



RWANDA AIRPORTS COMPANY

**TITLE OF TENDER: REHABILITATION OF RWANDA AIRPORTS
COMPANY OFFICES AT KIGALI INTERNATIONAL AIRPORT**

Tender Reference Number: 15/W/2024-2025/NCB/RAC

Procurement Method: Open Tender



December, 2024

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Introduction

These Standard Bidding Documents are intended to be used as a model for admeasurement (unit prices or unit rates in a bill of quantities) and lump sum types of Contract, which are the most common in Works contracting. Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. The main text refers to admeasurement contracts. **Alternative clauses or texts are supplied for use with lump sum contracts**

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Works to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Works. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Rwanda Airports Company shall prepare the Bid Data Sheet (Section II), Special Conditions of Contract (Section VI), and Sections VII, VIII, IX which deal with Specifications, Drawings, and Bill of Quantities respectively, before issuing these Bidding Documents. Rwanda Airports Company should read and/or provide the information specified in the italicized notes inside brackets. In the few instances where the Bidder is requested to provide information, the note specifies it. **The footnotes and notes for the Rwanda Airports Company are not part of the text; they should not be incorporated in the Bidding Documents issued to the bidders.**
- (c) Modifications of the model to meet specific Project or Contract needs should be provided in the **Bid Data Sheet** and the **Special Conditions of Contract** only, as amendments to the Instructions to Bidders and the General Conditions of Contract which should not be modified.
- (d) These standard Bidding Documents have been prepared to be used under post qualification of the bidders. However, they can also be used under prequalification, with relatively minor modifications. However, the documents do not address the bidder prequalification process per se.





TENDER TITLE: REHABILITATION OF RWANDA AIRPORTS COMPANY OFFICES AT KIGALI INTERNATIONAL AIRPORT

TENDER NOTICE (TN): 15/W/2024-2025/NCB/RAC

SOURCE OF FUND: ORDINARY BUDGET

Rwanda Airports Company (RAC) invites, by the present invitation to tender, sealed bids from eligible and qualified bidders for the rehabilitation of Rwanda airports company offices at Kigali International Airport Bidding will be conducted through an open tender as defined in the Bidding Documents.

The tender is composed of one lot.

1. Tender Documents in **ENGLISH** may be obtained by interested candidates from Kigali International Airport (RAC offices) upon presentation of the proof of payment of a non-refundable fee of Eight thousand four hundred Rwandan Francs (8,400 FRW) to Bank of Kigali on the Account N° 00040-06948300-35 (RWF) opened in the name of Rwanda Airports Company. Alternatively, the tender document may be downloaded from the RAC website (www.rac.co.rw) and attach proof of its payment in the bid.
2. **A compulsory site visit is scheduled on 20th December 2024 and will be conducted by RAC representatives at Kigali International Airport at 10:00 Am, and site visit certificates will be issued to the present bidders.**
3. All bids shall be accompanied by an original Bid Security of **6,000,000Frw** or its equivalency on a freely convertible currency from a recognized bank or an insurance company operating in Rwanda which shall be valid until 30 days after the bids validity.
4. Bids must be delivered to RAC Offices, Kigali International Airport (Information Desk) at or before **07th January 2025 at 10:00 Am**. late bids will be rejected. Bids will be opened physically in the presence of the

bidders or their representatives who choose to attend at the address mentioned above on **the same day at 10:30 Am**.

5. Enquiries regarding this tender may be addressed to the Managing Director of Rwanda Airports Company, 1171 Kigali-Rwanda, Tel: (+250) 252585555; or by writing to Email: info@rac.co.rw, Cc: procurement@rac.co.rw and snzabakiza@rac.co.rw
6. Well-sealed Outer envelope should clearly indicate the tender title and number.
7. Bidding will be conducted in accordance with Rwanda Airports Company procurement manual revised January 2021.

Charles HABONIMANA
Managing Director



Section I. Instructions to Bidders

Instructions to Bidders (ITB)

GENERAL

1. Scope of Bid

- 1.1 The Procuring Entity, as defined in **the Bid Data sheet** invites bids for Civil and plumbing maintenance contract at all RAC Airports, as **described in the BDS** and Section VI, "Special Conditions of Contract" (SCC). The name and identification number of the Contract are provided in the BDS and the SCC.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS and SCC 1.1 (r).
- 1.3 Throughout these Bidding Documents:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.

2. Source of Funds

RAC (hereinafter called "Client"), as defined in the BDS, intends to apply part of the funds from the Funding Agency, as defined in the BDS, towards the cost of the Project, as defined in the BDS, to cover eligible payments under the Contract for the Works. Payments by the Funding Agency shall be made only at the request of RAC and upon approval by The Funding Agency in accordance with the grant/credit or Loan agreement, and shall be subject in all respects to the terms and conditions of that Agreement. Except as the Funding Agency may specifically otherwise agree, no party other than RAC shall derive any rights from the Grant/credit or Loan Agreement or have any rights to the loan proceeds.

3. Fraud and Corruption

Following the spirit of Rwanda airports procurement policy, RAC requires that any RAC representatives as well as Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement proceedings and execution of such contracts. In pursuit of this policy, RAC:

- (a) Referring to its procurement manual, gives the definition, for the purposes of this provision, of the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence RAC staff connected to tender proceedings at any stage.



- (ii) **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead RAC staff who has a connection to a given tender to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“collusive practice”** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or RAC staff
 - (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;
- (b) RAC 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 or coercive practices in competing for the Contract in question;
 - (c) RAC shall cancel or renounce to the use of the portion of the fund allocated to a contract if it determines at any time that representatives of the Funding Agency or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
 - (d) RAC shall sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

4. Eligible Bidders

- 4.1 Eligible bidders at RAC are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession.
- 4.2 Participation is open on equal conditions to all companies or persons fulfilling the requirements herein except where:
- (i) The bidder is currently blacklisted by either RAC or any public institution
 - (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.

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



- (A) are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents ; or
- (B) submit more than one bid in this bidding process, except for alternative offers permitted under ITB clause 13. however, this does not limit the participation of subcontractors in more than one bid;
- (c) other levels for the conflict of interest are indicated in RAC procurement manual

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

4.5 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 client

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to RAC, as RAC shall reasonably request.

5 Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the RAC has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise stated in the **BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Evidence of relevant experience in the execution of works of similar nature, including the nature and value of the relevant contracts for each of the last five years, as well as works in hand and contractually committed. The evidence must answer at least the criteria indicated to under subparagraph 5.5 below.



- (c) Major items of equipment proposed to carry out the Contract. The descriptions must demonstrate the bidder's ability to complete the works and should include inter alia:
The Bidder must indicate whether such equipment is owned by him, hired or used by subcontractor.
- (d) Qualifications and experience of key site management and technical personnel proposed for the Contract with their CVs and academic testimonials
- (e) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS**.

5.4 Bids submitted by a JV of two or more firms in partnership shall comply with the following requirements, unless otherwise **stated in the BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (f) a copy of the JV Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) An average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and



- (e) Liquid assets and/or 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 in the BDS**.

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

- 5.6 The figures for each of the partners of a JV shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.
- 5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for the percent of margin's preference, **as specified in the BDS**, in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

6 One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

7 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the RAC shall in no case be responsible or liable for those costs.

8 Site Visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

A. BIDDING DOCUMENTS

9 Contents of Bidding Documents

The set of Bidding Documents comprises the documents listed below and addenda issued in accordance with ITB Clause 11:

Tender Notice /Invitation for Bids

Section I Instructions to Bidders

Section II Bid Data Sheet



Section III	Forms of Bid, Qualification Information, Letter of acceptance, Agreement
Section IV	General Conditions of Contract
Section V	Special Conditions of Contract
Section VI	Specifications
Section VII	Drawings
Section VIII	Bill of Quantities
Section IX	Forms of Securities

10 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify RAC in writing at the RAC's address **mentioned in the BDS**. RAC shall respond to any request for clarification received earlier than twenty-one (21) days for ICB Fourteen (14) days for NCB prior to the deadline for submission of bids. Copies of the RAC's response shall be forwarded to all short listed companies, including a description of the inquiry, but without identifying its source.

11 Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, RAC may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all short listed companies. Prospective bidders shall acknowledge receipt of each addendum in writing to the RAC.
- 11.3 RAC may, as necessary and in accordance with ITB Sub-Clause 21.2 below, extend the deadline for submission of tenders to give Bidders sufficient time to take modifications into account when preparing their tenders.

B. PREPARATION OF BIDS

12 Language of Bid

All documents relating to the bid shall be in the languages **Specified in the BDS**.

13 Documents Composing the Bid

The Bid submitted by the bidder shall comprise the following documents:

- (a) The bid (in the format indicated in Section III);



- (b) Bid Security or declaration of commitment where applicable, in accordance with ITB/TN Clause 17, if required;
- (c) Priced Bill of Quantities or clearly quoted unit prices;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS.**

14 Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB/TN Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by RAC when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting and stamped on, if required.
- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days for ICB or 14 for NCB prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 14.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and SCC and the provisions of Clause 47 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.

15 Currencies of the Bid and Payment

- 15.1 The unit rates and prices shall be quoted by the Bidder entirely in Rwandan Franc. Foreign currency requirements shall be mentioned as percentages of the Bid price (excluding provisional sums) and shall be payable at the Bidder's option in only one bidder's chosen foreign currency.
- 15.2 The exchange rate 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 be applied for all transactions so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall be applied; in any case, payments shall be computed using the rates quoted in the bid.



Bidder shall indicate in advance all the details of any expected foreign currency requirements in the Bid.

- 15.3 Bidder may be required by RAC to clarify the foreign currency requirements and to substantiate that the amounts included in the rates and prices, **if required in the BDS**, are reasonable and responsive to ITB Sub-Clause 15.1.

16 Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

- 16.2 In exceptional circumstances, RAC may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 30 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to modify his/her Bid, except as provided in ITB Clause 17.

17 Bid Security

- 17.1 The Bidder shall provide as part of its Bid, a Bid Security in original form as specified in the BDS, **if required in the BDS**.
- 17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the Rwandan Francs or the currency of the Bid or in another freely convertible currency, and shall:
- (a) be in the form of either, a bank guarantee from a banking institution, or surety issued by an financial institution, as the bidder would wish;
 - (b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution issuing the surety is located outside the Republic of Rwanda, it shall have a correspondent financial institution located in the Republic of Rwanda to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX "Security Forms," or other form approved by RAC prior to bid submission;
 - (d) be payable promptly upon written demand by RAC in case the conditions listed in ITB Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies shall not be accepted;
 - (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.



- 17.3 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by RAC as non-responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- 17.5 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
 - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
 - (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or (ii) furnish the required performance security.

17.6 The Bid Security under JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

18 Alternative Proposals by Bidders

- 18.1 Alternatives shall not be considered, unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:
- (a) Option One. A bidder may submit alternative bids with the base bid and RAC shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or
 - (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.
- 18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by RAC, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

19 Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents composing the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the



Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

- 19.2 The original and all copies of the Bid shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Entity, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.4 The Bidder shall provide information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

SUBMISSION OF BIDS

20 Submission, Sealing and Marking of Bids

- 20.1 Bidders will only submit their bids by hand. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”
- 20.2 The inner and outer envelopes shall
- (a) Be addressed to RAC at the address **provided in the BDS**;
 - (b) Bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, RAC shall assume no responsibility for the misplacement or premature opening of the Bid.

21 Deadline for Submission of Bids

- 21.1 Bids shall be delivered to RAC at the address specified above no later than the time and date **specified in the BDS and in the clause 8 of TN**.



- 21.2 The RAC may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of RAC and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22 Late Bids

Any Bid received by RAC after the deadline prescribed in ITB Clause 21 and in the TN Clause 8 shall be returned unopened to the Bidder.

23 Withdrawal, Substitution and Modification of Bids

- 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21 and in the TN Clause 8.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION" as appropriate.
- 23.3 No Bid may be substituted or modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the **Bid Data** or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid

C. BID OPENING AND EVALUATION

24 Bid Opening

- 24.1 RAC shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security, if required, and such other details as RAC may consider appropriate, shall



be announced by RAC at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned un-opened to bidders

- 24.4 RAC shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.

25 Confidentiality

No Information concerning checking, explanation, opinion and comparison of tenders and recommendations concerning the contract award, will be disclosed to Bidders or any other person not officially involved in the process until the name of the successful Bidders has been announced. Any attempt by a Bidder to contact any member of the Evaluation committee directly or indirectly during the evaluation period will be automatically disqualified.

26. Clarification of Bids

To assist in the examination, evaluation, and comparison of Bids, RAC may, at the Procuring Entity's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by RAC in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness

- 27.1. Prior to the detailed evaluation of Bids, the evaluation committee shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it shall be rejected by the evaluation committee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.



28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by the evaluation committee for any arithmetic errors. Errors shall be corrected by the evaluation committee as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of RAC there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by the evaluation committee in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited executed in accordance with ITB Sub-Clause 17.5 (b).

29 Currency for Bid Evaluation

Bids shall be evaluated as quoted in the Rwandan Franc currency, in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Republic of Rwanda's currency using the exchange rates prescribed in ITB Sub-Clause 15.2.

30 Evaluation and Comparison of Bids

- 30.1 The evaluation committee shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the evaluation committee shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
 - (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.



30.3 RAC reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for RAC shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

31 Preference for Domestic Bidders

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

F. AWARD OF CONTRACT

32 Award Criteria

RAC 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.

33. RAC's Right to accept any Bid and to reject any or all Bids

RAC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature by both parties, without thereby incurring any liability to Bidders.

34. Notification of Award and Signing of Agreement

34.1 Before the expiry of the bid validity period, RAC shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids evaluation.

34.2 The notification shall specify that un-successful bidders they have five (5) days in which to lodge a protest, if any, before a contract is signed with the successful bidder.

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

34.4 Upon signature of a contract, un-successful bidders have the right to discharge their bid security.

34.5 Unless formal Contract is prepared and executed, the notification of award shall not constitute a binding Contract.

34.6 The written contract shall base on the bidding document, the successful bid, any clarification received and accepted, and any correction made and negotiations agreement between RAC and the successful bidder.



34. Performance Security

34.1 Within 7 and 15 days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of notification of award from RAC, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable RAC.

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

35 Advance Payment and Security

RAC shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section IX "Security Forms" provides a Bank Guarantee for Advance Payment form.

36 Adjudicator

RAC proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, RAC has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.

SECTION II. BID DATA SHEET

A. General	
ITB 1.1	<p>The procuring entity is RWANDA AIRPORTS COMPANY (RAC).</p> <p>The Works are: REHABILITATION OF RWANDA AIRPORTS COMPANY OFFICES AT KIGALI INTERNATIONAL AIRPORT</p> <p>The identification of the contract is N°15/W/2024-2025/NCB/RAC</p>
ITB 1.2	The Intended Completion Date is: <i>365 calendar days</i> .
ITB 2.1	The Project is REHABILITATION OF RWANDA AIRPORTS COMPANY OFFICES AT KIGALI INTERNATIONAL AIRPORT
ITB 4.3	The list of firms debarred from participating in this project is available at: <i>RAC website: www.rppa.gov.rw, and www.rac.co.rw</i>
ITB 5.3¹	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: <i>none</i> .
ITB 5.3 (j)	The ceiling for subcontractor's participation is <i>20% of total contract amount</i> .
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: <i>none</i>
ITB 5.5	<p>The qualification criteria in ITB 5.5 are modified as follows:</p> <p>To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:</p> <ol style="list-style-type: none"> 1. Experience of the contractor in the field: <ol style="list-style-type: none"> i) General Experience of at least four years, ii) Experience in interior design works (proof of at least two references. Should be submitted as part of the offer 2. The contractor shall submit the 3D design for the proposed boardroom and DMD's office as part of their offer based on the provided floor plan 3. List of technical staff supported by their CVs and qualifications as follows;



	Position	Education	Years of experience (general)	Years of experience in proposed position
	(a) One (1) Project manager/ Project coordinator	Ao in Architect or interior design	5	3
	(b) One (1) foreman	Ao in Civil Engineering	4	3
Qualifications and experience of key personnel proposed for administration and execution of the Contract.				
ITB 5.5 (a)	The period is: <i>N/A</i>			
ITB 5.5 (b)	The essential equipment to be made available for the contract by the successful Bidder shall be: <i>N/A</i>			
ITB 5.5 (e)	The minimum amount of credit line: <i>N/A</i>			
ITB 5.6	Subcontractors' experience and resources <i>shall</i> be taken into account: <i>N/A</i> Joint venture (JV) is allowed: YES			
ITB5.7	The percentage of margin's domestic preference is 10%.			
B. Bidding Documents				
ITB 10.1	RAC address's for clarification is: RWANDA AIRPORTS COMPANY , Po Box 1171 Kigali-Rwanda , Tel: (+250) 252585555 Email: info@rac.co.rw , procurement@rac.co.rw and snzabakiza@rac.co.rw			
C. Preparation of Bids				
ITB 12.1	The language of the bid is: <i>English</i>			
ITB 13	Documents composing the bid: <ol style="list-style-type: none"> 1. List of bidding documents submitted; 2. Application letter signed, dated, and stamped in conformity to the one annexed to this tender document (FORMS OF BID/CONTRACTOR'S BID) 3. Copy of trading license having civil works or construction, interior design as main activity. 			



	<ol style="list-style-type: none"> 4. Copy of tax clearance Certificate from Rwanda Revenue Authority 5. Copy of Social Security certificate (RSSB) 6. Bid guarantee of Frw 6,000,000 from either a bank or an insurance company operating in Rwanda which shall be valid until 30 days after the bids validity period; 7. Written power of attorney of the signatory of the bid to commit the bidder if applicable 8. Priced bill of quantities or clearly quoted unit prices
ITB 14.4	The Contract is <i>not</i> subject to price adjustment
ITB 15.2	The authority for establishing the rates of exchange shall be: <i>National Bank of Rwanda (BNR).</i>
ITB 15.3	Bidders <i>are not</i> required to substantiate the rates and prices.
ITB 16.1	The Bid shall be valid for 120 days .
ITB 17.1	Bid shall include a Bid Security issued by a bank or by surety using the form for bid security included in Section IX. Security Forms.
ITB 17.2	The Bid Security amount is: Frw 6,000,000
ITB 18.1	Alternative Bids <i>shall not be</i> considered.
ITB 19.1	The number of copies of the Bid to be completed and returned shall be: 04, one original and 03 copies.
D. Submission of Bids	
ITB 20.2 (a)	<p>For bid submission purposes, RAC's address is:</p> <p>Attention: <i>MANAGING DIRECTOR RWANDA AIRPORTS COMPANY/ Procurement office</i></p> <p>Address: <i>Kigali international Airport.</i></p> <p>Floor-Room number: <i>RAC Front desk (Reception) ground floor.</i></p> <p>City: <i>KIGALI</i></p> <p>Country: <i>RWANDA</i></p> <p>The deadline for the submission of bids is:</p> <p>Date: 07th January 2024</p> <p>Time: 10:00 Am local time/8:00 GMT</p>



ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet: Rehabilitation of Rwanda Airports Company Offices at Kigali International Airport Tender Number 15/W/2024-2025/NCB/RAC
ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE” 07th January 2024 at 10:30 Am.
ITB 21.1	The deadline for submission of bids shall be 07th January 2024 at 10:00 Am.
E. Bid Opening and Evaluation	
ITB 24.1	The bid opening shall take place at: Street Address: KIGALI INTERNATIONAL AIRPORT (RAC Offices) Floor/ Room number: 2nd floor, Passenger terminal City: KIGALI COUNTRY: RWANDA Date: 07th January 2024 Time: 10:30 Am local time/8:30 GMT
ITB 31.1	Domestic contractors <i>shall</i> receive a margin of preference of 10% in Bid evaluation.
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to RAC shall be <i>Surety from Financial Institution.</i> <i>[A surety from Financial Institution shall be unconditional (on first demand) (see Section X: Security Forms).</i>
ITB 36.1	The Advance Payment shall be limited to 20 percent of the local purchase order.



SECTION III. FORMS OF BID, QUALIFICATION INFORMATION, LETTER OF ACCEPTANCE, AND AGREEMENT

1. CONTRACTOR'S BID

The Bidder shall fill in and submit this Bid form with the Bid. If the Bidder objects to the Adjudicator proposed by RAC in the Bidding Documents, it should so state in its Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with ITB Clause 37.

[date]

Identification N° and Title of Contract: *[insert identification number and title of the Contract]*

To: *[name and address of Procuring Entity]*

Having examined the Bidding Documents, including addenda *[insert list]*, we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Bid for the Contract Price of *[insert amount in numbers]*, *[insert amount in words]* *[insert name of currency]*.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals <i>[insert local]</i>	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:

Amount	Currency
(a)	
(b)	

We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.



The written acceptance of this bid shall constitute a binding Contract between us. It is understood that the PE is not bound to accept the lowest or any Bid you receive.

It is hereby confirmed that this Bid complies with the Bid validity and, if required, Bid Security as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

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

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the RAC, or under the laws or official regulations of the Republic of Rwanda in accordance with ITB Sub-Clauses 4.3 and 4.4.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



2. QUALIFICATION INFORMATION

[The information to be filled in by bidders in the following pages shall be used for the purposes of post qualification or for verification of prequalification as provided for in ITB Clause 5. This information shall not be incorporated in the Contract. Attach additional pages, if needed be.]

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*

1.3 Number *[insert number pursuant to BDS sub clause 4.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 4.5(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date(s).]*

Project name and country [all completed projects should be proved by the performance certificates issued by the clients]	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a)			
(b)			

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]*

Item of equipment (Attach the possession and/or leasing evidences]	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			



- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data, The CVs and academic testimonials. Refer also to ITB Sub-Clause 5.3 (e) and GCC Sub-Clause 9.1.]*

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.7 Financial reports for the last *[insert number]* years: balance sheets, profit and loss statements, auditors' reports, etc. *[List below and attach copies.]*
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the PE.
- 1.10 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.



2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing the signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

Bidders should provide any additional information required in the BDS.



3. LETTER OF ACCEPTANCE

[Letterhead paper of the Procuring Entity]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the funding entity]

[Insert date]

Identification N° and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the Contract Price of the equivalent of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Institution

[Insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Procuring Entity: _____

Attachment: Agreement and Special condition of contract

Attachment: Agreement and Special Condition of the Contract



Bid Security Form

(Bank Guarantee)

_____ [bank's name, and address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Procuring entity]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring entity during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.



This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Section VI. Works Requirements - Specification

1. Specifications:

RAC Office Rehabilitation

Rwanda Airports Company wishes to rehabilitate its offices located at Kigali International Airport; 2nd floor of the passenger terminal building.

The existing office will be re-partitioning in order to accommodate all RAC staff, boardroom, training room, cafeteria and also creating a modern working space environment.

Some of the materials will be re-used such as partition, ceilings and doors.

The contract duration is expected to be 3 months

The contractor shall be flexible to work with other contractors working on the electrical and IT systems

The works will be done in phasing in order to minimize disturbance on RAC daily activity.

The works will be done in shifts day/night when necessary, however the quality shall be maintained.



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

1. Experience of the contractor in the field:

i) General Experience of at least four years,

ii) Experience in interior design works (proof of at least two references.

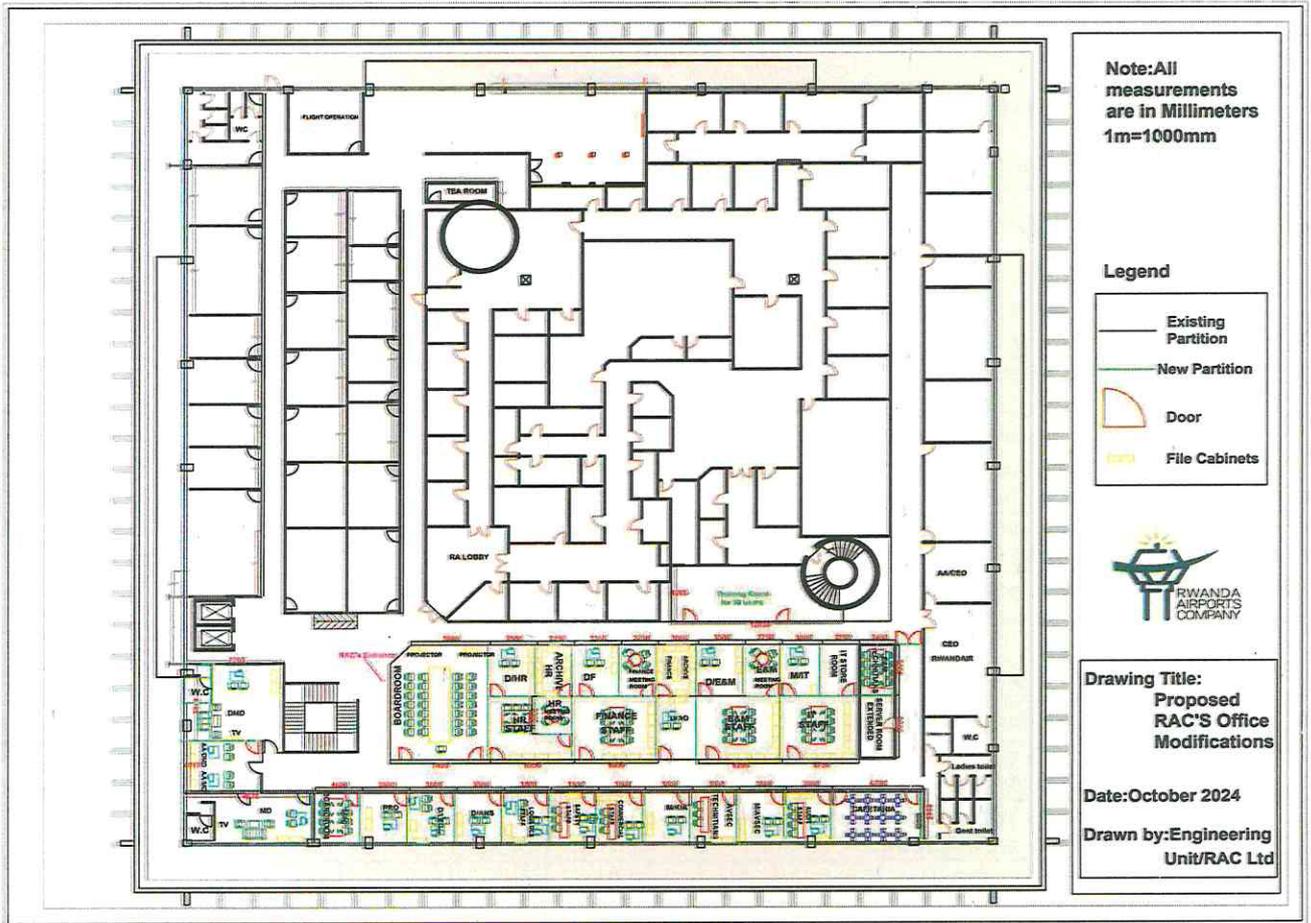
Should be submitted as part of the offer

2. List of technical staff supported by their CVs and qualifications as follows;

Position	Education	Years of experience (general)	Years of experience in proposed position
a. One (1) Project manager/ Project coordinator	Ao in Architect or interior design	5	3
b. One (1) Foreman	Ao in Civil Engineering	4	3

2. Drawings





3. Supplementary Information

Bill of quantities BOQ:

ESTIMATIONS				
DESCRIPTION	UNIT	QTY	UNIT COST (RWF)	TOTAL COST (RWF)
RECEPTION				
Supply and installation of gypsum wall at reception and painting the wall Green	sqm	17.39		
Supply and installation of MDF cladding at reception (cladding the different piece of MDF on the green wall as per design)	sqm	14.8		
Ceiling retouch gypsum (flat ceiling) and re-painting white	Ls	1		
Planter (plywood box with natural plants) 1.4 m by 35cm height 80cm	pc	1		
Supply and Installation of 3D logo (Company Logo) and 3 D letters with a direction signage. Size to be 1m height	pc	1		
Supply of sofa seat 2m. Material fabric	pc	1		
Supply of side seats. Material fabric	pc	2		
Supply of a side table 50cm diameter height 60cm. Material MUVURA	pc	1		
Supply and installation of wooden stripes design behind the seating area	sqm	12.25		
Supply and installation of artwork size 1.2m*0.8m	pc	1		
BOARDROOM				
Supply and Installation of gypsum ceiling design with wooden stripes design in the middle, with soundproof	sqm	66.87		
Supply and installation of gypsum wall cladding with soundproof	sqm	95		
Supply and installation of MDF cladding Tv wall with soundproof	sqm	21.75		
Supply and installation of wallpaper on other walls except Tv wall	sqm	95		
Supply of aluminium door 900mm*2200mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker	pc	2		
Supply and installation of carpet tiles	sqm	66.87		
Supply and installation of cabinet Tv wall made of MDF 3.6m wide by 50 cm depth height 90cm)	pc	1		
Supply and installation of side cabinet made in MDF(size 6m by 50cm depth height 90cm with sides that are raised till ceiling	pc	1		
Supply of conference table for 14 people 4.8m by 1.4m height 7.5m	pc	1		
Supply of pot and natural plant	pc	1		
Supply of artwall (tableau) 1.6m*1m	pc	1		
Mini boardroom				



Supply and installation of gypsum ceiling with soundproof	sqm	15.8		
Supply of gypsum cladding with soundproof on walls	sqm	44		
Supply of Mdf lower part cladding painted blue, with stripes engraved in it	sqm	13.2		
Supply of planters with natural plants (black plywood box) 1.4m by 40cm	pc	3		
Supply of artwalls 1m*0.8m	pc	2		
Supply of a conference table for four people	pc	1		
Supply of conference seats. Material fabric	pc	4		
Supply of side cabinet made of MDF 1.8 m by 45 cm height of 1m	pc	1		
Supply of curtain blinds	sqm	12.4		
Supply of carpet tiles	sqm	15.8		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker	pc	1		
Training room				
Supply and installation of ceiling (gypsum on sides with ceiling tiles in the middle) with soundproof	sqm	54.5		
Supply and installation of gypsum wall cladding with soundproof	sqm	104		
Supply and installation of carpet tiles	sqm	48		
Supply of foldable table with wheels	pc	26		
Supply of storage cabinets. material MDF	pc	2		
MD				
Supply and installation of gypsum ceiling with soundproof	sqm	38		
Supply of installation of gypsum cladding on walls and soundproof	sqm	87.4		
Supply and installation of carpet tiles	sqm	28.4		
Supply and installation of MDF design behind the desk with cabinets(3.9 m by 3.7m) with soundproof	sqm	14.4		
Supply of wooden soundproofed door 900 by 2.20mm	pc	2		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (bathroom)	pc	1		
Supply of executive desk 1.8m by 70cm height 750cm with side cabinet next to the desk	pc	1		
Supply of sofa set of one sofa and two armchairs. Material fabric	pc	1		
Supply of coffee table size 1m by 50cm height 45cm	pc	1		
Supply of two side chairs or visitors chairs. Material fabric	pc	2		
Supply of coat hanger. Aluminum with marble stand	pc	1		
Supply of art wall 1.6m*1.m	pc	1		



Supply of storage cabinet under tv wall 2m by 50cm height 90cm made of MDF	pc	1		
Supply of pot with natural plant	pc	1		
Supply of decorations items for cabinets(vases etc...)	pc	10		
Supply of curtain blinds	sqm	21.6		
<u>Bathroom</u>				
Supply and installation of cement board on walls with soundproof	sqm	30		
Supply and installation of thick floor tile 60*60cm 8mm (toilet and stairs)	sqm	14		
Supply and installation of wall tiles tile 30*60cm 8mm with adhesive cement on surface preparation	sqm	30		
Supply and installation of high quality concealed toilet	pc	1		
Supply and installation of toilet sprayer(shattaf handheld)	pc	1		
Supply and installation of two dispensers(soap and lotion dispenser)	pc	2		
Supply and installation of washbasin with cabinet and mirror	pc	1		
Supply and installation of sink faucet with mixer tabs	pc	1		
Supply of dustbin	pc	1		
Supply and installation of tissue dispenser	pc	1		
Supply and installation of glass shower cabin 1200 by 90cm	pc	1		
<u>DMD</u>				
Supply and installation of gypsum ceiling with soundproof (office and bathroom)	sqm	44.3		
Supply of installation of gypsum cladding on walls with soundproof	sqm	86.2		
Supply and installation of carpet tiles	sqm	41.6		
Supply and installation of MDF design behind the desk with cabinets(3.5 m by 3.7m) with soundproof	sqm	12.9		
Supply of wooden soundproofed door 900 by 2.20mm	pc	2		
Supply of aluminium door 900mm*2200mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (bathroom)	pc	1		
Supply of executive desk 1.8m by 70cm height 750cm with side cabinet next to the desk	pc	1		
Supply of sofa set of one sofa 1.8m	pc	1		
Supply of coffee table size 1m by 50cm height 45cm	pc	1		
Supply of two side chairs or visitors chairs	pc	2		
Supply of coat hanger	pc	1		
Supply of art wall 1.6m*1.m	pc	1		
Supply of storage cabinet under tv wall 2m by 50cm height 90cm made of MDF	pc	1		



Supply of pot with natural plant	pc	1		
Supply of decorations items for cabinets(vases etc...)	pc	10		
Supply of curtain blinds	sqm	8.1		
Bathroom				
Supply and installation of cement board with soundproof on walls in bathroom	sqm	31.8		
Supply and installation of thick floor tile 60*60cm 8mm (toilet and stairs)	sqm	13.65		
Supply and installation of marine board floor and stairs with Hollow section 60x40x3mm,Hollow section 40x40x2mm				
Supports and other all accessories	sqm	10.65		
Supply and installation of wall tiles tile 30*60cm 8mm with adhesive cement on surface preparation	sqm	31.8		
Supply and installation of high-quality concealed toilet	pc	1		
Supply and installation of toilet sprayer (shattaf handheld)	pc	1		
Supply and installation of two dispensers (soap and lotion dispenser)	pc	2		
Supply and installation of washbasin with cabinet and mirror	pc	1		
Supply and installation of sink faucet with mixer tabs	pc	1		
Supply of dustbin	pc	1		
Supply and installation of glass shower cabin 1200 by 90cm	pc	1		
Supply and installation of tissue dispenser	pc	1		
ASS. MD & DMD				
Supply and installation of gypsum ceiling	sqm	23		
Supply and installation of gypsum wall cladding	sqm	51.8		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker	pc	1		
Supply of storage cabinets (160cm*45cm depth height 1m)	pc	2		
Supply of planter (Plywood boxes with natural plants)	pc	2		
Supply of office tables with drawers size 1.4 m by 60cm height 75cm	pc	2		
Supply of guest or visitors chairs	pc	4		
Supply of artwalls 1.2m*0.8m	pc	2		
Supply of curtain blinds	sqm	13		
Shared Office (All shared offices)				
I. Partitioning				
Extension of existing partition with Gypsum cladding wall	sqm	365.95		
supply and installation of New internal partition with gypsum wall	sqm	130		



Relocation of existing internal partition to match with new offices' layout	lm	120		
Demolition of the existing toilet composed of 1 WC & 1 Washhand basin with the raised platform	ff	1		
Demolition and evacuation of extending partition	sqm	160		
II. Furniture and decoration				
Human Resources office				
Director's office				
Supply and installation of gypsum ceiling	sqm	14		
Supply and installation of wall Gypsum cladding (partition)	sqm	46.7		
Supply and installation of aluminium partition (height 2.4m and width 3.5m) with a door one side 90m by 2.4m	sqm	8.4		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1.2*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
Shared workspace (HR)				
Supply and installation of ceiling tiles (shared office + meeting room + archive)	sqm	42.2		
Supply and installation of gypsum wall cladding (partition)	sqm	106.3		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker	pc	2		
Supply and installation of gypsum wall to raise outside partition up to ceiling	sqm	16.25		
Supply and installation of aluminum partition with a door (meeting room) partition size 2.75 m by 2.4 m height	sqm	6.6		
Supply of office desk of two with drawers for two drawers each side table size 120cm by 120cm height of 75cm	pc	3		
Supply of planter natural plants in a plywood planter	pc	1		
Supply of a cushioned bench	pc	1		
Supply of cabinet (lockers) 9 storage places	pc	1		
Supply of small conference table for four people	pc	1		
Supply of chairs (meeting room)	pc	4		
Supply of archive cabinets 1.2 m by 2m height	pc	8		
Supply of wall stickers	sqm	7.5		
Shared Office (Finance)				
Director's office				
Supply and installation of gypsum ceiling	sqm	14		



Supply and installation of wall Gypsum cladding (partition)	sqm	47.1		
Supply and installation of aluminium partition (height 2.4m and width 3.5m) with a door one side 90m by 2.4m	sqm	8.4		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
<u>Shared workspace (finance)</u>				
Supply and installation of ceiling tiles (shared office + meeting room + archive)	sqm	42.2		
Supply and installation of gypsum wall cladding (partition)	sqm	111.59		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office & archive)	pc	2		
Supply and installation of aluminium partition with a door (meeting room) partition size 2.75 m by 2.4 m height	sqm	6.6		
Supply of office desk of two with drawers for two drawers each side table size 120cm by 120cm height of 75cm	pc	4		
Supply of planter natural plants in a plywood planter	pc	1		
Supply of a cushioned bench	pc	1		
Supply of cabinet (lockers) 9 storage places	pc	1		
Supply of small conference table for four people	pc	1		
Supply of chairs (meeting room)	pc	4		
Supply of archive cabinets 1.2 m by 2m height	pc	12		
Supply of wall stickers	sqm	7.5		
<u>Shared Office (E&M)</u>				
Director's office				
Supply and installation of gypsum ceiling	sqm	14		
Supply and installation of Gypsum cladding on walls (partition)	sqm	47.1		
Supply and installation of aluminium partition (height 2.4m and width 3.5m) with a door one side 90m by 2.4m	sqm	8.4		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		



Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
Shared workspace (E&M)				
Supply and installation of ceiling tiles (shared office + meeting room + archive)	sqm	42.2		
Supply and installation of gypsum wall cladding (partition)	sqm	111.59		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office & archive)	pc	2		
Supply and installation of aluminium partition with a door (meeting room) partition size 2.75 m by 2.4 m height	sqm	6.6		
Supply of office desk of two with drawers for two drawers each side table size 120cm by 120cm height of 75cm	pc	4		
Supply of planter natural plants in a plywood planter	pc	1		
Supply of a cushioned bench 1.2m*0.5m	pc	1		
Supply of cabinet (lockers) 9 storage places	pc	1		
Supply of small conference table for four people (MDF with steel support)	pc	1		
Supply of chairs (meeting room) fabric with wooden legs	pc	4		
Supply of archive cabinets 1.2 m by 2m height	pc	4		
Supply of wall stickers	sqm	7.5		
Shared Office (IT)				
Manager IT				
Supply and installation of gypsum ceiling	sqm	12		
Supply and installation of Gypsum cladding on walls (partition)	sqm	44.6		
Supply and installation of aluminium partition (height 2.4m and width 3.5m) with a door one side 90m by 2.4m	sqm	7.2		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
Shared workspace (IT)				
Supply and installation of ceiling tiles (shared office + meeting room + archive)	sqm	42.2		
Supply and installation of gypsum wall partition	sqm	105.55		



Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office & archive)	pc	2		
Supply and installation of aluminum partition with a door (meeting room) partition size 2.75 m by 2.4 m height	sqm	6.6		
Supply of office desk of two (shared for two people) with drawers for two drawers each side table size 120cm by 120cm height of 75cm	pc	4		
Supply of planter natural plants in a plywood planter	pc	1		
Supply of a cushioned bench	pc	1		
Supply of cabinet (lockers) 9 storage places	pc	1		
Supply of archive cabinets 1.2 m by 2m height	pc	4		
Supply of wall stickers	sqm	7.5		
<u>Director (D/AO)</u>				
Supply and installation of gypsum ceiling	sqm	15		
Supply and installation of Gypsum cladding on walls (partition)	sqm	59.4		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
<u>Technicians (E&M)</u>				
Supply and installation of ceiling tiles (shared office + meeting room + archive)	sqm	9.6		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of office desk of two (shared for two people) with drawers for two drawers each side table size 120cm by 120cm height of 75cm	pc	3		
Supply of artwalls 1m*0.8m	pc	2		
<u>Director (Legal)</u>				
Supply and installation of gypsum ceiling	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	2		



Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	2		
Supply of chairs (visitors) with a side table	pc	4		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
PRO				
Supply and installation of gypsum ceiling	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
Director(D/ANS)				
Supply and installation of gypsum ceiling	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
Safety Staff				
Supply and installation of ceiling tiles	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 1.6m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.4m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		



Supply of office desk with drawers 1m by 60cm	pc	3		
Supply of coat hanger	pc	1		
Supply of archive cabinets 1.2 m by 2m height	pc	2		
Supply of décor accessories like vase etc...	pc	4		
Supply of wall stickers	sqm	14.6		
<u>Logistics Staff</u>				
Supply and installation of ceiling tiles	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of office desk 1.4m by 70cm height 75cm with drawers	pc	2		
Supply of chairs (visitors) with a side table	pc	4		
Supply of pot with natural plant	pc	1		
Supply of art wall 1m*0.8m	pc	1		
<u>Audit Staff</u>				
Supply and installation of ceiling tiles	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 1.6m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.4m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of office desk with drawers 1m by 60cm	pc	3		
Supply of coat hanger	pc	1		
Supply of archive cabinets 1.2 m by 2m height	pc	2		
Supply of décor accessories like vase etc...	pc	4		
Supply of wall stickers	sqm	14.6		
<u>Commercial Staff</u>				
Supply and installation of ceiling tiles	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 1.6m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.4m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of office desk with drawers 1m by 60cm	pc	3		
Supply of coat hanger	pc	1		
Supply of archive cabinets 1.2 m by 2m height	pc	2		
Supply of décor accessories like vase etc...	pc	4		



Supply of wall stickers	sqm	14.6		
Manager (KIA)				
Supply and installation of gypsum ceiling	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 2.4 m *50cm depth height 2.1m	pc	1		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	1		
Supply of chairs (visitors) with a side table	pc	2		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
AVSEC technicians				
Supply and installation of ceiling tiles	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of office desk with drawers 1m by 60cm	pc	3		
Supply of archive cabinets 1.2 m by 2m height	pc	2		
Supply of wall stickers	sqm	14.6		
Manager AVSEC				
Supply and installation of gypsum ceiling	sqm	13.8		
Supply and installation of Gypsum cladding on walls	sqm	27.56		
Supply of aluminium door 900mm*220mm 2mm thick and glazing with 63.8mm clear laminated glass with frosted sticker (office)	pc	1		
Supply of storage cabinet 2m *50cm depth height 2.1m	pc	2		
Supply of office desk 1.6m by 70cm height 75cm with side cabinet	pc	2		
Supply of chairs (visitors) with a side table	pc	4		
Supply of pot with natural plant	pc	1		
Supply of coat hanger	pc	1		
Supply of art wall 1m*0.8m	pc	1		
Supply of décor accessories like vase etc...	pc	6		
CAFETERIA				
Supply and installation of gypsum wall cladding	sqm	71.39		
Supply and installation of gypsum ceiling	sqm	24.5		
Supply and installation of MDF cabinet (3.8m by 2.4) with granite top and island table of (2.4m by 60cm by 90cm height) and granite top on the existing beam (6.1m by 60cm)	pc	1		



Supply of table set with two chairs (timber/table, fabric chair)	pc	6		
Supply of stool chairs (steel and fabric) or equivalent	pc	4		
Supply of fridge (600 liters-750liters) samsung or equivalent	pc	1		
Supply of high-quality commercial coffee machine (espresso machine 2 group). To be approved before delivery	pc	1		
Supply of a high quality and heavy-duty Coffee grinder. To be approved before delivery	pc	1		
Supply of high-quality commercial blender. To be approved before delivery	pc	1		
Supply of heavy duty and high-quality microwave samsung or equivalent	pc	1		
Supply of wall art 1.2m*0.8m	pc	2		
Supply of wall stickers	sqm	14.6		
TOTAL				

NB: All materials shall be of high quality and heavy duty and subjected to approval before delivery





RWANDA AIRPORT COMPANY

**Contract for the rehabilitation of Rwanda Airports Company offices at
Kigali International Airport**

By and between

Rwanda Airports Company

and

.....

Contract number: 15/W/2024-2025/NCB/RAC

Contract amount and currency:

Contract duration: Three (3) months

Project Manager: RAC Manager Engineering

Date of contract:

This CONTRACT hereinafter referred to as the “Contract” is entered into by and between Rwanda Airports Company represented by Mr/Mrs/Ms, the Managing Director and Ltd/Co, incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms, ID/PC N°....., issued at....., the of the company Hereinafter referred to as the “Contractor”

WHEREAS:

RAC is desirous that the Contractor to procure the works for *[insert name and identification number of Contract]* as specified in the General Conditions of Contract attached to this Contract (hereinafter called “the Works”);

RAC has accepted the bid by the Contractor for the execution and completion of such works through an appropriate tender process.

The Contractor having represented to RAC that they have the required capacity has agreed to execute the works specified in this contract;

RAC has received funds from the *[Insert the name of the funding Institution]*, hereinafter called the (“Funding Institution”) towards the cost of the works and intends to apply a portion of the proceeds of these funds to payments under this Contract;

Or (c) RAC has decided to allocate a portion of its own budget to finance _____

Now therefore this Agreement is entered into as follows:

1. Object of the contract is Civil and plumbing maintenance contract at all RAC Airports as specified in this contract
2. Considering the terms and conditions of payments to be made by RAC to the Contractor as hereinafter mentioned, the Contractor hereby convenes with RAC to execute and complete



the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. RAC hereby convenes to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects wherein the contract price amounting to [insert the amount] or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall constitute the contract between RAC and the Contractor, and each shall be read and construed as an integral part of the contract:
 - a. **Contract,**
 - b. **Letter of Acceptance,**
 - c. **Special Conditions of Contract,**
 - d. **General Conditions of Contract,**
 - e. **Specifications,**
 - f. **Bill of Quantities,**
 - g. **Bill of prices, and**
 - h. **Contractor's Bid,**
 - i. **Any other document listed in the SCC as forming part of the Contract.**
5. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above

Signed, Sealed, and Delivered by the said _____
Binding Signature of RAC [*signature of an authorized representative of the Procuring Entity*]

Binding Signature of Contractor [*signature of an authorized representative of the Contractor*]



SECTION IV. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

- (a) The **Adjudicator** is the person appointed jointly by RAC and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
- (b) **BDS** means Bid Data Sheet
- (c) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (d) **Compensation Events** are those defined in GCC Clause 44 hereunder.
- (e) The **Completion Date** is the date of completion of the works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.
- (f) The **Contract** is the contract between RAC and the Contractor to execute, complete, and maintain the works. It consists of the documents listed in GCC Clause 2.3 below.
- (g) The **Contractor** is a person or corporate body whose bid to carry out the works has been accepted by RAC and who signs the contract with the latter.
- (h) The **Contractor's bid** is the offer prepared in accordance with the requirements of the bidding document and which was submitted by the Contractor to the Procuring Entity.
- (i) The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.



- (j) **Days** are calendar days; months are calendar months, unless provided otherwise.
- (k) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and equipment, in addition to payments for associated materials and plant.
- (l) A **Defect** is any part of the works not completed in accordance with the contract.
- (m) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (n) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
- (o) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (p) **RAC** is the party who employs the Contractor to carry out the works, **as specified in the SCC**.
- (q) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the site to construct the works.
- (r) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of RAC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (s) The **Initial Contract Price** is the contract price listed in the Procuring Entity's Letter of Acceptance.
- (t) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (u) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the works.
- (v) **Plant** is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.
- (w) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by RAC and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the works and administering the contract.



- (x) **SCC** means Special Conditions of Contract
- (y) The **Site** is the area **defined as such in the SCC**.
- (z) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (aa) **Specification** means the nature of the works included in the contract and any modification or addition made or approved by the Project Manager.
- (bb) The **Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
- (cc) A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the contract, which includes work on the site.
- (dd) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the works.
- (ee) A **Variation** is an instruction given by the Project Manager which varies the works.
- (ff) The **Works** are what the contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.
- (gg) **Other documents**: documents that may be listed in SCC as part of the contract

2. Interpretation

- 2.1 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement. For the interpretation of these GCC, singular also means plural, masculine also means feminine or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the SCC**, references in the GCC to the works, the completion date, and the intended completion date apply to any section of the works (other than references to the completion date and intended completion date for the whole of the Works).



3. Effectiveness of Contract

3.1. This Contract shall come into effect on the date the Contract is signed by both parties, or such other later date as may be **stated in the SCC**.

4. Commencement of Services

4.1 The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

5. Law and Language

5.1 The Law governing the Contract shall be laws of Rwanda and the Language of the Contract shall be as **stated in the SCC**.

6. Project Manager's Decisions

6.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between RAC and the Contractor in the role representing the Procuring Entity.

7. Delegation

7.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

8. Notices or communications

8.1 Any notice or communication given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Confidentiality

9.1 RAC and the Contractor shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from RAC to the extent required for the Subcontractor to perform its work under the Contract, in which



event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor.

9.2 RAC shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from RAC for any purpose other than the performance of the Contract.

9.3 The above obligation of a party, however, shall not apply to information that:

- (A) THE RACOR CONTRACTOR NEED TO SHARE WITH RAC OR OTHER INSTITUTIONS PARTICIPATING IN THE FINANCING OF THE CONTRACT;
- (B) NOW OR HEREAFTER ENTERS THE PUBLIC DOMAIN THROUGH NO FAULT OF THAT PARTY;
- (C) CAN BE PROVEN TO HAVE BEEN POSSESSED BY THAT PARTY AT THE TIME OF DISCLOSURE AND WHICH WAS NOT PREVIOUSLY OBTAINED, DIRECTLY OR INDIRECTLY, FROM THE OTHER PARTY; OR
- (D) OTHERWISE LAWFULLY BECOMES AVAILABLE TO THAT PARTY FROM A THIRD PARTY THAT HAS NO OBLIGATION OF CONFIDENTIALITY.

9.4 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the execution or any part thereof.

9.5 The provisions above shall survive completion or termination, for whatever reason, of the Contract.

10. Subcontracting

10.1 The Contractor may subcontract with the approval of the Project Manager, in compliance with the relevant provisions of the RAC procurement manual. Subcontracting shall not alter the Contractor's obligations.

11. Other Contractors

11.1 The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and RAC between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. RAC may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

12. Personnel



- 12.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 12.2 If the Project Manager requests the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract.

13. RAC's and Contractor's Risks

13.1 RAC carries out the risks which this contract states are RAC's risks, and the Contractor carries the risks which this contract states are Contractor's risks.

14. RAC's Risks

14.1 From the start date until the defects liability certificate has been issued, the following are Procuring Entity's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the site by the works or for the purpose of the works, which is the unavoidable result of the works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Authority or by any person employed by or contracted to him except the Contractor and subcontractors.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of RAC or in the RAC's design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.

14.2 From the completion date until the defects liability certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a RAC's risk except loss or damage due to

- (a) a Defect which existed on the completion date,
- (b) an event occurring before the completion date, which was not itself a Procuring Entity's risk, or
- (c) the activities of the Contractor on the site after the completion date.

15. Contractor's Risks



15.1 From the starting date until the defects liability certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not RAC's risks are Contractor's risks.

16. Insurance

16.1 The Contractor shall provide, in the joint names of RAC and the Contractor, insurance cover from the start date to the end of the defects liability period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the contract; and
- (d) personal injury or death.

16.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

16.3 If the Contractor does not provide any of the policies and certificates required, RAC may affect the insurance which the Contractor should have provided and recover the premiums RAC has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

16.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

16.5 Both parties shall comply with any conditions of the insurance policies.

17. Force Majeure

17.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.



17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.4 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

17.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

17.6 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the works, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

18. Contract Amendment

18.1 No amendment or other variation of the Contract shall be valid unless it is in writing, in form of an addendum, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

18.2 The amendment shall not affect the substance and the nature of the original contract, and any amendment increasing 20% of the contract shall require a new tender.

19. Entire Agreement

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

20. No waiver

20.1 No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.



20.2 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.

21. Severability

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

22. Good Faith

22.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

23. Site Investigation Reports

23.1 Contractor, in preparing the bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.

24. Queries about the Special Conditions of Contract

24.1 The Project Manager shall clarify queries on the SCC.

25. Contractor to Construct the Works

25.1 The Contractor shall construct and install the works in accordance with the specifications and drawings.

26. The Works to be completed at the Intended Completion Date

26.1 The Contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the intended completion date.

27. Approval by the Project Manager

27.1 The Contractor shall submit specifications and drawings showing the proposed temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

27.2 The Contractor shall be responsible for design of Temporary Works.

27.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

27.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

27.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.



27.6 Any other approval as specified in the contract.

28. Safety

28.1 The Contractor shall be responsible for the safety of all activities on the Site.

29. Discoveries

29.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

30. Possession of the Site

31.1 The RAC shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the RAC shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

31. Access to the Site

31.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

32. Instructions, Inspections and Audits

32.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

32.2 The Contractor shall permit the RAC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Entity.

33. Disputes settlement

33.1 Amicable Settlement

33.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

33.3 Litigation or Arbitration

33.3.1 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be submitted by either Party for settlement in accordance with the provisions **specified in the SCC**.



B. CONTROL OF THE SCHEDULE

34. Program

- 34.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 34.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 34.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 34.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

35. Extension of the Intended Completion Date

- 35.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 35.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 35.3 Request for extension of time shall be made not later than within a time period **stated in SCC**. Any request made after that period may be rejected by RAC or accepted without prejudice to the application of liquidated damages.

36. Acceleration

- 36.1 When RAC wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If RAC accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both RAC and the Contractor.



36.2 If the Contractor's priced proposals for acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

37. Delays Ordered by the Project Manager

37.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. Such instruction shall impact on the completion date which shall be extended accordingly.

38. Management Meetings

38.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

38.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

39. Early Warning

39.1 The Contractor shall warn the Project Manager at the earliest opportunity, before the execution of the affected works or related activities, of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

39.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. QUALITY CONTROL

40. Identifying Defects

40.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The



Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

41. Tests

41.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

42. Correction of Defects

42.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, **and is defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

42.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

43. Uncorrected Defects

43.1 If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. COST CONTROL

44. Bill of Quantities

44.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

45 The Bill of Quantities is used to calculate the Contract Price.

45.1 The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

46. Changes in the Quantities

46.1 If the reduction of the activities of the tender results in a reduction of its cost by more than twenty per cent (20%) of the initial contract, RAC and the Contractor shall negotiate the compensation to be given to the Contractor depending on the total expense incurred in the execution of the tender. This compensation shall not exceed twenty percent (20%) of the activities that have been reduced.

46.2 If the addition of the activities of the tender results in an increase of its costs by more than twenty percent (20%) of the initial contract, RAC shall proceed to the award of a new tender



or seek for no objection from Rwanda Public Procurement Authority to award that new tender to the current contractor.

47. Variations

47.1 All Variations shall be included in updated Programs produced by the Contractor.

48. Payments for Variations

48.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

48.2 If the work in the variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the contract price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

48.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

48.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

49. Cash Flow Forecasts

49.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

50. Payment Certificates



- 50.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 50.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 50.3 The value of work executed shall be determined by the Project Manager.
- 50.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 50.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 50.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

51. Payments

- 51.1 Payments shall be adjusted for deductions for advance payments and retention. RAC shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of each certificate. The penalties for delayed payments **shall be as stated in SCC**.
- 51.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 51.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 51.4 Items of the Works for which no rate or price has been entered in shall not be paid for by RAC and shall be deemed covered by other rates and prices in the Contract.

52. Compensation Events

- 52.1 The following shall be Compensation Events:
- (a) RAC does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
 - (b) RAC modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.



- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or RAC does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Procuring Entity's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

52.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

52.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

52.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

53. Tax

53.1 The taxes, duties, levies applicable, shall be included in the contract price except when they are subject to exemption in accordance with the tax legal framework. The Project Manager shall adjust the contract price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47.

54. Currencies

54.1 Companies registered in Rwanda and those owned by Rwandan nationals shall only be paid in Rwanda currency. Where payments are made in currencies other than the currency of the



Republic of Rwanda, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's bid.

55. Price Adjustment

55.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC and in accordance with the Law N°12/2007 of 27/03/2007 on Public Procurement as modified and completed to date and with regulations on public procurement. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the following formula:

$$P1 = P0 [a + bL1/ L0 + cM1/ M0] - P0$$

a+b+c = 1 in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labour component in the Contract Price

c = estimated percentage of material component in the Contract Price.

L0, L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by RAC are as follows:

a = [insert value of coefficient]

b = [insert value of coefficient]

c = [insert value of coefficient]

55.2 The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the midpoint of the period of manufacture).

55.3 The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible.

RAC will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.



(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the contract price paid to the Supplier as advance payment.

55.4 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

56. Retention

56.1 RAC shall retain from each payment due to the Contractor the proportion stated in the SCC, until Completion of the whole of the Works and shall be payable to RAC for any loss resulting from the Contractor's failure to complete his obligations under this contract.

56.2 On completion of the whole works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

56.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

57. Liquidated Damages

57.1 The Contractor shall pay liquidated damages to RAC at the rate of one thousandth (1‰) of the LPO amount per each day of delay to complete any phase of the works as stated in the work schedule as approved by the Project Manager. The total amount of liquidated damages shall not exceed 3% of the total amount of the contract.

57.2 Once the maximum is reached, RAC may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed the time period stated in SCC and penalties shall continue to accrue until full completion of the contract or termination.

57.3 RAC may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

58. Bonus

58.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the



Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

59. Advance Payment

- 59.1 RAC shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to RAC in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 59.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. If the Contractor uses part of or entire amount of the advance paid to him in activities other than those related to the contract, the advance shall immediately be considered as a debt which shall be paid by seizing the entire security or part of it.
- 59.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

60. Securities

- 60.1 The Performance Security shall be provided to RAC not later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank of the first order acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until the date specified therein.
- 60.2 If the public contract execution period has been extended or its value has increased, the contractor shall respectively extend the validity period of the performance security and submit a performance security of an increased amount respectively.

61. Dayworks

- 61.1 If applicable, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 61.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.



61.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

62. Cost of Repairs

62.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. COMPLETION OF THE CONTRACT

63. Completion

63.1 Provisional acceptance of works

63.1 The Contractor shall officially inform the Project Manager of the completion of the works and request him to schedule a site visit for the purpose of provisional acceptance of completed works. The provisional acceptance shall take place within twenty (20) days following effective completion of works. The Project Manager together with the Contractor shall inspect the project and make a statement agreeing to or refusing the provisional acceptance of works, indicating mistakes to be corrected if any. In case of mistakes the Project Manager can decide to partially accept the works without mistakes and reschedule the inspection until full provisional acceptance.

63.2 Final acceptance of works

63.2.1 Within twenty (20) days prior to the expiry of the guarantee period for the provisional acceptance of works a final acceptance shall be scheduled upon the request by the Contractor, subject to correction of all mistakes notified to the Contractor during the guarantee period.

63.3 Certificate of completion

63.3.1 After final acceptance of works the Contractor shall request RAC to be given a certificate of good completion of works indicating the date on which he completed his contractual obligations.

64. Taking Over

64.1 The Procurement Authority shall take over the site and the works within seven (7) days of the Project Manager's issuing a certificate of Completion.

65. Final Account

65.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects



Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

66. Operating and Maintenance Manuals

66.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

66.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

67. Termination

67.1 RAC or the Contractor may terminate the Contract if one or another party causes a grave breach of the Contract.

67.2 grave breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 60 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 60 days;
- (c) RAC or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by RAC to the Contractor within 90 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**.
- (h) if the Contractor, in the judgment of RAC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



67.3 When either party to the contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

67.4 Notwithstanding the above, RAC may terminate the Contract for convenience.

67.5 If the Contract is terminated, the Contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

68. Payment upon Termination

68.1 If the contract is terminated because of a fundamental breach of contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to RAC exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

68.2 If the contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works, and less advance payments received up to the date of the certificate.

69. Property

69.1 All Materials on the site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of RAC if the Contract is terminated because of the Contractor's default.

70. Release from Performance

70.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either RAC or the Contractor, the Project Manager shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.



SECTION V: SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1 (m)	The Defects Liability Period is 12 months
GCC 1(p)	The Procuring Entity is Rwanda Airports Company
GCC 1 (t)	The Intended Completion Date for the whole of the Works three (3) months
GCC 1(w)	The Project Manager is Rwanda Airports Company Chief Engineering and Maintenance.
GCC 1(y)	The Site is located at: <i>Kigali International Airport</i>
GCC 1(bb)	The Start Date shall be fixed on the purchase order and agreed upon depending on the work to be done
GCC 1(ff)	The Works consist of Rehabilitation of Rwanda Airports Company Offices at Kigali International Airport
GCC 1 (gg)	The following documents also form part of the Contract: <ul style="list-style-type: none"> a. Contract, b. Letter of Acceptance, c. Special Conditions of Contract, d. General Conditions of Contract, e. Specifications,



	<p>f. Bill of Quantities,</p> <p>g. Bill of prices, and</p> <p>h. Contractor's Bid</p>
GCC 2.2	Sectional Completions are: not allowed
GCC 3	The effective date of this contract is the date the last of the signatories attaches its signature
GCC 4	Commencement date of the works is the date the contract is signed by both parties
GCC 5	The language of the contract is English. The law that applies to the Contract is the laws of Rwanda.
GCC 8	The notice or communication shall be sent to: MANAGING DIRECTOR OF RWANDA AIRPORTS COMPANY Address: Po Box 1171 KIGALI; Floor-Room number: RECEPTION DESK, GROUND FLOOR City: KIGALI <i>Country: RWANDA. Tel: (+250) 252585555</i>
GCC 11	Schedule of other contractors: N/A
GCC 12.1	Key Personnel: Project Manager
GCC 16.1	The minimum insurance amounts and deductibles shall be: (a) For the Works, Plant and Materials: 50,000,000 deductible 500,000Frw. (b) For loss or damage to Equipment: 2,000,000Frw deductible 200,000Frw. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: 10,000,000 deductible 100,000Frw. (d) for personal injury or death: (i) of the Contractor's employees: workmen's compensation insurance (3,000,000Frw for medical insurance) deductible of 30,000Frw



	(ii) of other people: 50,000,000Frw for third party liability insurance of other deductible 500,000Frw.
GCC 23	Site Investigation Reports are: <i>visual inspection reports</i>
GCC 24	Queries on Special Conditions of the Contract shall be in writing
GCC 31	The Site Possession Date(s) shall be: within one week from the date of signing the contract
GCC 33	Fees and types of reimbursable expenses to be paid to the Adjudicator: N/A.
B. Time Control	
GCC 34.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
GCC 34.3	The period between Programs updates is 7 (seven) calendar days. The amount to be withheld for late submission of an updated Program is N/A.
C. Quality Control	
GCC 35.3	The request for the extension of time shall be made within 15 days
GCC42	The Defects Liability Period is: 12 months from the time of provisional reception/handover of all works.
D. Cost Control	
CGC 51.1	The payment shall be made within 45 days Penalties for a delayed payment shall be 1/1000 of the contract price. In any case this penalty shall not exceed 3% of the total contract price, otherwise the contract may be terminated. Retention shall be 5% of each submitted invoice
GCC 54	The currency of the Procuring Entity's country is: Rwanda Francs.
GCC 55	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 55, and the following information regarding coefficients <i>does not</i> apply.
GCC 56.1	The proportion of payments retained is: <i>not applicable</i>
GCC 57	The liquidated damages for the whole of the Works are 1/1000 <i>of the</i> of the total contract price per day of delay. The maximum amount of liquidated damages for the whole of the Works is 3% of the LPO price



	Once the contract is not terminated while the maximum of liquidated damages of 3% is reached, the contract extension shall not exceed 30 days
GCC 58	The Bonus for the whole of the Works is N/A.
GCC 59.1	The Advance Payments shall be: <i>20% depending on the magnitude of the project.</i>
GCC 60.1	The Performance Security amount is between <i>5% and 10% of the total contract price denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]</i>
E. Finishing the Contract	
GCC 66.1	The date by which operating and maintenance manuals are required is the date of request for temporally reception of works. The date by which “as built” drawings are required is the date of commissioning of works.
GCC 66.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>N/A.</i>
GCC 67.2 (g)	The maximum number of days is: <i>one month after final reception/commissioning.</i>
GCC 68.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[to be précised later</i>



SECTION IX. FORMS OF SECURITIES

PERFORMANCE BANK GUARANTEE

(Unconditional)

[The bank providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if RAC requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than thirty days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year],* whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Date:.....

Name:.....Address:.....



Position:.....

Signature:.....

Seal:.....



Performance Bond

[The Surety providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if RAC requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name and address of RAC as Obligated (hereinafter called "the Procuring Entity")]* in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with RAC dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by RAC to be, in default under the Contract, RAC having performed the Procuring Entity's obligations hereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to RAC for completing the Contract in accordance with its terms and conditions, and upon determination by RAC and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and RAC and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by RAC to the Contractor under the Contract, less the amount properly paid by RAC to the Contractor; or
- (3) pay RAC the amount required by RAC to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.



Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than RAC named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Date of issue:.....

Name:.....Address:.....

Position:.....

Signature: *[insert signature(s) of authorized representative(s)]*

Seal:.....

On behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*



BANK GUARANTEE FOR ADVANCE PAYMENT

The bank/successful bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract

[Insert Bank's name, and address of issuing branch or office]

Beneficiary: [insert name and address of Procuring Entity]

Date: [insert date]

ADVANCE PAYMENT GUARANTEE No.: [insert number]

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [Insert reference number of the contract] dated [insert date] with you, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number [insert account number] at [insert name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the [insert number] day of [insert month], [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Date of issue:.....

Name:.....Address:.....

Position:.....



Signature: *[insert signature(s) of authorized representative(s) of bank]*

Seal:.....

On behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*



