



## **Standard Bidding Document for Provision of IT Equipment**

<b>Title of the Tender:</b>	Tender for the Framework Contract for the Provision of IT Equipment
<b>Tender Reference Number:</b>	005/ATL/12/2025-26
<b>Procurement Method:</b>	National Open Tendering - Simplified Method
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# PART 1 – Bidding Procedures

## Invitation for Bids (IFB)

Aviation Travel and Logistics Holding Limited (ATL) is a holding company established by the Government of Rwanda in October 2015 with the mission of managing aviation related activities including travel, logistics, ground, freight and cargo handling, as well as charter services.

ATL has three subsidiaries that help position Rwanda as a regional aviation hub for tourism, cargo and logistics-related activities. The subsidiary companies include RwandAir Ltd., Rwanda Airports Company Ltd (RAC) and Akagera Aviation Ltd.

ATL (Hereinafter referred to as “Client”) hereby invites eligible suppliers to provide proposals on the **Provision of IT Equipment**.

More details are provided in the Terms of Reference here attached. This Request for Proposal (RFP) has been addressed to all national eligible Suppliers.

All bids shall be accompanied by a declaration of commitment and will be physically submitted not later than **December 30<sup>th</sup>, 2025 at 10:00 am local time**. Address is provided in **Instructions to bidders, Bid Data Sheet**.

Late bids will be rejected. Bids will be opened on the same day at **11:00 am local time**.

The tendering fee is FRW 10,000 deposited on the accounts of Rwanda Revenue Authority (RRA) and the proof of purchase of tender document shall be provided together with other requested additional documents.

ATL reserves the right to cancel this tender at any stage before a contract is signed. All cost related to preparation and submission of proposal shall be borne by the Supplier.

Sincerely,

  
**Jules NDENGA**  
**Chief Executive Officer**



## Section I. Instructions to Bidders

### Section I. Instructions to Bidders

#### A. General

##### 1. Scope of Bid

- 1.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)**, 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 these Bidding Documents:
- (a) “Client/Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
  - (b) “Contract” means the agreement between the Procuring Entity and the successful bidder.
  - (c) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific assignment conditions.
  - (d) “Day” means calendar day.
  - (e) “Government” means the Government of the Republic of Rwanda.
  - (f) “Instructions to Bidders” (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.
  - (g) “SBD” means the Standard Bidding Document, which must be used by the Client as a guide for the preparation of the Bidding Document.
  - (h) “Sub-Contractor” means any person or entity with whom the Bidder subcontracts any part of the Supplies.
  - (i) the “lowest–evaluated bid” means a bid which is substantially responsive and offers the lowest price.

##### 2. Source of Funds

The Procuring Entity (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

3.1 Rwanda public procurement policy requires that all bidders, suppliers, and contractors, their subcontractors and the procuring entities representatives, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, Rwanda Public Procurement Authority:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice”<sup>2</sup> offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a civil servant or government entity;
- (ii) “fraudulent practice”<sup>3</sup> means any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead a civil servant to obtain financial or other benefit;
- (iii) “collusive practice”<sup>4</sup> an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the civil servant;
- (iv) “coercive practice”<sup>5</sup> 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
  - a) destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to materially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its information about matters relevant to the investigation or from pursuing the investigation;
  - b) acts intended to materially impede the exercise of the RPPA’s inspection and audit rights provided for under sub-clause 3.1 (e) below.

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;

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

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will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the RPPA to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the RPPA.

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

#### **4. Eligible Bidders**

4.1 Eligible bidders for public procurement are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession. Other bidders eligible for public procurement are provided for in public procurement regulations.

4.2 To be eligible bidders may be required to prove that they are members of a professional body or that they abide by any other rules or procedures set by Rwanda Public Procurement Authority in collaboration with stakeholders in public procurement.

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

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

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

4.4 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;

- 4.5 A Bidder that is under a declaration of ineligibility by the RPPA 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**.
- 4.6 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 Purchaser.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Procuring Entity 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 the procuring entity’s stamp.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

## **PART 2 Supply Requirements**

- Section V. Schedule of Requirements

## **PART 3 Contract**

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

- 6.2 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Documents.
- 6.3 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 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 to 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 the procuring entity, at its address **mentioned in the BDS**, for clarifications on the bidding document. The Procuring Entity shall respond to any request for clarification within seven (7) days from the day of its reception. The Procuring Entity shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the Procuring Entity. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under 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, the Procuring Entity 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<sup>6</sup> and shall be made public through the communication channel that the Procuring Entity 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 the Procuring Entity.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, 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 Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The procuring entity 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 the law on public procurement as modified and completed to date, unless it is proved that it was a consequence of its irresponsible conduct.

However, the procuring entity may charge a fee for obtaining copies of the bidding documents determined by the procurement regulations. 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 the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **11 Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- a) Bid submission form and Price schedules well printed and properly organized.
- b) Copy of Trading License
- c) Original or a certified copy of the Social Security certificate
- d) Original or a certified copy of the tax clearance certificate
- e) Bid security (if any)
- f) Declaration of commitment (if applicable)
- g) Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided

- h) Proof of purchase of tender document
- i) Appropriate samples / catalogues (if required)
- j) A certificate of origin of the supplies and the manufacturer's authorisation
- k) References of similar tenders executed (if required)
- l) Written confirmation authorizing the signatory of the Bid to commit the Bidder

Any other information that the bidder 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 the Procuring Entity. This shall not in any way limit the Procuring Entity'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 the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

## 15 Currencies of Bid

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

the rates quoted in the Bid.

## 16 Documents Establishing the Conformity of the Goods and Related Services

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

## 17 Documents Establishing the Qualifications of the Bidder

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

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the 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;
- (e) 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
- (f) 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 Purchaser. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

## 19 Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 19.2 The Bid Security shall be in the amount specified in the BDS and denominated in Rwanda Francs or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a guarantee from a banking institution or an other authorised financial institution;
  - (b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
  - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;
- 19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 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

- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 19.6 The Bid Security may be forfeited executed:
- (g) 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
  - (h) 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;
  - (i) if the successful Bidder refuses corrections of its financial offer.
- 19.7 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.
- 19.8 If a bid security is **not required in the BDS**, and
- 19.9 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
- 19.10 if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

The Procuring Entity may, **ask the RPPA to** declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the law on public procurement**.

## 20 Format and Signing of Bid

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

### **21 Submission, Sealing and Marking of Bids**

21.1 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.

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

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

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

### **22 Deadline for Submission of Bids**

22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS.**

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **23 Late Bids**

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



## 24 Withdrawal, Substitution, and Modification of Bids

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

## 25 Bid Opening

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

## **E. Evaluation and Comparison of Bids**

### **26 Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

### **27 Clarification of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity'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 the Procuring Entity 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.

### **28 Responsiveness of Bids**

- 28.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 28.2 A 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:
  - 28.3 affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - 28.4 limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - 28.5 if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 28.6 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **29 Non-conformities, Errors, and Omissions**

- 29.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 29.2 Provided that a bid is substantially responsive, the Procuring Entity 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.
- 29.3 Provided that the Bid is substantially responsive, the Procuring Entity 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 the Procuring Entity 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.
- 29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

### **30 Preliminary Examination of Bids**

- 30.1 The Procuring Entity 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.
- 30.2 The Procuring Entity 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.

### **31 Examination of Terms and Conditions; Technical Evaluation**

The Procuring Entity 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.

The Procuring Entity 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, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

### **32 Conversion to Single Currency**

For evaluation and comparison purposes, the Procuring Entity 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**.

### **33 Domestic Preference**

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

### **34 Evaluation of Bids**

- 34.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 34.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 34. No other criteria or methodology shall be permitted.
- 34.3 To evaluate a Bid, the Procuring Entity 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.

34.4 The Procuring Entity'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.

34.5 The Procuring Entity'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).

34.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity 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.

### **35 Comparison of Bids**

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

### **36 Post-qualification of the Bidder**

36.1 The Procuring Entity 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.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A

negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **37 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

The Procuring Entity 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 award, without thereby incurring any liability to Bidders.

## **F. Award of Contract**

### **38 Award Criteria**

The Procuring Entity 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.

### **39 Procuring Entity's Right to Vary Quantities at Time of Award**

At the time the Contract is awarded, the Procuring Entity 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.

### **40 Notification of Award**

- 40.1 Before the expiry of the bid validity period, the Procuring Entity shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids evaluation.
- 40.2 The notification shall specify that the major elements of the procurement process would be made available to the bidders upon request and that they have seven (7) days in which to lodge a protest, if any, before a contract is signed with the successful bidder.
- 40.3 The successful bidder may be required to provide a performance security in accordance with the procurement regulations. Such a security shall not exceed 10 % of the contract Price;
- 40.4 Upon signature of a contract, the Procuring Entity shall finally notify other bidders that their bids were not successful and will discharge their bid security, pursuant to ITB Clause 19.4.
- 40.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 40.6 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 the Procuring Entity and the successful bidder.

#### **41 Signing of Contract**

- 41.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 41.2 Within 15 (fifteen) and 21(twenty-one) days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Client.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **42 Performance Security**

- 42.1 Within 15 and 21 days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of notification of award from the Procuring Entity, 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 to the Procuring Entity.
- 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 the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.





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

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

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>Aviation Travel and Logistics Holding Ltd (ATL Ltd)</i> .
ITB 1.1	The name and identification number of the tender are: 005/ATL/12/2025-26
ITB 2.	The Source of funds: <b>ATL'S Ordinary Budget.</b>
ITB 2.	The name of the Project is: <b>Framework Contract for the Provision of IT Equipment</b>
ITB 4.3	A list of firms debarred from participating in Rwandan tenders is available on the address of Rwanda Public Procurement Authority, <a href="http://www.rppa.gov.rw">www.rppa.gov.rw</a> .
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	<p>For <b><u>Clarification of bid purposes</u></b> only, the ATL's address is:</p> <p>Attention: <b>CEO,</b></p> <p>Career Center Building 6<sup>th</sup> floor,</p> <p>City: <b>Kigali-Rwanda,</b></p> <p>E- mail address: <a href="mailto:procurement@atl.rw">procurement@atl.rw</a></p> <p><b>The Procuring Entity will respond in writing to any request for clarification, provided that such request is received not later four (4) days prior to the deadline for submission of bids.</b></p>
	<b>C. Preparation of Bids</b>

ITB 10	The language of the bid is: <b>English</b>
ITB 11.1	<p><b>The Bidder shall submit the following additional documents in its bid:</b></p> <ul style="list-style-type: none"> <li><b>i. Bid submission form and Price schedules well printed and properly organized,</b></li> <li><b>ii. Valid Copy of Trading License (RDB Certificate),</b></li> <li><b>iii. Valid Copy of the Social Security certificate (RSSB),</b></li> <li><b>iv. Valid Copy of the tax clearance certificate (RRA),</b></li> <li><b>v. Declaration of commitment letter,</b></li> <li><b>vi. Proof of purchase of tender document (10,000),</b></li> <li><b>vii. Three (3) certificates of good completion of similar services.</b></li> </ul>
ITB 13	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The INCOTERMS edition is: <i>2020</i>
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <b><i>Kigali.</i></b>
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: <b>ATL office, Career Center 6<sup>th</sup> floor.</b>
ITB 14.6 (b) (i)	Not applicable
ITB 14.7	The prices quoted by the Bidder <b>shall not</b> be adjustable.
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to <i>100 %</i> of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to <i>100%</i> percent of the quantities specified for this item of a lot.</p> <p><b>Note: The bidder is allowed to bid for one or all lots.</b></p>
ITB 15.1	The Bidder is required to quote only in the Rwanda Francs (RWF). The quote shall be all applicable taxes inclusive
ITB 15.3	Not applicable.
ITB 17 (a)	Manufacturer’s authorization is: not required

ITB 17 (b)	After sale services is: not required
ITB 18.1	The bid validity period shall be <b>120 days from the date of bids opening.</b>
ITB 19.1	No Bid Security is required;
ITB 19.2	The amount of the Bid Security shall be: Not required.
ITB 20.1	In addition to the original of the bid, the number of copies is: <b>three (3) copies.</b>
<b>D. Submission and Opening of Bids</b>	
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <b>Company name</b> and marked the envelopes as “ <b>ORIGINAL</b> ” and “ <b>COPY.</b> ”
ITB 22.1	<p>For bid submission purposes, the ATL’s address is:</p> <p>Attention: <b>Chief Executive Officer</b>  Address: <b>Aviation Travel and Logistics Holding Ltd</b>  Floor-Room number: <b>6<sup>th</sup> Floor, Career Center Building</b>  City: <b>Kigali</b>  Country: <b>Rwanda</b></p> <p>The deadline for the submission of bids is:</p> <p><b>Date: 30<sup>th</sup>, December 2025,</b>  <b>Time: 10:00 a.m. local time,</b>  <b>Late bids shall not be accepted.</b></p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Street Address: <b>KG 541 ST,</b>  Floor/ Room number: <b>6<sup>th</sup> Floor, Career Center Building,</b>  City: <b>Kigali,</b>  Country: <b>Rwanda</b></p> <p>Date: <b>30<sup>th</sup>, December 2025,</b>  Time: <b>11 a.m local time</b></p>

	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 32.</b>	<p>Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF)</p> <p>The source of exchange rate shall be the National Bank of Rwanda: <b><i>Not applicable, The Bidder is required to quote only in the Rwanda Francs.</i></b></p>
<b>ITB 33</b>	Domestic preference shall not be a bid evaluation factor.
<b>ITB 34.3(a)</b>	Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
<b>ITB 34.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>N/A</i></p> <p>(a) Deviation in Delivery schedule: <i>N/A</i></p> <p>(b) Deviation in payment schedule: <i>N/A</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>N/A</i></p> <p>(d) The availability in Rwanda of spare parts and after-sale services for the equipment offered in the bid: <i>N/A</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment <i>N/A</i></p> <p>(f) The performance and productivity of the equipment offered; <i>N/A</i></p>
<b>ITB 34.6</b>	Bidders [ <i>insert “shall “or “shall not”</i> ] be allowed to quote separate prices for one or more lots. [ <i>refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate</i> ]

## Section III. Evaluation and Qualification Criteria

*This Section complements the Instructions to Bidders. It contains the criteria that the Procuring Entity may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

*[The Procuring Entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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## 1. Domestic Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Procuring Entity 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 the Procuring Entity, 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 the Procuring Entity's reclassification of the bid into its appropriate bid group.

The Procuring Entity 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))

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

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

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.*

- (b) Deviation in payment schedule. *[Insert one of the following]*

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 16.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

**or**

(ii) *The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in*

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*the initial period of operation specified in the BDS Sub-Clause 16.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

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

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 34.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 34.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 34.3(d).

- (f) Performance and productivity of the equipment. *[insert one of the following]*

(i) *Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 34.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 34.3(d).*

***or***

(ii) *An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 34.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 34.3(d).*



- (g) Specific additional criteria

*Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS Sub-Clause 34.3(d)]*

### **3. Multiple Contracts (ITB 34.6)**

The Procuring Entity 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)

The Procuring Entity 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, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

- (a) Financial Capability

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

- (b) Experience and Technical Capacity

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

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

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

7. Attached are copies of original documents of: *[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.

## Bid Submission Form

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

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

**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;

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- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 and GCC Clause 18 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the RPPA, under Rwanda laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **Price Schedule Forms**

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

## Price Schedule: Goods to be delivered

(Group C bids, goods to be imported)				Date: _____
Currencies in accordance with ITB Sub-Clause				Tender No: _____
15				Alternative No: _____
				Page N° _____ of _____
1	2	6	7	10
Item N°	Description of Goods	Quantity and physical unit	Unit price	Total Price
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price of the line item]</i>
			<b>Total Price (RWF)</b>	

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



# 1. Technical Specifications

Table: Items in Lots

N#	Item	Estimated Quantity	Specifications
<b>Lot one (1)</b>			
1.	Heavy-Duty Printer	1	<ul style="list-style-type: none"> <li>• <b>Printing Technology:</b> Color laser</li> <li>• <b>Functions:</b> Print, copy, scan, digital send</li> <li>• <b>Print Speed:</b> Up to 30 ppm</li> <li>• <b>Print Resolution:</b> 600 × 600 dpi</li> <li>• <b>Copy Speed:</b> Up to 30 cpm</li> <li>• <b>Copy Features:</b> Reduce/Enlarge (25%–200%)</li> <li>• <b>Scan Resolution:</b> Up to 1200 dpi</li> <li>• <b>Scan Speed:</b> Up to 30 cpm</li> <li>• <b>Maximum Scan Size:</b> ADF: 11 × 17 in (297 × 420 mm)</li> <li>• <b>Monthly Duty Cycle:</b> 5,000–10,000 pages</li> <li>• <b>Paper Sizes Supported:</b> A3 (if available), A4, A5</li> <li>• <b>Duplex Printing:</b> Automatic (standard)</li> <li>• <b>Connectivity:</b> Gigabit LAN, USB</li> <li>• <b>Warranty:</b> 3 years on-site, next business day</li> </ul>
	Toners	pair	<ul style="list-style-type: none"> <li>• Compatible with Heavy-Duty Printer</li> </ul>
<b>Lot two (2)</b>			
2.	Laptops	6	<ul style="list-style-type: none"> <li>• <b>Processor:</b> Intel® Core™ i7-1355U</li> <li>• <b>Screen:</b> 14inch and 15inch</li> <li>• <b>Memory:</b> 16 GB DDR4 SDRAM (on board)</li> <li>• <b>Storage:</b> 1 TB Solid State Drive</li> <li>• <b>Battery:</b> 3-cell, 43 Wh</li> <li>• <b>Graphics:</b> NVIDIA RTX 3060 / RTX 4060 and Intel Iris Xe</li> </ul>
	Laptop bags, Mouse and Power extension cables	6-bags 6-mouse 10-Extenions	(Unit price per each item)

	27" Curved LED monitors	3	27" Curved LED monitors
<b>Lot three (3)</b>			
<b>3.</b>	reMarkable Paper pro move	1	<ul style="list-style-type: none"> <li>• <b>Display:</b> 7.3-inch monochrome Canvas display, 954x1696 resolution</li> <li>• <b>Input:</b> Low-latency stylus with 4,096 pressure levels and tilt support</li> <li>• <b>Performance:</b> Dual-core 1.7 GHz ARM processor, 2 GB RAM, 64 GB internal storage</li> <li>• <b>Connectivity &amp; Power:</b> Wi-Fi (2.4/5 GHz), USB-C charging, up to two weeks battery life</li> </ul>

**Note:**

1. Please ensure that the unit price is indicated before the total amount is provided,
2. All items should be genuine,
3. Delivery period after receiving purchase order shall not exceed 10 days;

The tender will be conducted under an annual framework contract. *The estimated quantities are for evaluation purpose.* The items will be purchased on need basis upon issuance of a purchase order by ATL indicating all items to be delivered during the validity period of the contract.