



BIDDING DOCUMENT

2026



RWANDA AIRPORTS COMPANY

Title of the Tender: Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aerodrome

Tender Reference Number: 026/G/2026-2027/ICB/RAC

Procurement Method: International Open Tender

Date of Issue: October 2026



Introduction

1. This Standard Bidding Document (SBD) document has been prepared by Rwanda airports company (RAC) for the procurement of goods and related services. The procedures and practices presented in this SBD have been developed to reflect the requirements of the RAC Procurement Procedures provided in Rwanda airports Company procurement manual. These procedures also reflect the best international procurement practices.
2. This SBD for the Procurement of Goods and Related services is suitable for use under both National and International open tender. It is also suitable for the National and International restricted tender.
3. The SBD is comprised of three parts, namely; the Bidding procedures, Supply requirements and the Contract.
4. Before using this SBD, all RAC employees not limited to procurement unit staff, Internal tender committee members should be familiar with RAC procurement manual which has been prepared to provide guidance in the conduct of the procurement process.
5. Rwanda Airports Company welcomes any comments from the users of this SBD which will assist in continuous improving of this document.

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms to be submitted with the Bid namely: the bid form, Price Schedules, Bid Security, the Manufacturer's Authorization, etc.

PART 2 – SUPPLY REQUIREMENTS

Section V. Supply Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VI. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VI, General Conditions of Contract.

Section VIII: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.



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PART 1 – Bidding Procedures



Tender Notice

Tender title Number: Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aerodrome

Tender Number 026/G/2026-2027/ICB/RAC

Source of fund: RAC ordinary budget

Rwanda Airports Company (hereinafter called "Client") intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued. The tender is divided into two lots:

Rwanda Airports Company invites all eligible **manufacturers or manufacturers direct representatives** to submit bids for the Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aerodrome as indicated in detail in the statement of Requirements.

Tender Documents in English may be obtained from RAC procurement office upon presentation of proof payment of a non-refundable fee of Seven Thousand Nine Hundred (7,900Frw) to be deposited at Bank of Kigali on the Account N° 00040-06948300-35 (RWF) opened in the name of Rwanda Airports Company. Tender document may also be consulted via our website: www.rac.co.rw.

All bids shall be accompanied by an original Bid Security of Seven million seven hundred thousand Rwandan Francs (**7,700,000Frw**) from either a bank or an insurance company operating in Rwanda which shall be valid until 30 days after the bid validity period.

Enquiries regarding this tender may be addressed to Managing Director of Rwanda Airports Company, Po Box 1171 Kigali-Rwanda, Tel: (+250) 252585555; or by writing to Email: info@rac.co.rw, copy ikamarade@rac.co.rw; vnzeyimana@rac.co.rw

Well printed bids, properly bound and presented in four copies one of which is the original must be delivered to RAC information desk at Kigali International Airport/terminal building ground Floor Not later than the **29th November 2026 at 10:00 Am local time**. Late bids will be rejected and returned unopened. All bids will be addressed to RAC procurement office failure to which RAC shall bear no responsibility of loss or misplacement of any bid.

Bids will be opened in the presence of bidders or their representatives who choose to attend on the **same day at 10:30 Am local time or 8:30 GMT**. The Outer envelope should clearly indicate the tender name and title

Bidding will be conducted in accordance with Rwanda Airports Company procurement manual revised May 2025

Charles HABONIMANA
Managing Director



Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 Rwanda airports Company issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this (*International or National*) Competitive Bidding (ICB/NCB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Throughout this Bidding Document:
- (a) "Client/Procuring Entity" means Rwanda airports company
 - (b) "Contract" means the agreement between the Procuring Entity and the successful bidder.
 - (c) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific assignment conditions.
 - (d) "Day" means calendar day.
 - (e) "Instructions to Bidders" (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.
 - (f) "SBD" means the Standard Bidding Document, which must be used by the Client/procuring entity as a guide for the preparation of the Bidding Document.
 - (g) "Sub-Contractor" means any person or entity with whom the Bidder subcontracts any part of the Supplies.
 - (h) the "lowest – evaluated bid" means a bid which is substantially responsive and offers the lowest price.

2. Source of Funds

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

3. Fraud and Corruption

- a. Rwanda airports procurement policy requires that all bidders, suppliers, and contractors, their subcontractors and RAC representatives, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Rwanda airports company: defines, for the purposes of this provision, 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
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede RAC investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

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, coercive or obstructive practices in competing for the contract in question;

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

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 Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6 Sections of Bidding Documents

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)



- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

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

- 6.2 The Invitation for Bids issued by RAC is part of the Bidding Documents.
- 6.3 RAC is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the RAC or from its website
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6.5 Administrative documents required from bidders shall refer to the Laws in force in the bidders' home country.

7 Clarification of Bidding Documents

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

8 Modification to the Bidding Documents

- 8.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, RAC may modify the bidding document by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding document and shall be communicated and forwarded in writing to all bidders who had bought the bidding document and shall be made public through the communication channel that RAC used to advertise the initial tender notice. Bidders who were given copies of addendum after they had bought the bidding document shall acknowledge receipt of each addendum in writing to RAC.



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

C. Preparation of Bids

9 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the RAC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. RAC shall not be liable for any consequences related to the rejection of all bids or the cancellation of the procurement proceedings due to the reasons provided for by RAC procurement manual, unless it is proved that it was a consequence of its irresponsible conduct.

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

10 Language of Bid

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

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

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

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

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



12 Bid Submission Form and Price Schedules

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

13 Alternative Bids

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

14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by RAC. This shall not in any way limit the RAC's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:
- (a) For Goods manufactured in Rwanda:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Rwandan sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside Rwanda, to be imported:



- (i) the price of the Goods, quoted CIP named place of destination, in Rwanda, or CIF named port of destination, as specified in the **BDS**;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
- (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;

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

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

- (i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.

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

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

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



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

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

15 Currencies of Bid

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

16 Documents Establishing the Conformity of the Goods and Related Services

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by RAC.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by RAC in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to RAC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.



17 Documents Establishing the Qualifications of the Bidder

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

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Rwanda;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Rwanda, the Bidder is or will be (if awarded the contract) represented by an Agent in Rwanda equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Bids Validity Period

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

21 Bid Security

- 21.2 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 21.3 The Bid Security shall be in the amount specified in the BDS and denominated in Rwanda Francs or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a guarantee from a banking institution or another authorised financial institution;
 - (b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by RAC prior to bid submission;



- (d) be payable promptly upon written demand by the RAC in case the conditions listed in ITB Clause 19.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;
- 21.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the RAC as non-responsive.
- 21.5 A bid security issued by a local institution to guarantee a bid that was sent by a foreign bidder from his/her country before the bid submission deadline, may be presented on the opening date and shall be considered as part of that bid
- 21.6 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 21.7 The Bid Security may be forfeited executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 41;
 - (ii) furnish a Performance Security in accordance with ITB Clause 42;
 - (c) if the successful Bidder refuses corrections of its financial offer.
- 21.8 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.
- 21.9 If a bid security is **not required in the BDS**, and
- 21.10 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- 21.11 if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;
- RAC may declare the Bidder blacklisted for a period of time pursuant to RAC procurement manual

19 Format and Signing of Bid

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



- 19.2 The original and all copies of the bid shall be typed in indelible ink, stamped and signed by a person duly authorized to sign on behalf of the Bidder.
- 19.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

20 Submission, Sealing and Marking of Bids

- 20.1 Bidders may always submit their bids by mail or by hand.

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

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

- (a) The inner envelopes shall bear the name and address of the Bidder;
- (b) The outer envelopes must be anonymous and be addressed to RAC in accordance with ITB Sub-Clause 22.1; and
- (c) The outer envelopes must bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1

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

21 Deadline for Submission of Bids

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

22 Late Bids

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



23 Withdrawal, Substitution, and Modification of Bids

- 23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by RAC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 23.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

24 Bid Opening

- 24.1 RAC shall conduct the bid opening in public at the address, date and time **specified in the BDS**.
- 24.2 Only envelopes that are opened and read out at Bid opening shall be considered further.
- 24.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as RAC may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.
- 24.4 RAC shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, when one or more bidders request for it.

E. Evaluation and Comparison of Bids

25 Confidentiality

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



- 25.2 Any effort by a Bidder to influence RAC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 25.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact RAC on any matter related to the bidding process, it should do so in writing.

26 Clarification of Bids

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

27 Responsiveness of Bids

- 27.1 RAC's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 27.2A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- 27.2.1 affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - 27.2.2 limits in any substantial way, inconsistent with the Bidding Documents, RAC's rights or the Bidder's obligations under the Contract; or
 - 27.2.3 if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected RAC and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28 Non conformities, Errors, and Omissions

- 28.1 Provided that a Bid is substantially responsive, RAC may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 28.2 Provided that a bid is substantially responsive, RAC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 28.3 Provided that the Bid is substantially responsive, RAC shall correct arithmetical errors on the following basis:



- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of RAC there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 28.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

29 Preliminary Examination of Bids

- 29.1 RAC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 29.2 RAC shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security, in accordance with ITB Clause 19, if applicable.

30 Examination of Terms and Conditions; Technical Evaluation

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

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

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



31 Conversion to Single Currency

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

32 Domestic Preference

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

33 Evaluation of Bids

33.1 RAC shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

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

33.3 To evaluate a Bid, RAC shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 12;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.

33.4 RAC's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in Rwanda, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside Rwanda, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

33.5 RAC's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids,



unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

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

34 Comparison of Bids

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

35 Post-qualification of the Bidder

- 35.1 RAC shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 35.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event RAC shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

36 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.

F. Award of Contract

37 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.

38 RAC's Right to Vary Quantities at Time of Award

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



39 Notification of Award

- 39.1 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.
- 39.2 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.
- 39.3 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;
- 39.4 Upon signature of a contract, un-successful bidders have the right to discharge their bid security, pursuant to ITB Clause 19.4.
- 39.5 Unless formal Contract is prepared and executed, the notification of award shall not constitute a binding Contract.
- 39.6 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.

40 Signing of Contract

- 40.1 Promptly after notification, RAC shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 40.2 Within 5 (five) and 7 (seven) days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of the of a performance guarantee where required, the successful Bidder shall sign the contract.

42. Performance Security

- 42.1 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.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or s 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.



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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: RWANDA AIRPORTS COMPANY (RAC)
ITB 1.1	<p>The name of the tender: Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aerodrome</p> <p>Identification number of the tender: 026/G/2026-2027/ICB/RAC</p> <p>The lots comprising this tender: two lots</p>
ITB 2.	The Source of funds: RWANDA AIRPORTS COMPANY (RAC)
ITB 2.	The name of the Project is: Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aerodrome
ITB 4.3	A list of firms debarred from participating in Rwandan tenders is available on www.rppa.gov.rw , and www.rac.co.rw
	B. Contents of Bidding Documents
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the RAC's address is:</p> <p>Attention: RWANDA AIRPORTS COMPANY/Procurement office</p> <p>Address: KIGALI INTERNATIONAL AIRPORT</p> <p>Floor: <i>2nd floor</i></p> <p>City: <i>KIGALI-RWANDA</i></p> <p>Telephone: +250 252585555</p> <p>Electronic mail address: info@rac.co.rw, copy ikamarade@rac.co.rw; vnzeyimana@rac.co.rw</p>
	C. Preparation of Bids
ITB 10	The language of the bid is: <i>English</i> .
ITB 11.1	<p>The Bid shall comprise the following:</p> <ol style="list-style-type: none"> 1. Bid submission form and Price schedules well printed and properly organized. 2. A copy of Certificate of incorporation 3. A valid Copy of the Social Security certificate (RSSB), only for local companies 4. A valid Copy of RRA tax clearance certificate, only for local companies 5. Bid security equivalent to 7,700,000Frw



	6. Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided 7. Proof of purchase of tender document 8. Proof of two good completion certificates of installed regulators of 160 kVA - 1000kVA or more, 400 V, 50 Hz 9. Written confirmation authorizing the signatory of the Bid to commit the Bidder 10. Proof of original equipment manufacturer (OEM) of the offered Equipment or direct representatives with proof of the represented manufacturer
ITB 13	Alternative Bids shall not be considered.
ITB 14.5	The INCOTERMS edition is: DDP 2020 version
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: RAC Head offices at Kigali international Airport
ITB 14.6 (a) (iii);(b) (ii) and (c)(v)	“Final destination (Project Site)”: RAC Head offices at Kigali international Airport
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Rwanda shall be quoted: DDP price
ITB 14.7	The prices quoted by the Bidder shall not be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria. N/A
ITB 14.8	Prices quoted for each lot shall correspond at least to 100% of the items specified for in the lot. Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 15.1	The Bidder is required to quote in the Rwanda Francs the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 15.3	The authority to establish the exchange rate shall be the “ National Bank of Rwanda ”
ITB 16.3	Period of time the within which Goods are expected to be functioning (for the purpose of spare parts): 12 months from the time of supply
ITB 17 (a)	Manufacturer’s authorization is: N/A



ITB 17 (b)	After sale services is: One year
ITB 18.1	The bid validity period shall be 120 days .
ITB 19.1	Bid shall include a Bid Security (issued by bank or an insurance company) included in Section IV Bidding Forms .
ITB 19.2	The amount of the Bid Security shall be: 7,700,000Frw
ITB 20.1	In addition to the original bid, the number of copies is: three (3) copies. Failure to comply shall lead to disqualification.
	D. Submission and Opening of Bids
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aerodrome <i>Tender number 026/G/2026-2027/ICB/RAC</i>
ITB 22.1	For bid submission purposes, RAC's address is: Attention: MANAGING DIRECTOR RWANDA AIRPORTS COMPANY/e Address: Kigali international Airport. Floor-Room number: RAC Front desk (Reception) ground floor. City: KIGALI Country: RWANDA The deadline for the submission of bids is: Date: 29th November 2026 Time: 10:00 Am local time/8:00 GMT
ITB 25.1	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: 29th November 2026 Time: 10:30 Am local time/8:30 GMT
	E. Evaluation and Comparison of Bids



ITB 32.	<p>Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF)</p> <p>The source of exchange rate shall be the National Bank of Rwanda</p> <p>The date for the exchange rate shall be the bids opening date</p>
ITB 33	<p>Domestic preference <i>shall</i> be a bid evaluation factor. <i>The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</i></p>
ITB 34.3(a)	<p>Evaluation will be done for <i>Lots</i></p> <p>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</p>
ITB 34.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: <i>No</i> (b) Deviation in payment schedule: <i>No</i> (c) The cost of major replacement components, mandatory spare parts, and service: <i>No</i>. (d) the availability in Rwanda of spare parts and after-sale services for the equipment offered in the bid: <i>No</i> (e) The projected operating and maintenance costs during the life of the equipment: <i>No</i>
ITB 34.6	<p>Bidders <i>shall not</i> be allowed to quote separate prices for one or more items.</p>
F. Award of Contract	
ITB 39.	<p>The maximum percentage by which quantities may be increased or decreased is: N/A</p>



Section III. Evaluation and Qualification Criteria

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1. Domestic Preference (ITB 33)

If the Bidding Data Sheet so specifies, the RAC will grant a margin of preference to goods manufactured in Rwanda for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in Rwanda, for which (i) labor, raw materials, and components from within Rwanda account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in Rwanda.
- (c) **Group C:** Bids offering Goods manufactured outside Rwanda that have been already imported or that will be imported.

To facilitate this classification by RAC, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in RAC's reclassification of the bid into its appropriate bid group.

RAC will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to ten (10) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award."

2. Evaluation Criteria (ITB 34.3 (d))

RAC's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 34.3(d) and in BDS referring to ITB 34.3(d), using the following criteria and methodologies.



- (a) Delivery schedule. (as per INCOTERMS specified in the BDS)
- (b) Deviation in payment schedule:
 - (i) *The SCC stipulates the payment schedule specified by the Procuring Entity.*
- (c) Cost of major replacement components, mandatory spare parts, and service.
 - (i) *N/A*
- (d) Availability in Rwanda of spare parts and after sale services for equipment offered in the bid.
NA
- (e) Projected operating and maintenance costs.
NA
- (f) Performance and productivity of the equipment.
 - (i) *NA*

3. Multiple Contracts (ITB 34.6)

RAC shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.2 Post-Qualification Requirements)

RAC shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
 - the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

4. Post-qualification Requirements (ITB 36.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, RAC shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability



The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*



Section IV. Bidding Forms

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Bidder Information Form

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

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

Page _____ of _____ pages

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



Joint Venture (JV) Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

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

Page _____ of _____ pages

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



Bid Submission Form

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

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

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

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

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

To: *[insert complete name of RAC]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]. (Indicate if your total bid price is inclusive of all taxes or not) in accordance with tender document requirements*
- (d) The discounts offered and the methodology for their application are:

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 and GCC Clause 18 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;



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

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

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

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

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

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



Price Schedule Forms

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



Price Schedule: Goods Manufactured outside Rwanda, to be imported

Date: _____ Tender No: _____ Alternative No: _____ Page No: _____ of _____									
(Group C bids, goods to be imported)									
Currencies in accordance with ITB Sub-Clause 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Description of the container (if required)	Country of Origin	Delivery Date as defined by INCOTERMS	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Rwanda to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[describe the quality of the container]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
Total Price									

Name of Bidder [insert complete name of Bidder] Signature and stamp of Bidder [signature of person signing the Bid] Date [Insert Date]



Price Schedule: Goods Manufactured outside Rwanda, already imported

Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____												
Currencies in accordance with ITB Sub-Clause 15												
1	2	3	4	5	6	7	8	9	10	11	12	13
Line Item N°	Description of Goods	Description of the container (if required)	Country of Origin	Delivery Date as defined by INCOTERMS	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6(c)(iii) (Col. 6 minus Col. 7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in Rwanda to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6(c)(v)	Sales and other taxes payable per item if Contract is awarded in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[describe the quality of the container]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in Rwanda]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
											Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature and stamp of Bidder [signature of person signing the Bid] Date [insert date]



Price Schedule: Goods Manufactured in Rwanda

Rwanda										
(Group A and B bids)										
Currencies in accordance with ITB Sub-Clause 15										
<div style="display: flex; justify-content: space-between;"> <div> Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____ </div> </div>										
1	2	3	4	5	6	7	8	9	10	11
Line Item N°	Description of Goods	Description of the container (if required)	Delivery Date as defined by INCOTERMS	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in Rwanda to convey the Goods to their final destination	Cost of local labour, raw materials and components from with origin in Rwanda % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[describe the quality of the container]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert cost of local labour, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Total Price										

Name of Bidder [insert complete name of Bidder] Signature and stamp of Bidder [signature of person signing the Bid] Date [insert date]



Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15							Date: _____
							Tender No: _____
							Alternative No: _____
							Page N° _____ of _____
1	2	3	4	5	6	7	
Service N°	Description of Services (excludes inland transportation and other services required in Rwanda to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)	
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>	
Name of Bidder <i>[insert complete name of Bidder]</i>			Signature and stamp of Bidder		Total Bid Price		
<i>[signature of person signing the Bid]</i>			Date <i>[insert date]</i>				



Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of RAC]*

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 Tender Notice / Invitation for Bids No. *[Tender Notice /IFB number]* ("the Tender / 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 immediately 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 RAC during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders; or
- (c) refuses to accept the correction of errors in its bid price in accordance with the Instructions to Bidders.

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; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty (30) days after the expiration of the Bid Validity Period.

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

_____ *[Name, Position, signature(s) and stamp of the authorised bank official(s)]*

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

Tender No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) and stamp of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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



PART 2 – Supplying Requirements

Section V. Supply Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by RAC, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

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

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

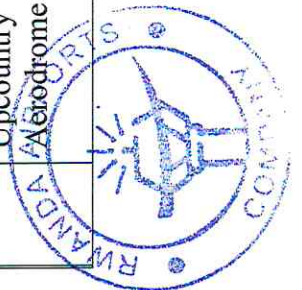


(v) List of Goods and Delivery Schedule

[RAC shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Delivery time shall be an evaluation criterion) delivery time which is un-realistically longer may be a cause of rejection of a bid

Line Item N°	Description of Goods	Description of the container (if required)	Type, size and weight of the packing material	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per INCOTERMS) Date		
							Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[describe the quality of the container]	[Describe the type, size and weight of the packing material]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
01	Supply and Installation of Voltage Restorer for protection of Electrical Systems at KIA and Upcountry Aetodrome	Appropriate	Appropriate	As described on the list of items to be supplied and technical specifications	Item	RAC Head office	8 months from the date of contract signature	8 months from the date of contract signature	[insert the number of days following the date of effectiveness the Contract]



1. List of Related Services and Completion Schedule

[This table shall be filled in by RAC. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per INCOTERMS)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services



TECHNICAL SPECIFICATIONS FOR DESIGN, SUPPLY, INSTALL AND COMMISSIONING OF THE ELECTRONIC VOLTAGE REGULATORS WITH BYPASS PANELS.

This specification covers the design, supply, installation, commissioning and training for six electronic voltage regulators with minimum required capacities of 1600 kVA, 2 × 1250 kVA, 400 kVA, 350 kVA and 160 kVA at various locations at Kigali International Airport and Kamembe Airport as detailed in section 2.

The Supplier shall offer the next available standard manufacturer ratings equal to or greater than these capacities.

1. Scope and eligibility

1.1. Scope of supply.

The Supplier shall design, manufacture, test, supply, deliver, install, commission and hand over eight (8) electronic voltage regulators (the Equipment) listed in Section 2, using the next available standard manufacturer ratings equal to or greater than the stated capacities.

The scope includes the power cables specified in Section 9.1, cable termination accessories required at the Equipment, documentation, spares, tools, staff training and warranty.

The Supplier shall coordinate cable sizing, routing interfaces and termination details with the Client before manufacture and installation.

1.2. Open only to the manufacturers and direct representatives.

Only the original equipment manufacturer (OEM) of the offered Equipment and direct representatives with proof of the represented manufacturer may tender. Distributors agents, integrators and traders are not allowed to tender.

A manufacturer may nominate an authorized local partner for installation, but the manufacturer remains the Supplier and carries full responsibility. The nominated local partner must submit documentation demonstrating their experience in the installation of electrical equipment for review and approval.

Evidence of eligibility.

The Supplier shall submit:

- Two good completion certificates of installed regulators of 160 kVA -1000kVA or more, 400 V, 50 Hz
- Intervention shall be done within 48 hours of a call.

Single supplier.

The Client will award all 8 units to one Supplier, so that spares, training and the operator interface are identical across the Site.

1.3. Accepted technology.

The Client accepts any IGBT-based electronic regulator that meets Sections 4 to 9. This includes series-injection voltage conditioners, and IGBT double-conversion static stabilizers.

The Client does not accept tap-changing, servo-motor or ferro resonant regulators.

1.4. Site-wide responsibility.



The Supplier is responsible for matching each unit to the load, short-circuit level and cable connections stated in Section 4.

The Supplier shall state any change to these data needed for the offered design.

2. Equipment schedule

The Client requires 8 units, rated for a 400 V, three-phase, 50 Hz supply.

Item	Rating (kVA)	Quantity	Rated current at 400 V (A)	Site of Installation
R1	1600	1	2309	Kigali international Airport
R2	1250	2	1804 each	Kigali international Airport
R3	400	1	577	Kigali international Airport
R4	350	1	505	Kamembe Airport
R5	160	3	231	Kigali international Airport

- Each rating is the continuous output at the lowest input voltage in Section 5, at the load power factor in Section 4.
- The ratings in the schedule are minimum required capacities for tender evaluation. The Supplier shall select and offer the next available standard manufacturer rating equal to or greater than each stated capacity. The offered standard rating shall not be smaller than the stated capacity. The Supplier shall identify the actual offered rating, rated current and any resulting dimensional or connection changes in the tender.
- Each unit has its own internal static bypass and its own external manual maintenance bypass, both rated at or above the rated current.

3. Applicable standards

The Equipment shall comply with the latest edition of the standards below. If two standards conflict, the stricter requirement applies.

Standard	Subject
IEC 62477-1	Safety of power electronic converter systems and equipment
IEC 61439-1 and -2	Low-voltage switchgear and control gear assemblies (cabinets, busbars, bypass)
IEC 60947-2	Circuit-breakers
IEC 60076 series	Transformers (injection and isolation transformers, dry type per IEC 60076-11)
IEC 60529	Degrees of protection (IP code)
IEC 61000-6-2	EMC immunity for industrial environments
IEC 61000-6-4	EMC emission for industrial environments
IEC 61000-4-34	Immunity to voltage dips, short interruptions and variations (equipment above 16 A per phase)
IEC 61000-2-4	Compatibility levels in industrial plants
IEC 60364 series	Electrical installations of buildings
ISO 9001	Quality management of the factory
ISO 14001	Environmental management (preferred)



4. Service conditions and system data

The Equipment connects between the low-voltage side of a distribution transformer and the main low-voltage switchboard it feeds.

Parameter	Requirement
Nominal voltage	400 V line-to-line, 230 V line-to-neutral, three-phase, four-wire
Frequency	50 Hz, tolerance $\pm 5\%$
Load	Mixed: motors, HVAC, non-linear highly inductive loads
Load power factor	0.75 lagging to 1.0
Load imbalance	Up to 100% between phases (single-phase loads on one phase)
Installation	Indoor, in an electrical room, on a level concrete floor. Other sites in substations.
Ambient temperature	0 °C to +40 °C
Relative humidity	Up to 95%, non-condensing
Altitude	Up to 1,600 m above sea level. The Supplier states the derating above 1,000 m
Cable connection	Single-core copper cables. Minimum indicative cable sizes and parallel runs are specified in Section 9.1. The Supplier shall verify cable ampacity, derating, short-circuit withstand, voltage drop, neutral loading, terminal capacity and applicable installation requirements, and shall state any required increase in size or number of runs.
Noise	Not more than 75 dBA at 2 m

Existing Transformer capacities and corresponding electronic voltage regulators required

Item / Location	Transformer Rating	Qty	Voltage regulator Rating Required
Powerhouse	1250 kVA x 2	2	1250 kVA
Terminal	1600 kVA x 1	1	1600 kVA
Substations	160 kVA x 3	3	160 kVA
Apron	400 kVA x 1	1	400 kVA
Kamembe	350kVA	1	350kVA

The Client will supply the single-line diagram, the load data and the measured voltage profile for each unit on request.



5. Performance requirements

Each unit shall meet every value below at rated load. The Supplier states its guaranteed values in the schedule in Section 12; a guaranteed value must equal or beat the minimum.

Parameter	Minimum requirement
Technology	IGBT-based, pulse-width-modulated converter with fast digital control
Energy storage	None needed for continuous regulation (no batteries, no supercapacitors)
Input voltage window at full rated load	-15% to +20% of 400 V
Output voltage	400 V nominal, adjustable on site by at least $\pm 5\%$
Output voltage accuracy	$\pm 2\%$ maximum, $\pm 1\%$ typical, for any input inside the window
Regulation	Independent control of each phase; corrects voltage imbalance between phases
Response time	Voltage correction complete within 20 ms of a change
Efficiency at rated load	98% or higher
Overload (no bypass transfer)	120% for 30 s; above this, automatic transfer to bypass
Bypass	Internal static bypass, transfer without load interruption. Separate manual maintenance bypass. Automatic transfer to bypass on internal fault or overload
Voltage distortion added	Output voltage THD not above 8% (IEC 61000-2-4 Class 2)
Surge protection	Surge protective devices at input and output, with status indication
Supply frequency	50 Hz $\pm 5\%$
Enclosure	IP20 minimum, floor-standing, front access
Cooling	Forced air with filters, alarm on fan or filter failure
Design life	15 years for the enclosure, converter and bypass, with listed replacement intervals for fans and capacitors

5.1. Voltage sag correction.

The Client does not set a minimum sag depth. The Supplier shall state, for each unit, the deepest three-phase sag and single-phase sag that the unit corrects to 90% or more of nominal voltage. The Client will treat deeper correction as an advantage in evaluation.

6. Construction, protection and bypass

6.1. Enclosure.

Cabinets use powder-coated sheet steel with lockable doors, front access to all serviceable parts, and removable gland plates. Cable entry is from the top or bottom, as the Supplier states, depending on the supplier's site visit on the installation method. Each cabinet has lifted points and a drawing of its footprint, weight and floor loading.



6.2. Power parts.

The copper busbars, neutral and earth bar are rated for the full rated current.

The neutral conductor is rated at 100% of the phase current.

Injection or isolation transformers are dry type, class F insulation or better, with temperature sensors that alarm and trip.

6.3. Input and output protection.

Each unit has an input circuit-breaker and an output isolating device, sized for the rated current and the fault level in Section 4.

The Supplier states the make, type, breaking capacity and settings of each device.

Protection trips on over-temperature, DC-link fault, converter fault, fan failure, phase loss and others as may be suggested by the designer.

6.4. Bypass arrangements.

- a) Internal static bypass: transfers the load to the supply without interruption on overload, converter fault or output out of tolerance.
- b) External manual maintenance bypass: lets the Client isolate the unit fully and keep the load supplied. It may sit in the same cabinet or in a separate cabinet, rated at or above the unit rated current.
- c) Mechanical or key interlocks stop the manual bypass from closing out of sequence. A sequence label sits on the cabinet door.
- d) The load stays on the supply, at its normal voltage, if the converter is switched off or fails.

6.5. Emergency stop.

Provision for an emergency stop on each unit that opens the converter and sends the load to bypass. It does not open the load circuit unless the operator asks for it.

6.6. Earthing and labelling.

All metal parts are bonded to a main earth bar. Labels, nameplates and warnings are in English and durable.

The nameplate shows rating, voltage, current, serial number, year and manufacturer.

7. Control, monitoring and communications

7.1. Local interface.

Each unit has a color touch panel of 10 inch or larger, in English, with password levels for operator, maintenance and service.

7.2. Measurements.



The panel shows, per phase: input and output voltage, output current, load kVA, kW and power factor, injected voltage, frequency and cabinet temperature.

7.3. Event log.

The unit stores at least 1,000 time-stamped events. It records every voltage sag, swell and bypass transfer with magnitude and duration.

The Client can export the log by USB or Ethernet.

7.4. Alarms.

The unit gives local indication and a volt-free contact for each of: common alarm, bypass active, converter fault, overload, over-temperature and unit off. The Supplier lists all further alarms.

7.5. Remote communication.

- a) Ethernet port with Modbus TCP/IP, with the register map supplied in English.
- b) Read-only access by default. Control commands need a separate password and a setting that the Client enables.
- c) Remote viewing through the supplied software, with no cloud account needed. The Supplier shall state any cybersecurity measures and any option to turn off remote access.

7.6. Integration.

The Supplier connects the Modbus and volt-free signals to the Client's SCADA at the point the Client names, and tests every signal with the SCADA engineer.

8. Design, documentation and factory acceptance testing

8.1. Design submission.

Within four weeks of contract award, the approved Supplier submits for approval: general arrangement and footprint drawings, single-line diagram, wiring and terminal drawings, bypass sequence, cable connection details, heat load, weight and the inrush and fault data. The Supplier does not start manufacture before the Client approves the drawings and the compliance of the equipment with Client's specifications.

8.2. Factory acceptance test (FAT).

The Supplier tests each unit at the factory, with at least two Client representatives invited to witness.

The Supplier gives 14 days' notice.

The Client pays its representatives' travel cost and per diem

The Supplier pays all other FAT costs.

The test criteria

Test	Acceptance
Visual, dimensional and wiring check	Matches approved drawings
Insulation resistance and dielectric test	Per IEC 62477-1 and IEC 61439-1
Functional test of control, alarms and interlocks	All functions work as designed



Regulation test at the limits of the input window (-15%, nominal, +20%), at 25%, 50%, 75% and 100% load	Output within $\pm 2\%$ of 400 V
Voltage imbalance test (one phase 10% low)	Output phases balanced within $\pm 2\%$
Response time test	Correction within 20 ms
Efficiency measurement at 100% load	98% or higher
Heat run at 100% load	Temperature rise within the design limit, steady for the whole run
Overload test, 120% for 30 s	No bypass transfer
Bypass transfer tests (static and manual)	No load interruption
Communication and SCADA signal test	All points read correctly

The Supplier states the duration of the heat run and the test load method for each unit. For units R1 and R2, the Client accepts a test at reduced load with a full-load calculation, if the Supplier states this in the tender.

8.3. Delivery.

The Supplier ships the unit only after the Client signs the FAT certificate. The Supplier states the lead time from approval of drawings to delivery at Site.

Delivery sites shall be as listed in section 2.

8.4. Documentation.

At delivery the Supplier supplies three paper copies and one electronic copy, in English, of

- The as-built drawings
- Test reports
- Type-test certificates
- Operation and maintenance manuals
- Spare parts list with part numbers
- Modbus register map and the software with its license.

9. Installation, site testing and commissioning

9.1. Installation and power cables.

The Supplier shall supply, deliver, lay, label, terminate, gland, support at the Equipment terminations, test and commission all power cables between each regulator and the associated switchgear, including phase, neutral and protective-earth conductors as applicable.

Cable supply and laying shall be included in the main tender price.

Cable ways, trenches, cable supports shall be provided by Client.

9.2. Power cable Minimum requirements

Indicative minimum power-cable requirements are:



No	Unit sizes	Cable size	Cable construction	No of runs per phase + Neutral
a)	1600 Kva and 1250 Kva	630 mm sq.	0.6/1kV 1x630 mm ² Copper Conductor, XLPE Insulated, AWA, PVC Sheathed Power Cable	2
b)	400 Kva and 350 Kva	300 mm sq.	0.6/1kV 1x300 mm ² Copper Conductor, XLPE Insulated, AWA, PVC Sheathed Power Cable	1
c)	160 Kva	185 mm sq.	0.6/1kV 1x185 mm ² Copper Conductor, XLPE Insulated, AWA, PVC Sheathed Power Cable	1

Supplier shall state the number of runs per phase and neutral required. Neutral conductor quantity and cross-section shall be adequate for the specified four-wire system, phase imbalance and non-linear loads.

These sizes are indicative tender requirements, not a substitute for design verification.

The Supplier shall confirm final cable sizes and quantities against the actual offered standard unit ratings, full-load current, installation method, grouping, ambient temperature, short-circuit withstand, voltage drop and equipment terminal limits, and shall obtain Client approval before procurement.

Any increase in cable size or number of runs required for compliance shall be included in the tender price.

9.3. Earthing and grounding

The supplier shall supply and install all earthing, grounding, and equipotential bonding requirements for the new equipment.

Below is illustrated minimum requirements

No	Unit sizes	Cable construction details
a)	1600 Kva unit including external bypass	Single-Core (1x150 mm ²), Class 2 stranded circular compacted copper conductor (Y/G) PVC insulated and sheathed (0.6/1KV).
b)	1250 Kva unit including external bypass	Single-Core (1x120 mm ²), Class 2 stranded circular compacted copper conductor (Y/G) PVC insulated and sheathed (0.6/1KV).
c)	400 Kva unit including external bypass	Single-Core (1x70 mm ²), Class 2 stranded circular compacted copper conductor (Y/G) PVC insulated and sheathed (0.6/1KV).
d)	350 Kva unit including external bypass	Single-Core (1x70 mm ²), Class 2 stranded circular compacted copper conductor (Y/G) PVC insulated and sheathed (0.6/1KV).



e)	160 Kva unit including external bypass	Single-Core (1x50 mm ²), Class 2 stranded circular compacted copper conductor (Y/G) PVC insulated and sheathed (0.6/1KV).
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9.4. Cable ways

Cable ways, cable trays, cable supports/routes and the equipment shelter/building shall be supplied by Client.

The Client shall prepare the room, plinth/floor and cable routes to the approved drawings; the Supplier shall provide cable termination details and coordinate interfaces.

9.5. Integration works.

The Supplier plans every integration works that require shutdown of the transformers with the Client at least seven days ahead.

Work on live equipment follows the Client's permit-to-work and lock-out rules.

The client does not anticipate any outages due to availability of standby generator sets, however, the supplier shall have well outlined methodologies and risk assessments to mitigate against any unforeseen outages to the minimum needed for connection and for the bypass changeover tests.

9.6. Site acceptance test (SAT).

The Supplier tests each unit on site, with the Client present:

- a) Inspect cabling, torque marks, labels, earth continuity and phase rotation.
- b) Measure insulation resistance of all power circuits.
- c) Energize the unit on bypass and check readings.
- d) Start the converter, then check output voltage, balance and regulation against the actual supply.
- e) Load the unit in steps up to the available load and record voltage, current, temperature and efficiency.
- f) Transfer to and from static bypass and manual bypass, under load, with no interruption.
- g) Trip every alarm, protection and the emergency stop, and confirm the response.
- h) Test every communication and SCADA signal.
- i) Set all parameters. The Supplier records them in the handover report.

9.7. Trial operation.

After the SAT, each unit runs for 14 days without a fault that needs the manufacturer or any bypass transfer not caused by the supply.

A fault resets the 14 days and a new trial period after corrections starts.

9.8. Handover.

The Client signs a taking-over certificate for each unit after a passed SAT, a passed trial operation, delivery of the documents in Section 8.4, and completion of training in Section 10.

9.9. Site safety.



The Supplier supplies a method statement and risk assessment before work starts, and keeps its staff trained and equipped under the Client's site safety rules.

10. Training

The Supplier trains the Client's staff, in English, on site and by manufacturer-qualified instructors. The price includes all materials.

Course	Audience	Minimum duration	Content
Operator	Up to 10 operators	1 day per site	Principle of operation, panel use, alarms, bypass sequences, safety
Maintenance	Up to 6 technicians	2 days per site	Fault finding, parameter setting, event log analysis, fan, filter and capacitor replacement, communication setup
Manufacturer's course	2 engineers	3 days at the factory or manufacturer's training centre, as the Supplier states	Converter, control and firmware, advanced diagnostics

The Supplier gives the courses after the SAT and before taking-over. The Supplier records attendance and issues certificates. The Supplier provides the training notes in electronic form,

11. Warranty, spares and support

11.1. Warranty.

The manufacturer warrants each unit against defects in design, materials and workmanship for 24 months from the taking-over certificate, covering parts, labor and travel.

A repaired or replaced part carries a new warranty from the date of repair or replacement.

11.2. Response.

The Supplier starts a repair on site within 48 hours of a call and completes it within five working days, or provides a replacement unit or part until the repair ends.

The Supplier gives a 24-hour phone and email contact.

11.3. Spares.

- The Supplier provides the commissioning spares at no extra cost: one set of fuses, fans and filters per unit.
- The Supplier lists the recommended two-year spares with unit prices, valid for 24 months.
- The manufacturer guarantees spare parts for at least 10 years after delivery.



11.4. Software.

The Supplier supplies firmware updates and security patches free of charge during the warranty period.

11.5. Schedule A – Compliance with this specification

Clause	Requirement	Complies (Yes/No)	Guaranteed value or remark
1.3	Eligibility evidence supplied		
5	Input window -15% to +20% at full load		
5	Output accuracy $\pm 2\%$ maximum		
5	Response within 20 ms		
5	Efficiency 98% or higher		
5	Overload 120% for 30 s		
5	Output voltage THD not above 8%		
6.4	Static and manual bypass		
7.5	Modbus TCP/IP and volt-free alarms		
8.2	FAT with Client witness		
9.3	SAT and 14-day trial		
10	Training courses		
11	24-month warranty, 48-hour response		

11.6. Schedule B – Data per unit

Data	R1 1600 kVA	R2 1250 kVA	R3 400 kVA	R4 350 kVA	R5 160 kVA
Model					
Technology					
Efficiency at 100% load (%)					
Heat loss at 100% load (kW)					
Deepest three-phase sag corrected to 90% (% remaining voltage)					
Deepest single-phase sag corrected to 90% (% remaining voltage)					
Rated short-time withstand current I_{cw} (kA)					
Altitude derating at 1,600 m (%)					
Dimensions W x D x H (mm)					



Weight (kg)					
Number of cables per phase accepted					
Lead time from drawing approval (weeks)					

12. Bill of quantities

Item	Description	Spec ref.	Unit	Qty	Unit price	Total price
A	Voltage regulators – supply, delivered to Site (all ratings at 400 V, 50 Hz)					
A1	R1 – Electronic voltage regulator, 1600 kVA (2309 A), complete with internal static bypass, SPDs, touch panel and Modbus TCP/IP	2, 5, 6, 7	nr	1		0.00
A2	R2 – Electronic voltage regulator, 1250 kVA (1804 A), complete with internal static bypass, SPDs, touch panel and Modbus TCP/IP	2, 5, 6, 7	nr	2		0.00
A3	R3 – Electronic voltage regulator, 400 kVA (577 A), complete with internal static bypass, SPDs, touch panel and Modbus TCP/IP	2, 5, 6, 7	nr	1		0.00
A4	R4 – Electronic voltage regulator, 350 kVA (505 A), complete with internal static bypass, SPDs, touch panel and Modbus TCP/IP	2, 5, 6, 7	nr	1		0.00
A5	R5 – Electronic voltage regulator, 160 kVA (231 A), complete with internal static bypass, SPDs, touch panel and Modbus TCP/IP	2, 5, 6, 7	nr	3		0.00
	Subtotal – Section A					0.00



B	External manual maintenance bypass (price separately only if not integral to the unit; enter 0 or Incl. if included in Item A)					
B1	Manual maintenance bypass for R1, 1600 kVA, with interlocks	6.4	nr	1		0.00
B2	Manual maintenance bypass for R2, 1250 kVA, with interlocks	6.4	nr	2		0.00
B3	Manual maintenance bypass for R3, 400 kVA, with interlocks	6.4	nr	1		0.00
B4	Manual maintenance bypass for R4, 350 kVA, with interlocks	6.4	nr	1		0.00
B5	Manual maintenance bypass for R5, 160 kVA, with interlocks	6.4	nr	3		0.00
	Subtotal – Section B					0.00
C	Design, documentation and factory acceptance testing					
C1	Design submission, drawings, calculations and approval cycle, all units	8.1	LS	1		0.00
C2	Factory acceptance test per unit, including test reports and FAT certificate	8.2	nr	6		0.00
C3	As-built drawings, O&M manuals, Modbus register map and software licences (3 paper + 1 electronic set)	8.4	LS	1		0.00
	Subtotal – Section C					0.00
D	Supply and laying of power cables between transformer, regulator unit, bypass panel and switchboard, per unit					
D1	Supply, install and connect 2runs per phase + Neutral 1CX630 Sq.mm CU /XLPE/AWA/PVC (1000V) cable for the regulators under item A1.	9.2	M	500		0.00
D2	Supply, install and connect 2runs per phase + Neutral 1CX630 Sq.mm CU	9.2	M	200		0.00



	/XLPE/AWA/PVC (1000V) cable the regulator under item A2.					
D3	Supply, install and connect 1 run per phase + Neutral 1CX300 sq.mm CU /XLPE/AWA/PVC (1000V) cable for the regulator under item A3 and A4	9.2	M	200		0.00
D4	Supply, install and connect 1 run per phase + Neutral 1CX185 sq.mm CU /XLPE/AWA/PVC (1000V) cable for the regulator under item A5	9.2	M	300		0.00
D5	Termination of power cables (lugs, glands) and connection to Client's switchgear, all units	9.2	L.S	1		0.00
D6	Supply and install all earthing requirements for the new equipment under Items A & B including the provision and installation of earth cables from the nearest common earth bar to each item of equipment, complete with all necessary connections, accessories, and terminations.	9.2	L.S	1		0.00
	Subtotal – Section D					0.00
E	Site testing and commissioning					
E1	Signal wiring and SCADA integration (Modbus TCP/IP and volt-free contacts), per unit	7.6	nr	8		0.00
E2	Site acceptance test and commissioning, per unit	9.5	nr	8		0.00
E3	Handover, per unit	9.5, 9.6, 9.7	nr	8		0.00
	Subtotal – Section E					0.00



F	Training					
F1	Operator course on site, 1 day, up to 10 operators	10	LS	1		0.00
F2	Maintenance course on site, 3 days, up to 6 Engineers	10	LS	1		0.00
F3	Manufacturer's course, 3 days, per engineer	10	person	2		0.00
	Subtotal – Section F					0.00
	GRAND TOTAL (Sections A – F)					
	Options not included in Tender Total					
G	Spares					
G1	Recommended two-year spares as listed in tender (supplier list in section 11.3, unit prices valid 24 months)	11.3	LS	1		0.00



**STANDARD CONTRACT FOR THE SUPPLY OF
GOODS**

FOR

NATIONAL CONTRACTS





RWANDA AIRPORTS COMPANY

**Contract for Supply and Installation of Voltage Restorer for
protection of Electrical Systems at KIA and Upcountry
Aerodrome**

By and between

Rwanda Airports Company

And



.....
Contract number: 026/G/2026-2027/ICB/RAC

Contract amount and currency:

Contract duration:

Contract administrator/Manager: RAC Manager Electrical Systems

Date of contract:

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

Article One: Definitions

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

- (a) "**Contract**" means the Contract Agreement entered into between the and , together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "**Contract Documents**" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "**Contract Price**" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "**Completion**" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in this Contract.



(e) **“Day”** means calendar day.

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

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

(h) **“Procuring Entity”** means RAC

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

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

(k) **“Supplier”** means (name of the supplier)

(l) **“Purchaser”** means RAC

(m) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence RAC staff involved in tender proceedings;

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

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

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

(r) **Obstructive practices** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing



or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

Article 2: The Object of the Contract

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

Article 3: Contract Documents

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

Article 4: Language

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

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

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

Article 5: Notices

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

Rwanda Airports Company:

.....

.....

The supplier

.....



.....

.....

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

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

Article 6: Contract management

The in charge of shall ensure the management of this contract on behalf of the RAC

Article 7: Governing Law

- i. "This Contract shall be governed by and construed in accordance with the laws of the Republic of Rwanda.
- ii. The Parties have further agreed that if the provisions of this Contract are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.
- iii. Invalidity of one or more provision or articles of this Contract shall not invalidate any other provisions or the Contract as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution".

Article 8: Settlement of Disputes

i. Amicable solution:

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

ii. Litigation:

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

.....



Article 9: Inspections

The Supplier shall permit RAC and/or persons appointed by RAC to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors in order to evaluate the performance of the Supplier and his/her capacity to perform.

Article 10: Duties and Obligations of the supplier

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

Article 11: Delivery Period and place of delivery

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

Article 12: Packaging, Marking and Delivery

- a. All Goods shall be packaged in accordance with the provisions of the Technical Specifications. Where no provisions are made in the Technical Specifications for packaging, the Goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. Unless otherwise stated in this Contract, all containers (including packing cases, boxes, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.
- c. Where necessary, the Supplier shall:
 - i. clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the RAC's order and include a packing note stating the contents thereof;
 - ii. on dispatch of each consignment, send to RAC at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;
 - iii. send to the RAC a detailed priced invoice as soon as is reasonably practical after dispatch of the Goods, and
 - iv. State on all communications in the relevant order number and code number (if any).
- d. Goods shall be delivered on the days, between the times and at the address stated in this Contract.
- e. Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as required by the Contract, the Supplier shall be liable to make good to RAC all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by



RAC in purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event, RAC shall be at liberty to retain the amount of any such loss or damage from any money due by RAC to the Supplier but without prejudice to other methods of recovery open to RAC.

Article 13: Quality

- a. All Goods supplied shall comply with the requirements of the Technical Specifications, or shall conform in all respects to the sample which form part of the Contract.
- b. All Goods covered by this Contract shall be the subject of the RAC's inspection and test at all times before, during or after manufacture. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by RAC. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors.
- c. If the Supplier fails to supply Goods, materials, workmanship or services in accordance with the provisions of the Contract, RAC may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.
- d. All rejects shall be held at the Supplier's risk and expense including all transportation and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples specified in this Contract.
- e. In the event of the Supplier failing to remove such rejected Goods within twenty (20) days of notification of the rejection, RAC shall be at liberty to return them at the Supplier's risk, the cost of carriage being recoverable from the Supplier.

Article 14: Contract price

- a. The contract price is Rwanda Francs (..... RWF) all taxes included.
- b. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.
- c. The contract price includes any fees, expenses or any other cost that the Supplier might incur in relation with this contract and no reimbursable shall be claimed by the Supplier.

Article 15: Billing and Payment modalities

- a. The Supplier shall be paid upon presentation to and approval by RAC of an invoice of the goods supplied and accepted by RAC.
- b. Each invoice shall be accompanied with the delivery note specifying the goods supplied and approved by RAC and any other document specified in the contract documents. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such documents.



- c. In the event of a disputed invoice, RAC shall notify the Supplier in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, RAC shall pay the remaining portions, if any, of such invoice.
- d. All payments will be made within forty-five (45) days after receipt and approval of the supplier's invoice and shall be paid to the following account:
 - Account Holder:
 - Account number:
 - Bank Name:
 - Bank Address:
- e. Notwithstanding the foregoing or anything to the contrary contained herein, the Supplier may, in its sole discretion and with thirty (30) days prior written notice to RAC, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

Article 16: Performance Security

- a. A Performance security shall be required and shall be 5% percentage of the total cost of the contract.
- b. The proceeds of the Performance Security shall be payable to RAC as compensation for any loss resulting from the Supplier's failure to complete its obligations under this Contract.
- c. However, the performance Security shall be discharged by RAC and returned to the Supplier in two instalments. 50% of the performance security shall be returned not later than thirty (30) days following the date of provisional acceptance of supplies, and the remaining 50% shall be returned not later than thirty (30) days following the date of final acceptance of supplies. If provisional and final acceptable are not relevant depending on the nature of the contract and goods or service to be supplied, performance security shall be returned 100% after supply and acceptance of such goods or services

Article 17: Confidential Information

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

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



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

Article 18: Subcontracting

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

Article 19: Penalties

If the Supplier fails to deliver by the Date(s) of delivery period specified in the Contract, RAC may without prejudice to other available remedies for RAC, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 3% of the contract price. 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..... days/month and penalties shall continue to accrue until full completion of the contract or termination.

Article 20: Force Majeure

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

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

Article 21: Change in Laws and Regulations

If after the deadline for submitting bids any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of Rwanda where the Site is located



(which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

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

Article 22: Change Orders and Contract Amendments

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

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

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed 20% of the contract price.

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

Article 23: Extensions of Time

- a. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly but no later than..... (days/month(s)) prior to the expiration of the contract, notify RAC in writing of the delay, its likely duration, its cause and put forward a new anticipated delivery. As soon as practicable after receipt of the Supplier's notice, RAC shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Unless and until the Supplier receives a notification of the new extended delivery date, there shall be no extension to the date.
- b. Except in case of Force Majeure, as provided under Clause 20, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time has been agreed upon.



Article 24: Termination

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

- (a) If the Supplier fails to perform any or all of its obligations within the period specified in this Contract, or within any extension thereof granted by RAC.
- (b) If the Supplier fails to perform any other obligation under the Contract; or
- (c) If the Supplier or any of its employee, agent, in the judgment of RAC has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing this Contract.
- (d) If the supplier becomes bankrupt or otherwise insolvent.

Termination for Convenience

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

Article 25: Assignment

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

Article 26: Warranties

- a. The Supplier warrants that all the Goods are new, of good quality, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials,



-
- b. The Supplier warrants that goods supplied shall be free from all defects which can harm its normal use.
 - c. The Supplier warrants remedying the defects within the reasonable time at his/her risks and expenses and without prejudice to any other rights which RAC may have according to the Contract.
 - d. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country.
 - e. RAC shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. RAC shall afford all reasonable opportunity for the Supplier to inspect such defects.
 - f. Upon receipt of such notice, the Supplier shall, within the period of five (5) working days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Client.
 - g. If having been notified, the Supplier fails to remedy the defect within the period specified, the RAC may proceed to take within a reasonable period such remedial action as may be necessary including but not limited to the application of penalties for delay to correct defects as provided by RAC procurement manual, at the Supplier's risk and expense and without prejudice to any other rights which RAC may have against the Supplier under the Contract.
 - h. The Supplier shall provide a warranty period of twelve (12) months to every client, unless otherwise agreed upon by parties during contract negotiations, starting from the date of official acceptance of the last delivery.

Article 27: Patent indemnity

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

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

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

Article 28: Miscellaneous



i. Entire Agreement:

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.

ii. waiver:

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

iii. Severability:

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

Article 29: Counterparts

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

Article 30: Effectiveness of the contract.

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

Rwanda Airports Company

By: _____

Name:

Title:

The Supplier



By: _____

Name:

Title:

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



