusive |
| ITB 33 | Domestic preference N/A |
| ITB 34.3(a) | <p>The evaluation will be done for the entire tender. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</p> <p>The evaluation committee shall base on their confidential budget relevant to the service to be provided and the lowest offer shall not be the only criteria to award the tender.</p> |
| | C. Award of Contract |
| ITB 40 | <p>The maximum percentage by which an addendum to the contract may be done is 10%</p> <p>This tender intends to select service provider who shall sign a framework agreement of one year (which may be renewable twice upon satisfactory performance of the contract)</p> |