RWANDA AIRPORTS COMPANY

Title of the tender: Provision of fixed assets inventory, codification and production of FAR reconciliation

Tender Reference Number: 013/NCB/S/2022-2023/RAC

Procurement Method: NATIONAL COMPETITIVE BIDING

Date of Issue: 14/02/2024

February, 2024

PREFACE

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.

Rwanda Airports Company welcomes any comments from the users of this SBD which will assist in continuous improving of this document.

Rwanda airports Company Standard bidding document for Procurement of Goods and related Services

Summary

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.

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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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Tender Notice (TN) N0. 013/NCB/S/2022-2023/RAC

Tender Title: Provision of fixed assets inventory, codification and production of FAR reconciliation.

Re-advertised

Rwanda Airports Company (RAC), (hereinafter called "Client") intends to apply a portion of its funds to eligible payments under the contract for which this Bidding Document is issued.

Rwanda Airports Company (RAC) invites eligible bidders to submit bids for Provision of fixed assets inventory, codification and production of FAR reconciliation as indicated in detail in the statement of Requirements.

Tender Documents in English may be obtained from Kigali International Airport (RAC offices) upon presentation of proof of payment of a non-refundable fee of Ten Thousand Rwandan Francs (10,000Frw) to be deposited to the 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/downloaded via our website: www.rac.co.rw. and attach proof of payment in the bid.

All bids shall be accompanied by original Bid Security of Two Million Rwandan francs (2,000,000Frw) from either a bank or an insurance company operating in Rwanda which will be valid until 30 days after the bids validity period.

Enquiries regarding this tender may be addressed to the Managing Director of Rwanda Airports Company, Po Box 1171 Kigali-Rwanda, Tel: (+250) 252585555; or by writing to Email: info@rac.co.rw, copy rgatsinzi@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 **12th March 2024 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 **12th March 2024 at 10:30AM**. The Outer envelope should clearly indicate the tender name and title.

Bidding will be conducted in accordance with Rwanda Airports Company procurement manual revised January 2021.

Charles HABONIMANA
Managing Director

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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" includes 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

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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
f) Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided
g) Proof of purchase of tender document.
h) References of similar tenders executed (if required)
i) 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.

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(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.

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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 hi/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

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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

21.1Bids must be received by RAC at the address and no later than the date and time **specified in the BDS.**

21.2RAC 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.

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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.

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25.3Notwithstanding 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

28.1Provided that a Bid is substantially responsive, RAC may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

28.2Provided 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.

28.3Provided 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.

33.3To 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.

33.4RAC'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.

33.5RAC'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).

33.6If 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.

35.2The 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.

35.3An 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.

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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.

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

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	The name of the tender: **Provision of fixed assets inventory, codification and production of FAR reconciliation** Identification number of the tender: **013/NCB/S/2022-2023/RAC** The lots comprising this tender: one lot
ITB 2.	The Source of funds: ***RWANDA AIRPORTS COMPANY (RAC)***
ITB 2.	The name of the Project is: **Provision of fixed assets inventory, codification and production of FAR reconciliation**
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	For **Clarification of bid purposes** only, the RAC's address is: Attention: ***RWANDA AIRPORTS COMPANY*** Address: ***KIGALI INTERNATIONAL AIRPORT*** *Floor: 2nd floor* City: *KIGALI-RWANDA* Telephone: +250 252585555 Facsimile number: - Electronic mail address: info@rac.co.rw, copy rgatsinzi@rac.co.rw, and dkatabarwa@rac.co.rw
	C. Preparation of Bids
ITB 10	The language of the bid is: *English.*
ITB 11.1	The Bid shall comprise the following: j) Bid submission form and Price schedules well printed and properly organized. k) Copy of Trading License.

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	l) Copy of the Social Security certificate. m) Copy of the tax clearance certificate n) Bid security of Two Million Rwandan francs (**2,000,000Frw**) o) Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided p) Proof of purchase of tender document equivalent to **Ten Thousand Rwandan Francs (10,000Frw).** q) References of similar tenders executed (if required) r) Written confirmation authorizing the signatory of the Bid to commit the Bidder
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.
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 within which Goods are expected to be functioning (for the purpose of spare parts): 24 Months. N/A
ITB 17 (a)	Manufacturer's authorization is: **N/A**
ITB 17 (b)	After sale services is: **N/A**
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*** **operation Rwanda using the form in Section IV Bidding Forms.**

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ITB 19.2	The amount of the Bid Security shall be: **Two Million Rwandan francs (2,000,000Frw)**
ITB 20.1	In addition to the original of the bid, the number of copies is: three (3) copies
	D. Submission and Opening of Bids
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **Provision of fixed assets inventory, codification and production of FAR reconciliation** **Tender number: 013/NCB/S/2022-2023/RAC**
ITB 22.1	For bid submission purposes, RAC's address is: Attention: ***MANAGING DIRECTOR RWANDA AIRPORTS COMPANY*** Address: ***Kigali international Airport.*** Floor-Room number: ***RAC Front desk (Reception) ground floor.*** City: ***KIGALI*** Country: ***RWANDA*** The deadline for submission of bids is: Date: **12th March 2024** 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: RAC main Board room at 2nd floor, Passenger terminal, City: ***KIGALI*** Country: ***RWANDA*** Date: **12th March 2024** Time: **10:30 Am local time/8:30 GMT**
	E. Evaluation and Comparison of Bids
ITB 32.	Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF) The source of exchange rate shall be **the National Bank of Rwanda** The date for the exchange rate shall be **the bids opening date**
ITB 33	Domestic preference *shall* be a bid evaluation factor. *The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.*

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ITB 34.3(a)	Evaluation will be done for Lot. 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.
ITB 34.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]* (a) Deviation in Delivery schedule: ***Yes*** (b) Deviation in payment schedule: ***Yes*** (c) The cost of major replacement components, mandatory spare parts, and service: ***Yes*** **(d)** the availability in Rwanda of spare parts and after-sale services for the equipment offered in the bid**:** ***Yes*** (e) The projected operating and maintenance costs during the life of the equipment: **No**
ITB 34.6	Bidders *shall not* be allowed to quote separate prices for one or more items.
	F. Award of Contract
ITB 39.	The maximum percentage by which quantities may be increased or decreased is ***30% of the initial quantities***

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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.

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1. (a) Delivery schedule. (as per INCOTERMS specified in the BDS)

(b) Deviation in payment schedule: **Yes**

(i) *The SCC stipulates the payment schedule specified by the Procuring Entity.*

(c) Cost of major replacement components, mandatory spare parts, and service. **Yes**

(d) Availability in Rwanda of spare parts and after sale services for equipment offered in the bid. **Yes**

(e) Projected operating and maintenance costs. **Yes**

2. (f) Performance and productivity of the equipment. **Yes**

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)]*

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

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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 *[insert Bidder's legal name]*
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* …..ID/Passport Number [Insert the ID or Passport Number] Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*

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7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

☐ 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.

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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: *[insert Bidder's legal name]*
2. JV's Party legal name: *[insert JV's Party legal name]*
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*
4. JV's Party Year of Registration: *[insert JV's Part year of registration]*
5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*
6. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* *ID/Passport Number [Insert ID or Passport Number]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ 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.

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Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Tender No.: *[insert number of tender notice]*
Or Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of 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;

RWANDA AIRPORTS COMPANY

(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]*

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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.]*

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Price Schedule: Goods Manufactured outside Rwanda, to be imported

(Group C bids, goods to be imported)

Currencies in accordance with ITB Sub-Clause 15

Date_____
Tender No: _____
Alternative No: _____
Page N° _____ of _____

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]*

RWANDA AIRPORTS COMPANY

Price Schedule: Goods Manufactured outside Rwanda, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: _____
Tender No: _____
Alternative No: _____
Page N° _____ of _____

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. 5×8)	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 paid or 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

Date: _____
Tender No: _____
Alternative No: _____
Page N° _____ of _____

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. 4×5)	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	

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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)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				•		
				Total Bid Price		

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

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).

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1. 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	***Provision of fixed assets inventory, codification and production of FAR reconciliation***	*Appropriate*	*Appropriate*	*As described on the list of items to be supplied and technical specifications*	*Item*	*RAC Head office*	*60 days from the date of signing the contract*	*90 days from the date of signing the contract*	*[insert the number of days following the date of effectiveness the Contract]*

2. 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

TERMS OF REFERENCE FOR PROVISION OF FIXED ASSETS INVENTORY, CODIFICATION ANI PRODUCTION OF FAR RECONCILIATION

Terms of Reference and scope Services

1. NATURE AND SCOPE OF THE TENDER

RAC issues these terms of reference for inventory and valuation of RAC non-current assets.

Within the framework of updating RAC records of existence, condition and value of fixed assets for accountin balance sheet purposes, RAC has decided to hire a firm specialized in PPE inventory, Estates management c construction to carry out asset verification and valuation and assist in updating The RAC database to improve th records of the airport's Fixed/non-current assets.

It is in this content that RAC would like to sign a contract with any physical or moral person having its Headquarter in Rwanda.

2. RESPONSIBILITIES

Responsibilities of the consultant in this contract shall entail the following;

A: Verification of fixed /non-current assets

1. Physical verification/count and identification of location of all assets, this includes assisting with update c the fixed assets register (FAR) with the location of the assets,
2. Identification of assets, which are not tagged, and tagging them. Update of the FAR with tag numbers, seri numbers (for IT and other specialized equipment} and engine /chassis numbers for motor vehicles.
3. Assessment of the condition of fixed assets and identification of broken obsolete /non-usable asse recommended for disposal.
4. Identify assets not in the register, assign them an estimated value, tag, and update them in the FAR.
5. Assessment of the life-span and advising on expected remaining economic life of movable assets ar specialized equipment
6. Propose to RAC the asset depreciation policies to be adopted for purposes of accounting and proper management.
7. Prepare an executive summary report detailing methodology, procedures as well as detailed and summariz results of the valuation done
8. Knowledge transfer to RAC responsible staff.

B; Valuation of Fixed/non-current assets;

1. Valuation of all non-current assets and determining the remaining economic useful lives of Kig international Airport properties, including those in Gisenyi , Kamembe, Nemba, Musanze and Huye
2. Assessment of the life –span and advising on expected remaining economic life of moveable and no moveable assets and specialized equipment
3. Propose to RAC the asset depreciation policies to be adopted for purposed of accounting and proper management.
4. Prepare an executive summary report detailing methodology, procedure as well as detailed and summariz results of the valuation done

RWANDA AIRPORTS COMPANY

5. Knowledge transfer to RAC responsible staff

C. DEIVERABLES

C.1. An inventory report, giving details of physical assets identified tagged and recorded.

C.2. A report indicating the update values of assets including the basis on which such values were arrived an recommended depreciation method.

C.3. Two detailed fixed asset registers with all parameters (RAC and Asecna).

C.4 Perform a reconciliation between the existing fixed asset register and the new registers.

C.5 Produce extra 2000 asset tags for each category of assets

C.4. Areas of improvement report.

D. SPECIAL PRESCRIPTIONS

Article 1; GENERAL OBLIGATIONS

- The firm will accomplish their duties according to regulations and inconformity with the clauses of th contract and instructions from the client
- The firm authorized personnel will the given access to all documents, correspondence and any oth information they may necessary, associated with the organization in connection to their work.
- During and after the contract processing, the firm and their personnel will keep all information documents their hand confidential

Special Conditions of contract

- The inventory shall be carried out in the period of 120 days starting from the date of contract signature.

Article 2 Consultation's LIABILITIES

- He is liable for any mistakes in carrying out this exercise
- The firm keep in touch with the Client and at each phase of this exercise, he will transit all.
- Here quests to the supervisor who will then give necessary explanations to the employer.

Article 3; QUALIFICATION OF THE FIRM AND THE ASSIGNED PERSONNEL

- The firm should have a verifiable record of at least three (5) similar projects realized, in Rwanda in the la five (10) years supported by certificates of good completion issued by a similar organization having simil complexity of operations Experience in the aviation industry would be an added advantage

- The team leader should be registered with the Regulatory Council for Real Property valuation or oth relevant body. This should be evidenced by possession of a valid practicing certificate.
- Time input by a qualified value. Either the team leader or project team manager. Should be evidenced durir the execution of the work and should constitute at least 20% of time spent on the assignment

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E. SCHEDULE

This assignment is expected to be accomplished within 60 days; however, the schedule can be revised and amende in discussions with the consulting firm.

F. REPORTING

- The Consulting firm will report directly to Managing Director and a give a copy of deliverables to RA(designated contract who will the RAC contemporary in supervising the project.
- All reports are to be written in English. The consultant firm will provide an electronic version of all th required deliverables. The reporting will be completed in form and substance acceptable to RAC.

Arterial 4; CLIENTS LIABILITY

Information from the employer

The Employer should give to the firm access to all documents correspondence and any other information they ma deem necessary associated with their wok,

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Drawings

These Bidding Documents includes no drawings.

The following inspections and tests shall be performed:

- ***Inspections to ascertain the compliancy to the technical specifications.***

PART 3 – Contract

Provision of fixed assets inventory, codification and production of FAR reconciliation
By and between

Rwanda Airports Company

And

……..

Contract number: 013/NCB/S/2022-2023/RAC

Contract amount and currency: ……

Contract duration: ……..

Contract administrator/Manager: Finance Unit

Date of contract: ……..

Section VI. General Conditions of Contract

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RWANDA AIRPORTS COMPANY

This CONTRACT hereinafter referred to as the "**Contract**" is entered into by and between Rwanda airport Company represented by Mr/Mrs/Ms....., the ..... of Rwanda Airports Compan (Hereinafter referred to as "**the Procuring Entity**" and ..... Ltd/Co, ... incorporated in (Country ..... under the Registry number ..... Represented by Mr/Mrs/M ....., ID/PC N°.....issue at.....the ..... of the company Hereinafter referred to as the "**Supplier**

WHEREAS

(a) RAC has requested the Supplier to supply goods and related services as specified in the Genera Conditions of Contract attached to this Contract (hereinafter called the "Goods");

(b) the Supplier, having represented to RAC that they have the required capacity, have agreed to suppl the goods and related services on the terms and conditions set forth in this Contract;

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

NOW THEREFORE the parties hereby agree as follows:

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

   (a) The General Conditions of Contract;
   (b) The Special Conditions of Contract;
   (c) The list of goods, technical specifications and supply requirements
   (d) Contract negotiations minutes
   (e) The bidding document;
   (e) The bid

2. The mutual rights and obligations of RAC and the Supplier shall be as set forth in the Contract, in particula

   (a) the Supplier shall supply the goods and related services in accordance with the provisions of th Contract; and
   (b) RAC shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as c the day and year hereunder written.

For and on behalf of Rwanda airports Company

_____

[Authorized Representative]

For and on behalf of *[name and legal status of Supplier]*

_____

[Authorized Representative

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Section VI. General Conditions of Contract

1. Object of the contract

1.1 The object of this contract is to supply to RAC the goods and related services as specified in the list of goods and related services, technical specifications and supply requirements.

2. Definitions

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

(a) "Contract" means the Contract Agreement entered into between RAC and the Supplier, 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 therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day unless provided otherwise.

(e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(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, acts of RAC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(g) "GCC" means the General Conditions of Contract.

(h) "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.

(i) "Procuring Entity" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(j) "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.

(k) "SCC" means the Special Conditions of Contract.

(l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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(m) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted RAC and is named as such in the Contract Agreement.

(n) "The Project Site," where applicable, means the place named in the **SCC.**

3. Interpretation

3.1. If the context so requires it, masculine also means feminine, singular also means plural and vice versa.

3.2 INCOTERMS

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by INCOTERMS;

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTERMS specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4 Contract Documents

4.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

5 Fraud and Corruption

5.1 If RAC determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then RAC may, after giving 14 days' notice to the Supplier, terminate the Supplier's services under the Contract and cancel the contract, and the provisions of Clause 3.1 shall apply.

5.2 (a) For the purposes of this Sub-Clause:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence RAC staff in the procurement process or in contract execution;

a. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead RAC to obtain a financial or other benefit or to avoid an obligation or omission of facts in order to influence a procurement process or the execution of a contract;

(iiii) "coercive practice" means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their

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participation in the procurement process or affect its performance harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(iv) "obstructive practice" is

(i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an 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; or

5.3 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

6 Entire Agreement

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

7 Amendment

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

7.2 The amendment shall not affect the substance and the nature of the original contract, and any amendment increasing 30% of the contract shall require a new tender.

8 No waiver

8.1 Subject to GCC Sub-Clause 4.5(b) below, 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.

8.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

9 Severability

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

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10 Language

10.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and RAC, shall be written in the language specified in the **SCC.** 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.

10.1The 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.

11 Joint Venture, Consortium or Association

11.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to RAC for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The lead company serving as the authorized representative of others shall provide as part of their bid a written agreement confirming its representation and the scope of its powers. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of RAC.

12 Notices

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

12.2A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13 Governing Law

13.1The Contract shall be governed by and interpreted in accordance with the laws of Rwanda.

14 Settlement of Disputes

14.1 Amicable Settlement

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

14.1Other ways of dispute settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC.**

15 Inspections by RAC

15.1 The Supplier shall permit RAC and/or persons appointed by RAC to inspect the Supplier's offices and/or obtain information from his Bankers, previous clients in order to ascertain the supplier's good standing financially and performance record before contract signature.

16 Scope of Supply

16.1 The Goods and Related Services to be supplied shall be as specified in the list of goods and related services, technical specifications and supply requirements.

17 Delivery and Documents

17.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in list of goods, related services and technical specifications. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC.**

18 Supplier's Responsibilities

18.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

19 Contract Price

19.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized **in the SCC.**

20 Terms of Payment

20.1 The Contract Price, including any Advance Payments, if applicable, shall be paid **as specified in the SCC.**

20.2 The Supplier's request for payment shall be made to RAC in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.

20.3 Payments shall be made promptly by RAC, but in no case later than forty-five (45) days after submission of an invoice or request for payment by the Supplier, and after RAC has accepted it.

20.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed. However, Companies registered in Rwanda or those owned by Rwandan nationals shall only be paid in Rwanda currency and thus, their bid prices should be in Rwandan francs

20.5 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, the RAC shall pay the remaining portions, if any, of such invoice.

21 Taxes and Duties

21.1 For goods manufactured outside Rwanda, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Rwanda.

21.2 For goods Manufactured within Rwanda, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to RAC.

21.3 If a specific law provides for tax exemptions, reductions, allowances or privileges RAC shall use its best efforts to enable the Supplier to benefit from any such tax exemptions, reductions, allowances or privileges.

22 Performance Security

22.1 If required **in the SCC**, within the period specified by RAC procurement Manual, the Supplier shall, provide a performance security for the performance of the Contract in the amount **specified in the SCC.**

22.2 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 the Contract.

22.3 **As specified in the SCC**, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to RAC; and shall be in one of the format stipulated by RAC **in the SCC,** or in another format acceptable to RAC.

22.4 The Performance Security shall be discharged by RAC and returned to the Supplier in two phases. The first half shall be returned within thirty (30) days following provisional acceptance of goods (if there is any), and the second half shall be returned within thirty (30) days following the final acceptance of goods.

23 Copyright

23.1 The copyright in all drawings, documents, and other materials containing data and information furnished to RAC by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to RAC directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

24 Confidential Information

24.1 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 under GCC Clause 19.

24.2 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.

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24.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

(a) RAC or Supplier need to share with other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

24.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

24.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

25 Subcontracting

25.1 The Supplier shall notify RAC in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

25.2 Subcontracts shall comply with the provisions of GCC Clauses 5 and 12.

26 Specifications and Standards

26.1 Technical Specifications and Drawings:

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of RAC, by giving a notice of such disclaimer to RAC.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by RAC and shall be treated in accordance with GCC Clause 33.

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27 Packing and Documents

27.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. 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.

27.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC,** and in any other instructions ordered by the RAC.

28 Insurance

28.1 Unless otherwise **specified in the SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable INCOTERMS or in the manner **specified in the SCC.**

29 Transportation

29.1 Unless otherwise **specified in the SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS.

30 Inspections and Tests

30.1 The Supplier shall at its own expense and at no cost to RAC carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC.**

30.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Rwanda as **specified in the SCC.** Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to RAC.

30.3 RAC or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that RAC bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

30.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the RAC. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable RAC or its designated representative to attend the test and/or inspection.

30.5 RAC may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

30.6 The Supplier shall provide RAC with a report of the results of any such test and/or inspection.

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30.7RAC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the RAC, and shall repeat the test and/or inspection, at no cost to RAC, upon giving a notice pursuant to GCC Sub-Clause 25.4.

30.8The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by RAC or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

31 Liquidated Damages

31.1 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 the period **specified in SCC** and penalties shall continue to accrue until full completion of the contract or termination.

32 Warranty

32.1The Supplier warrants that all the Goods are new, un-used, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

32.2Subject to GCC Sub-Clause 21(b), 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 of final destination.

32.3Unless otherwise **specified in the SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

32.4In case of any defect the 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.

32.5Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to RAC.

32.6If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC,** RAC may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which RAC may have against the Supplier under the Contract.

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33 Patent Indemnity

33.1 The Supplier shall, subject to RAC's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless RAC 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 by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

33.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

33.3 If any proceedings are brought or any claim is made against RAC arising out of the matters referred to in GCC Sub-Clause 28.1, 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.

33.4 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.

33.5 RAC shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

33.6 RAC shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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 the Supplier 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 arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of RAC.

34 Limitation of Liability

34.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to RAC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to RAC and

(b) the aggregate liability of the Supplier to RAC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify RAC with respect to patent infringement

35 Change in Laws and Regulations

35.1 If after the deadline for submitting bids any law, regulation, ordinance, order or bylaw 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.

35.2 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, in accordance with GCC Clause 14.

36 Force Majeure

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

36.2 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.

37 Change Orders and Contract Amendments

37.1 RAC may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the RAC;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

37.2 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

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must be asserted within fifteen (15) days from the date of the Supplier's receipt of the RAC's change order.

37.3 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 the prevailing rates charged to other parties by the Supplier for similar services.

37.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties and in the limits provided for by RAC procurement manual.

38 Extensions of Time

38.1 If at any time during performance of the Contract but not later the period **specified in SCC**, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify RAC in writing of the delay, its likely duration, and its cause. 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.

38.2 Except in case of Force Majeure, as provided under GCC Clause 31, 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 pursuant to GCC Clause 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

39 Termination

39.1 Termination for Default

(a) The 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:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by RAC pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of RAC has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event RAC terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), RAC may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to RAC for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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39.2Termination for Insolvency.

(a) RAC may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RAC

39.3Termination 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 the 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 within thirty (30) days 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 and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

40 Assignment

40.1 Neither RAC nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

41 Export Restriction

41.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable RAC, to Rwanda, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of RAC that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for RAC's convenience pursuant to Sub-Clause 39.3.

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Section VII. Special Conditions of Contract

GCC 2.1(i)	The *Procuring Entity* is: **RWANDA AIRPORTS COMPANY**
GCC 2.1 (n)	The Project Site(s)/Final Destination(s) is/are: Rwanda Airports Company premises
GCC 3.2 (b)	The version edition of INCOTERMS shall be DDP Kigali International Airport
GCC 10.1	The language shall be: English
GCC 12.1	For **notices**, RAC's address shall be: Attention: **MANAGING DIRECTOR OF RWANDA AIRPORTS COMPANY** Street Address: **KIGALI INTERNATIONAL AIRPORT** Floor/ Room number: **RECEPTION DESK, GROUND FLOOR** City: **KIGALI** Telephone: *(+250) 252585555* Facsimile number: - Electronic mail address: info@rac.co.rw, copy to rgatsinzi@rac.co.rw
GCC 13.	The governing law shall be the laws of Rwanda
GCC 9.2	The rules of procedure for dispute settlement proceedings pursuant to GCC Clause 14 shall be as follows: "If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction
GCC 17	Details of Shipping and other Documents to be furnished by the Supplier are: N/A.
GCC 19	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 20.1	***Sample provision*** GCC 20.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment of foreign currency portion shall be made in Frw;

	(i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and advance payment guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to RAC. (ii) **80%** is paid after supply. Payment of local currency portion shall be made in Frw within forty (45) days of presentation of claim supported by a certificate from RAC declaring that the Goods have been delivered and that all other contracted Services have been performed. 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: …….. Note: Payment can be made through confirmed and irrevocable letter of credit opened in favor of the Supplier in a bank in its country.
GCC 22.1	A Performance security shall be required and issued upon receipt of a purchase order whose amount is from twenty million (20,000,000Frw) Rwandan Francs and above and shall be 5% percentage of the total cost of the received LPO.
GCC 22.3	If required, the Performance Security shall be in the form of : *a Bank Guarantee or any other financial institution like a recognised insurance company and* shall be denominated in *a freely convertible currency acceptable to RAC*
GCC 22.4	Discharge of the Performance Security shall take place: 30 days after the contract expiry
GCC 27.2	The packing, marking and documentation within and outside the packages shall be: with standards
GCC 28	The insurance coverage shall be as specified in the INCOTERMS.
GCC 29	Responsibility for transportation of the Goods shall be as specified in the INCOTERMS.

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GCC 30.1	The inspections and tests shall be: at the reception of goods
GCC 30.2	The Inspections and tests shall be conducted at: RAC premises
GCC 31	The liquidated damage shall be: *1/1000* per day of delay on issued LPO The maximum amount of liquidated damages shall be: *3%* of initial contract period Once the contract is not terminated while the maximum of liquidated damages of 3% is reached, the contract extension shall not exceed 30 Days
GCC 32.3	The period of validity of the Warranty shall be: 30 days For purposes of the Warranty, the place(s) of final destination(s) shall be: RAC premises
GCC 32.5	The period for repair or replacement shall be: 30 days.
GCC 32.6	The period for repair the defect shall be: 30 days.
GCC 38	The period for notification of the cause and the likely duration of *delay* 30 days

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Section VIII. Contract Forms

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1. Contract Agreement

This 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 Procuring Entity**" and ..... Ltd/Co, ... incorporated in (Country) ..... under the Registry number ..... Represented by Mr/Mrs/Ms ....., ID/PC N°.....issued at.....the ..... of the company Hereinafter referred to as the "**Supplier**"

WHEREAS

(a) RAC has requested the Supplier to supply goods and related services as specified in the General Conditions of Contract attached to this Contract (hereinafter called the "Goods");

(b) the Supplier, having represented to RAC that they have the required capacity, have agreed to supply the goods and related services on the terms and conditions set forth in this Contract;

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

NOW THEREFORE the parties hereby agree as follows:

3. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract;
   (b) The Special Conditions of Contract;
   (c) The list of goods, technical specifications and supply requirements
   (d) Contract negotiations minutes
   (e) The bidding document;
   (e) The bid
4. The mutual rights and obligations of RAC and the Supplier shall be as set forth in the Contract, in particular:

   (a) the Supplier shall supply the goods and related services in accordance with the provisions of the Contract; and
   (b) RAC shall make payments to the Supplier in accordance with the provisions of the Contract.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as o
the day and year hereunder written.

For and on behalf of *[RAC]*

_____

[Authorized Representative]

For and on behalf of *[name and legal status of Supplier]*

_____

[Authorized Representative]

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2. Performance Security

[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Tender No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)[1] in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire, no later than 30 days after final reception of works or goods and any demand for payment under it must be received by us at this office on or before that date. However, before that expiration date, if the planned contract execution period has been delayed or extended, or its value increased, the contractor shall respectively extend the validity period of this performance security or increase its amount accordingly.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 19(a) is hereby excluded.

[Signatures of authorized representatives of the Bank and the Supplier]

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[1] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to RAC.*

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3. Advance payment Guarantee

[The Bank or any other financial institution like insurance company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated on a bank's letterhead.]

Date: *[insert date (as day, month, and year) of Bid Submission*
Tender No. and title: *[insert number and title of bidding process*

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address o Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date o Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against ar advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in tota an amount of *[insert amount(s)[2] in figures and words]* upon receipt by us of your first demand in writing declarin that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment fo purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred tc above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplie under the Contract until the received advance is totally refunded by the supplier.

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

_____

[signature(s) and stamp of authorized representative(s) of the Bank]

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[2] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to RAC.*

STANDARD CONTRACT FOR THE SUPPLY OF GOODS

FOR

NATIONAL CONTRACTS

RWANDA AIRPORTS COMPANY

Contract for provision of fixed assets inventory, codification and production of FAR reconciliation

By and between

Name of the Procuring Entity: Rwanda Airports Company

And

……...

Contract number: 013/NCB/S/2022-2023/RAC

Contract amount and currency: ……

Contract duration: ……..

Contract administrator/Manager: Finance Unit

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:

(o) "**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.

(p) "**Contract Documents**" means the documents listed in the Contract Agreement, including any amendments thereto.

(q) "**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.

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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

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.
The place of delivery shall be at .....

Article 12: Packaging, Marking and Delivery

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.

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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.
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).

Goods shall be delivered on the days, between the times and at the address stated in this Contract. 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.

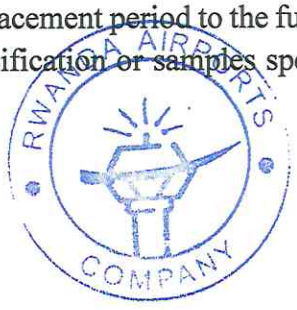
Article 13: Quality

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.

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.

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.

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.



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

The contract price is ..... Rwanda **Francs (..... RWF)** all taxes included.
The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.
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

The Supplier shall be paid upon presentation to and approval by RAC of an invoice of the goods supplied and accepted by RAC.
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.
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.
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: .....

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 Performance security shall be required and issued upon receipt of a purchase order whose amount is from twenty million (20,000,000Frw) Rwandan Francs and above and shall be 5% percentage of the total cost of the received LPO.

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.

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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

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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.

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

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.

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:

(b) 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.

(c) If the Supplier fails to perform any other obligation under the Contract; or

(d) 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.

(e) If the supplier becomes bankrupt or otherwise insolvent.

Termination for Convenience

(c) 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.

(d) 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

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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.

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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: .....