



RWANDA MEDICAL SUPPLY (RMS) LIMITED

Title of the Tender:	HIRING A COURIER SERVICE PROVIDER TO RMS
Tender Reference Number:	061/NC/NCB/2025/2026/RMS
Type of Contract:	Framework agreement
Procurement method:	National Competitive Bidding
Date of Issue:	...03.../...11.../ 2025
Date of submission and opening	Deadline for submission: 21/.../.../2025 at 8:00 GMT (10:00 am local time) Public opening:21...../.../2025 at 8:30 GMT (10:30 am local time)

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0	26/9/2025	26/9/2025	26/9/2028

INVITATION TO TENDER: National Competitive Bidding

Tender N°: 061/NC/NCB/2025/2026/RMS

Tender Title: HIRING COURIER SERVICE PROVIDER TO RMS

Type of Contract: Framework Agreement

Dear Sir/Madam,

RE: ESTABLISHMENT OF FRAMEWORK AGREEMENT FOR HIRING A COURIER SERVICE PROVIDER TO RMS

RMS LTD invites you to submit your offer for the establishment of a framework agreement for Hiring a Courier service provider to RMS as indicated in the terms of references. The framework agreement(s) shall be conducted for a period of two-years contract renewable Once upon satisfactory performance by the supplier.

RMS Ltd now invites and interests you to submit a bid for the establishment of Agreement for Hiring a firm for provision of quality control services as indicated in the terms of references.

The tender document shall be obtained from RMS Head Office on working day 08:30am to 5pm local time, from Monday to Friday, upon presentation of the proof of payment of a non-refundable fee of ten thousand (10,000) Rwandan Francs or its equivalent in freely convertible currency paid to one of the following accounts: 1000009586 (Currency: FRW) and 1000009624 (Currency: US\$) – Swift Code: BNRWRWRW) of CAMERWA ASBL opened at NATIONAL BANK OF RWANDA and 00040-00049366-26 of RMS LTD, opened in BANK OF KIGALI.

Further, RMS LTD now requests you to submit your technical and financial documents for Hiring a Courier service provider under this price offer and subsequent contract agreement shall be defined in the INCOTERMS 2020.

Your offer should be valid for at least 120 days from the submission date of the offer.

In order to determine the award for a contract, offers will be evaluated according to the following stages:

1. Preliminary and Administrative Evaluation

The administrative evaluation of the bids will take into account the relevant requirements of this tender document:

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- Proposal submission letter signed and stamped by the competent authority, addressed to the Chief Executive Officer of RMS
- Company profile.
- Copy of Trading License RDB
- Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of Attorney) in case the person who signed the bid is not the legal representative,
- Tax clearance certificate: a copy of a valid Tax clearance/ non clearance certificate issued by Rwanda Revenue Authority
- A valid copy of the social security certificate issued by Rwanda Social Security Board (RSSB))
- Proof of payment of tender document

2. Technical requirements

- Proven experience in **international shipment of pharmaceutical samples** and other regulatory documents (At least **three (3) references** from similar contracts)
- Knowledge and compliance with **WHO GDP guidelines** (Certificate)
- Valid **licenses**, permits and certification for cross-border shipment.
- Description of shipping capacity, tracking tools, and cold-chain handling capabilities.
- A strong **real-time shipment tracking system**.
- Established presence or partnerships in key African countries and other relevant locations, as needed.
- Proposed timelines for delivery to key destinations.

2. Financial Evaluation

Financial proposal (Price Schedule duly signed, stamped and dated as indicated in the pricing table)

Deadline for Submission of Quotation: You are requested to submit your quotation not later than 10:00 AM, local time (8:00 GMT), on~~21~~..11/2025. Late submissions will not be considered.

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Document Name	NC/NCB Tender Document
Document Identification	FOM 3.11.01

The signed, stamped offers must be submitted or couriered to RMS headquarters in sealed envelopes on the address below at the abovementioned time and will be opened in public at RMS LTD board room on ..21./11/ 2025 at 10:30 AM, local time (8:30 GMT).

Rwanda Medical Supply (RMS) Limited

Village: Virunga, Cell: Kibaza, Sector: Kacyiru, District: Gasabo, KN 8 Ave, Kigali

For further information, do not hesitate to contact
imahirwe@rms.rw/iburanga/jmurwanashyaka@rms.rw/ or rms.procurement@rms.rw

Kigali, 03/11/2025

Dr. Loko Abraham
Chief Executive Officer



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BID SUBMISSION FORM

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of tender notice]*

Or Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

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

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

- (e) Our bid shall be valid for the period of time specified in tender notice and article 18 of the tender document, from the date fixed for the bid submission deadline in tender notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Clause 42 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with tender document, Sub-Clause 4.4;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by any regulatory body, in accordance with Sub-Clause 4.4;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature and stamp of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

TERMS OF REFERENCE (TOR): TERMS OF REFERENCE FOR GLOBAL LOGISTICS COMPANY TO PROVIDE TRANSPORT SERVICE OF PHARMACEUTICAL SAMPLES AND OTHER OFFICIAL DOCUMENTS FOR RWANDA MEDICAL SUPPLY

1. Background

Rwanda Medical Supply Ltd (RMS) is mandated to ensure the availability of **quality, safe, and effective medicines and health commodities** in Rwanda. As part of its **Quality Management System (QMS)** and in compliance with international standards, RMS sends **pharmaceutical samples, shipping documents** to **WHO-prequalified Quality Control Laboratories (QCLs)** or other official documents within Africa for **independent quality testing** and regulatory verification and the rest of the world for the official document.

To support this process, RMS seeks to engage a **competent, reliable, and experienced courier service provider** to handle the **timely, secure, and compliant shipment** of samples for the related documents to designated WHO-prequalified laboratories and other official document.

2. Objective

The objective of these ToRs is to select a **qualified courier company** that can:

- Provide **secure and efficient shipment** of pharmaceutical samples and regulatory documents.
- Ensure compliance with **WHO Good Distribution Practices (GDP)**, international shipping regulations, and customs requirements.
- Guarantee **timely delivery** to WHO-prequalified laboratories across Africa.
- Provide **real-time tracking** and **delivery confirmation**.
- Handling directly the courier i.e any other document to the consignee premises around the world.

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3. Scope of Work

The selected courier company shall be responsible for the following tasks:

3.1 Collection & Handling

- Collect pharmaceutical samples and documents from RMS headquarters or other designated facilities.
- Ensure proper **packaging, labeling, and documentation** according to WHO GDP and international standards.
- Provide cold-chain packaging and temperature control when required.

3.2 Customs and Regulatory Compliance

- Manage all required **customs clearance**, permits, and shipping documentation.
- Ensure compliance with international regulations governing the shipment of pharmaceutical products and legal documents.

3.3 Transportation & Delivery

- Ensure **door-to-door delivery** to the designated WHO-prequalified laboratories and any other consignee.
- Maintain **temperature-sensitive handling** for specific pharmaceutical products where necessary.
- Deliver within agreed lead times to avoid delays in laboratory testing and other RMS relevant documents.

3.4 Tracking & Reporting

- Provide **real-time online tracking** accessible to RMS.
- Send **proactive notifications** on shipment status.
- Provide signed **delivery confirmations** upon receipt by the laboratory or other consignee.

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- Submit **incident reports** in case of delays, damage, or lost shipments.

4. Expected Destinations

Shipments will primarily be sent to WHO-prequalified laboratories in Africa for medical components, and the rest of the world to other official documents as deemed necessary, including but not limited to countries in the tables below.

Format to be used for financial offer

Below the list of possible destinations and estimated kgs that will be carried.

SN	Laboratory/Authority	Country	City	Estimated kgs is 300kgs	Bidder unit price per kg
1	National Drug Authority (NDA-QCL)	Uganda	Kampala		
2	National Quality Control Laboratory (Kenya-NQCL)	Kenya	Nairobi		
3	TMDA Quality Control Laboratory	Tanzania	Dar es Salaam		

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4	FDA Quality Control Laboratory	Ghana	Accra		
5	Medicines Control Authority QCL	Zimbabwe	Harare		
6	M&L Laboratory Services (Pty) Ltd	South Africa	Midrand		
7	NAFDAC Central Drug Control Laboratory	Nigeria	Lagos		
8	Mission for Essential Drugs & Supplies (MEDS)	Kenya	Nairobi		
9	Research Institute for Industrial Pharmacy (RIIP) incorporating CENQAM	South Africa	Potchefstroom		
10	Adcock Ingram Ltd Research & Development (Adcock R+D)	South Africa	Midrand		

1. ZONES WHICH COURIERS MAY BE TRANSPORTED ON COURIER DOCUMENTS

Country	Zone	Country	Zone	Country	Zone	Country	Zone
Afghanistan (AF)	ROW	Dominica (DM)	AM2	Latvia (LV)	EU2	Samoa (WS)	ROW

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Albania (AL)	EU3	Dominican Rep. (DO)	AM2	Lebanon (LB)	ROW	San Marino (SM)	EU1
						Sao Tome And Principe (ST)	
Algeria (DZ)	ROW	East Timor (TL)	ROW	Lesotho (LS)	ROW		ROW
						Saudi Arabia (SA)	MA1
Andorra (AD)	EU2	Ecuador (EC)	AM3	Liberia (LR)	ROW		
Angola (AO)	ROW	Egypt (EG)	ROW	Libya (LY)	ROW	Senegal (SN)	ROW
						Serbia, Rep. Of (RS)	
Anguilla (AI)	AM2	El Salvador (SV)	AM2	Liechtenstein (LI)	EU3		EU3
Antigua (AG)	AM2	Eritrea (ER)	ROW	Lithuania (LT)	EU2	Seychelles (SC)	ROW
Argentina (AR)	AM3	Estonia (EE)	EU2	Luxembourg (LU)	EU1	Sierra Leone (SL)	ROW
Armenia (AM)	ROW	Ethiopia (ET)	ROW	Macau (MO)	AP1	Singapore (SG)	AP1
Aruba (AW)	AM2	Falkland Islands (FK)	ROW	Macedonia, Rep. Of (MK)	EU3	Slovakia (SK)	EU2
Australia (AU)	AP2	Faroe Islands (FO)	EU2	Madagascar (MG)	ROW	Slovenia (SI)	EU2
Austria (AT)	EU1	Fiji (FJ)	ROW	Malawi (MW)	ROW	Solomon Islands (SB)	ROW
Azerbaijan (AZ)	ROW	Finland (FI)	EU2	Malaysia (MY)	AP1	Somalia (SO)	ROW
Bahamas (BS)	AM2	France (FR)	EU1	Maldives (MV)	ROW	Somaliland, Rep Of (XS)	ROW
Bahrain (BH)	MA1	French Guyana (GF)	AM3	Mali (ML)	ROW	South Africa (ZA)	MA1
Bangladesh (BD)	AP2	Gabon (GA)	ROW	Malta (MT)	EU2	South Sudan (SS)	ROW
Barbados (BB)	AM2	Gambia (GM)	ROW	Martinique (MQ)	AM2	Spain (ES)	EU1
Belarus (BY)	ROW	Georgia (GE)	ROW	Mauritania (MR)	ROW	Sri Lanka (LK)	AP2

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Belgium (BE)	EU1	Germany (DE)	EU1	Mauritius (MU)	ROW	St. Barthelemy (XY)	AM2
Belize (BZ)	AM2	Ghana (GH)	ROW	Mayotte (YT)	ROW	St. Eustatius (XE)	AM2
Benin (BJ)	ROW	Gibraltar (GI)	EU3	Mexico (MX)	AM1	St. Kitts (KN)	AM2
Bermuda (BM)	AM2	Greece (GR)	EU2	Moldova, Rep. Of (MD)	ROW	St. Lucia (LC)	AM2
Bhutan (BT)	ROW	Greenland (GL)	EU2	Monaco (MC)	EU1	St. Maarten (XM)	AM2
Bolivia (BO)	AM3	Grenada (GD)	AM2	Mongolia (MN)	ROW	St. Vincent (VC)	AM2
Bonaire (XB)	AM2	Guadeloupe (GP)	AM2	Montenegro, Rep Of (ME)	EU3	Sudan (SD)	ROW
Bosnia & Herzegovina (BA)	EU3	Guatemala (GT)	AM2	Montserrat (MS)	AM2	Suriname (SR)	AM3
Botswana (BW)	ROW	Guernsey (GG)	EU3	Morocco (MA)	ROW	Swaziland (SZ)	ROW
Brazil (BR)	AM3	Guinea Rep. (GN)	ROW	Mozambique (MZ)	ROW	Sweden (SE)	EU2
Brunei (BN)	ROW	Guinea-Bissau (GW)	ROW	Myanmar (MM)	ROW	Switzerland (CH)	EU3
Bulgaria (BG)	EU2	Guinea-Equatorial (GQ)	ROW	Namibia (NA)	ROW	Syria (SY)	ROW
Burkina Faso (BF)	ROW	Guyana (British) (GY)	AM3	Nauru, Rep. Of (NR)	ROW	Tahiti (PF)	ROW
Burundi (BI)	ROW	Haiti (HT)	AM2	Nepal (NP)	ROW	Taiwan (TW)	AP1
Cambodia (KH)	ROW	Honduras (HN)	AM2	Netherlands, The (NL)	EU1	Tajikistan (TJ)	ROW
Cameroon (CM)	ROW	Hong Kong (HK)	AP1	Nevis (XN)	AM2	Tanzania (TZ)	ROW
Canada (CA)	AM1	Hungary (HU)	EU2	New Caledonia (NC)	ROW	Thailand (TH)	AP1
Canary Islands, The (IC)	EU3	Iceland (IS)	EU2	New Zealand (NZ)	AP2	Togo (TG)	ROW
Cape Verde (CV)	ROW	India (IN)	AP2	Nicaragua (NI)	AM2	Tonga (TO)	ROW

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Cayman Islands (KY)	AM2	Indonesia (ID)	AP2	Niger (NE)	ROW	Trinidad And Tobago (TT)	AM2
Central African Rep(CF)	ROW	Iran (IR)	ROW	Nigeria (NG)	ROW	Tunisia (TN)	ROW
Chad (TD)	ROW	Iraq (IQ)	ROW	Niue (NU)	ROW	Turkey (TR)	EU3
Chile (CL)	AM3	Ireland, Rep. Of (IE)	EU1	Norway (NO)	EU3	Turks & Caicos (TC)	AM2
China (CN)	AP1	Israel (IL)	EU3	Oman (OM)	MA1	Tuvalu (TV)	ROW
Colombia (CO)	AM3	Italy (IT)	EU1	Pakistan (PK)	ROW	Uganda (UG)	ROW
Comoros (KM)	ROW	Jamaica (JM)	AM2	Panama (PA)	AM2	Ukraine (UA)	ROW
Congo (CG)	ROW	Japan (JP)	AP1	Papua New Guinea (PG)	ROW	United Arab Emirates (AE)	MA1
Congo, DPR (CD)	ROW	Jersey (JE)	EU3	Paraguay (PY)	AM3	United Kingdom (GB)	EU1
Cook Islands (CK)	ROW	Jordan (JO)	ROW	Peru (PE)	AM3	Uruguay (UY)	AM3
Costa Rica (CR)	AM2	Kazakhstan (KZ)	ROW	Philippines, The (PH)	AP2	Uzbekistan (UZ)	ROW
Cote D Ivoire (CI)	ROW	Kenya (KE)	ROW	Poland (PL)	EU2	Vanuatu (VU)	ROW
Croatia (HR)	EU2	Kiribati (KI)	ROW	Portugal (PT)	EU1	Vatican City (VA)	EU1
Cuba (CU)	AM2	Korea, Rep. Of (KR)	AP1	Qatar (QA)	MA1	Venezuela (VE)	AM3
Curacao (XC)	AM2	Korea, D.P.R Of (KP)	ROW	Reunion, Island Of (RE)	ROW	Vietnam (VN)	AP2
Cyprus (CY)	EU2	Kosovo (KV)	ROW	Romania (RO)	EU2	Virgin Islands-British (VG)	AM2

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3rd Country Zones		Destination zone									
		EU1	EU2	EU3	AP1	AP2	AM1	AM2	AM3	MA1	ROW
Origin zone	EU1	A	B	C	D	E	D	E	F	D	F
	EU2	B	B	C	E	E	E	F	F	D	F
	EU3	C	C	C	E	F	F	F	F	E	G
	AP1	E	F	F	C	D	D	G	G	F	H
	AP2	F	F	G	C	D	G	H	H	F	H
	AM1	D	E	F	C	F	C	E	E	G	H
	AM2	E	F	G	F	H	D	E	F	G	H
	AM3	E	F	F	F	H	E	E	E	G	H
	MA1	E	E	E	E	E	G	G	G	D	G
	ROW	E	E	G	G	G	G	H	H	G	H
Czech Rep., The (CZ)	EU2	Kuwait (KW)			MA1	Russian Federation (RU)		ROW	Yemen, Rep. Of (YE)		ROW
Denmark (DK)	EU2	Kyrgyzstan (KG)			ROW	Rwanda (RW)		ROW	Zambia (ZM)		ROW
Djibouti (DJ)	ROW	Laos (LA)			ROW	Saint Helena (SH)		ROW	Zimbabwe (ZW)		ROW

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1. PAYMENT

The payment will be done based on the number of items (per KG) processed and per destination.

2. REPORTING ARRANGEMENTS

During the course of the assignment, the Company will report to Quality assurance and quality control unit of RMS.

3. CONTRACT PERIOD

The contract should be for two-years period renewable one upon the performance of the contractor.

4. BILL OF QUANTITIES

Rate per kg and per destination

Zones	weight in kgs for documents	Bidders Prices per kg
Zone 1	0.5-1	
Zone 2	0.5-1	
Zone 3	0.5-1	
Zone 4	0.5-1	
Zone 5	0.5-1	
Zone 6	0.5-1	
Zone 7	0.5-1	
Zone 8	0.5-1	
Zone 9	0.5-1	
Zone 10	0.5-1	

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RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)
KG 509 St- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda

AGREEMENT FOR HIRING A COURIER SERVICE PROVIDER TO RMS

BY AND BETWEEN

RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)

AND

Contract number	061/NC/NCB/2025/2026/RMS
Contract duration	
Type of contract	
Contract administrator/Manager	Procurement Unit
Date of Contract	/...../2025

2025

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In consideration of the terms and covenants of this contract and other valuable consideration, the parties agree as follows:

Article 1: Purpose of the Contract

The purpose of this Contract is to confirm in writing the mutual understanding by and between **Rwanda Medical Supply Limited (RMS Ltd)**, ("Client") with an address at KG 509 St-Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali, Rwanda;

And

..., (the Service Provider) a company incorporated under the laws of.....and having its principal place of business at....., Tax Identification Number..... concerning the supply ofas stipulated in technical specifications and supply requirements and standards attached to this contract.

Article 2: Object of the Contract

The object of this contract is to deliver to the Client the services as listed in **Annex I**: list of services, frequency and technical specifications.

Article 3: Language and Notice

a. The contract as well as all correspondence and documents relating to the Contract exchanged by the Client and the Service provider, shall be written in English;

b. All notices required to be given under this contract shall be also in English, put in writing, and deemed to have been given:

i. on the date delivered, if delivered, by hand; or

ii. three (3) days after posting with or without feedback from the other party, postage prepaid, return receipt requested, in each case addressed to the individual set out in the table below or as notified by a party to the other from time to time. Notices shall be sent to the following addresses:

The Client's address shall be:	The Service Provider's address shall be:
RWANDA MEDICAL SUPPLY LTD	
Attention: Chief Executive Officer.	Attention:
KG 509 St- Kacyiru- Gasabo,	
Kigali City, P. O. Box 640 Kigali-Rwanda	Email address:
Email address: rms.procurement@rms.rw	

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

Article 4: Contract documents

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- Contract agreement itself
- The list of services, frequency and technical specifications (**Annex 1**)
- The bidding documents
- The Supplier's bid

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This contract shall prevail over all contract documents. The documents forming the contract are to be taken as mutually explanatory of one another. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

Article 5: Duties and Obligations of the Service Provider

The Service provider shall provide services whose specifications, details, terms and conditions are detailed in the Technical Specifications herewith attached as **Annex 1**.

Article 6: Effective date, contract duration and place of service delivery

- After this contract is signed by the Client and Service Provider it shall become effective as of the date when the last party signs below ("Effective Date");
- The contract shall be signed for a period of two (2) year renewable upon satisfactory performance of the Service provider. The contract renewal will require a mutual written agreement by both parties prior to the end of the initial contract term or thereafter during any extension period.
- Unless otherwise provided for in this Contract, the place of service delivery is RMS Ltd premises.

Article 7: Quality service provision

- All services delivered shall comply with the requirements of the Technical Specifications, or shall conform in all respects to the items which form part of the Contract;
- All services covered by this Contract shall be the subject of the Client's inspection at all times during the execution of this Contract;
- If the Service provider fails to deliver services in accordance with the provisions of the Contract, the Client may reject any part of the services by giving written notice to the service provider specifying the reason for rejection and whether replacement or improvement of services is required and within what time;
- In the event of the Service provider failing to change or improve such rejected services within twenty (20) days of notification of the rejection, the Client shall be at liberty to terminate this Contract.

Article 8: Contract price

- The contract price is unit price in Rwandan francs all taxes inclusive as per **Annex 1**;
- The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof. It includes any fees, expenses or any other cost that the service provider might incur in relation with this contract and no reimbursable shall be claimed by the service provider.

Article 9: Billing and Payment modalities

- The Service provider shall be paid on monthly basis upon presentation to and approval by the Client of an invoice of the services delivered and accepted;
- Each invoice shall be accompanied with the report specifying the services delivered and approved by both parties and any other document specified in the contract documents.
- No invoice shall be accepted by the Client or delays in payment considered if the invoice is not accompanied by such documents;

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d. In the event of a disputed invoice, the Client shall notify the Service provider in writing of the disputed amount within ten (10) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice;

e. All payments will be made within **forty-five (45) days** after receipt and approval of the service provider's invoice and shall be paid to the following account:

Account holder :

Account number:

Bank name :

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

Article 10: Performance Security

a. The performance security of (**.....Frw**) is required before contract signature;

b. The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the Service provider's failure to complete its obligations under this Contract;

c. However, the performance Security shall be discharged by Client and returned to the Service provider not later than thirty (30) days following the date of contract expiration and final acceptance of rendered services.

Article 11: Confidentiality

The terms and conditions of this contract, including pricing, are confidential information, and may not be disclosed to a third party by Service provider, except as required by applicable law. This means that the Service provider shall not use such documents, data, and other information received from the Client for any purpose other than the performance of the Contract. This clause shall survive for a period of five (5) years from the date of expiration or termination of this Contract.

Article 12: Force Majeure

In case a Force Majeure situation arises, any party shall promptly notify another 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 Client in writing, the Service Provider shall continue to perform its obligations under this Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Article 13: Change Orders and Contract Amendments

a. The Client may at any time order the Service provider through writing notice, to make changes within the general scope of the Contract in any one or more of the following;

- i. designs, or specifications
- ii. the place of delivery; and
- iii. the Related Services to be provided by the Supplier (If any)

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

- b. Prices to be charged by the Service provider for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed 20% of the contract price;
- c. Subject to the above, no variation or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

Article 14: Termination

- a. Either party may terminate this Contract in the event of a Material Breach (as defined below) by the other party that, if possible, to cure, remains uncured thirty (30) days after written notice specifying the breach is given by the non-breaching party to the breaching party. A "Material Breach" is defined as: (a) the failure of a party to fully comply with and perform any or all terms and conditions of this Contract; (b) the making of assignment for the benefit of creditors by a party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against a party; or (d) insolvency of a party.
- b. Furthermore, the Client, by notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

Article 15: Assignment

Neither party may assign, subcontract, or otherwise transfer its rights or obligations under this without the prior written consent of the other party.

Article 16: Warranties

- a. The Service provider warrants that the services will be delivered in a way that is not harmful to human health and not harmful to the environment;
- b. The Service provider warrants that service or any item delivered shall be free from all defects which can harm its normal use;
- c. The Service provider warrants that he/she shall assume full responsibility and liability for compliance with all applicable regulations especially pertaining to the health and safety of personnel during the execution of work;

Article 17: Governing law and Dispute Settlement

- a. This contract shall be governed by the law of the Republic of Rwanda.
- b. Any contentious issues arising out of the interpretation and/or application of this contract shall be settled amicably. If such negotiation does not resolve the matter within thirty (30) days after notice of the dispute is given, either party shall be at liberty to seek recourse from a competent tribunal within the Rwandan territory.

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS CONTRACT:

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Document Name	NC/NCB Tender Document
Document Identification	FOM 3.11.01

For and on behalf of

For and on behalf of RMS

[Signature and stamp]

Date: .../.../2025

Names:

Title:

WITNESSED BY:

Date: .../.../2025

Dr. Loko Abraham

Chief Executive Officer

Date: .../.../2025

Names:

Title: Company Secretary-RMS LTD

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