ENERGY UTILITY CORPORATION LIMITED

BIDDING DOCUMENT

TITLE OF TENDER:	**TENDER DOCUMENT FOR SUPPLY OF UNDERGROUND FLEXIBLE SINGLE CORE CABLE**
TENDER REFERENCE NUMBER:	**11.07.022/033/G/2025-2026/NCB/EUCL-DTOM-PROC/MD/CG/033**
TYPE OF TENDER:	**GOODS**
PROCUREMENT METHOD	**NATIONAL COMPETITIVE BIDDING (NCB)**
DATE OF ISSUE	**FEBRUARY 2026**

ENERGY UTILITY CORPORATION LTD
PROCUREMENT UNIT

SBD 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

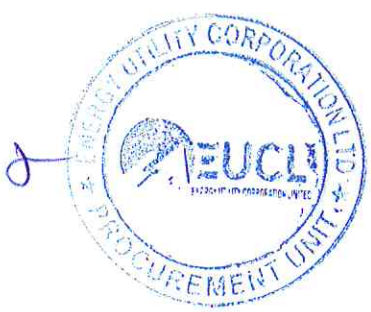
Section V. Supply Requirements

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.



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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ENERGY UTILITY CORPORATION LIMITED

TENDER NOTICE

TITLE OF THE TENDER: TENDER DOCUMENT FOR SUPPLY OF UNDERGROUND FLEXIBLE SINGLE CORE CABLE.

TENDER REFERENCE Nº: 11.07.022/033/G/2025-2026/NCB/EUCL-DTOM-PROC/MD/CG/33

PROCUREMENT METHOD: NATIONAL COMPETITIVE BIDDING (NCB)

CLIENT AND SOURCE OF FUND: ENERGY UTILITY CORPORATION LIMITED

1. Energy Utility Corporation Limited (EUCL) now invites sealed bids from eligible bidders for the SUPPLY OF UNDERGROUND FLEXIBLE SINGLE CORE CABLE
2. Bidding will be conducted through National Competitive Bidding (NCB) in accordance with the Procurement Procedures Manual of REG/EUCL.
3. The Bidding Document may be obtained by interested bidders for any working days from 06../03/2026, from 8:00 am to 5:00 pm at EUCL-REG Headquarters, 1st Floor, Room N° G114, in the Secretariat Office of the Procurement Management of EUCL, P.O Box 5634 Kigali, gruhumuriza@eucl.reg.rw or rmutungi@eucl.reg.rw; upon presentation of proof of payment of a non – refundable amount of Ten Thousand Rwandan Francs (10,000 Frw). This payment shall be made to Account Nº 25044962001/RWF opened at I & M Bank. Bids must be delivered to the address below **before or not later than 10:00am local time** on 27../03/2026. Electronic bidding **will not** be permitted. Late bids will be rejected and returned unopened.
4. All bids shall be accompanied by an original copy of bid security Two Million Four Hundred Thousand Rwandan Francs **(Frw 2,400,000)** issued by a reputable bank or other financial institutions with the validity period of One Hundred Fifty (150) days from the opening date of bids as per the format provided in the tender document.
5. Bids will be opened in a public session and in the presence of the bidders' representatives who choose to attend in person in the conference room at RE-EUCL Headquarters at **10:30 am local time on the same day.**
6. Well printed bids, properly bound and presented in four copies one of which is the original must reach the Secretariat of the Procurement Management at the address mentioned below not later than 27../03/2026 at 10:00 am. Late bids will be rejected and returned unopened.
   The address referred to above is:
   Attention: To the Managing Director,
   EUCL-REG Headquarters
   1st Floor, Room N° G114, at the Secretariat of the Procurement Management
   Kigali – Rwanda
7. The bids will remain valid for 120 days starting from the deadline of bids submission
8. The outer envelope should clearly indicated the tender number and title

Done at Kigali on 04../03../2026

Richard NTAMISIRE
Director of Corporate Services

Ronald MUTUNGI
Head Procurement Management Services

Claver GAKWAVU
Ag. Managing Director

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 REG/EUCL 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. In pursuance of this policy REG/EUCL:

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of

another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators to materially impede a REG/EUCL 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

(bb) acts intended to materially impede the exercise of the REG/EUCL's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) 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;

(c) 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

(d) 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 REG / EUCL 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 REG / EUCL Ltd.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 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.

4.2 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;

4.3 A Bidder that is under a declaration of ineligibility by the REG 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.**

4.4 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.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Procuring Entity shall reasonably request.

5 Eligible goods and Services

5.1 All the goods and 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 Document

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.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)

ENERGY UTILITY CORPORATION LTD EUCL

- Section III. Bidding Forms

PART 2 Supply Requirements

- Section IV. Schedule of Requirements

PART 3 Contract

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

7 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the address **specified in the BDS.** The Procuring Entity will respond in writing to any request for clarification, provided that such request is received not later than twenty-one (21) days for International Competitive Bidding and Fourteen days (14) days for National Competitive Bidding prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. 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 24.2.

8 Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

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 24.2



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.

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

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 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 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 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 should 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 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 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 Rwandan Francs.

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 the authority **specified in the BDS** prevailing on the deadline for submission of bids. 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 VI, 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;

(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 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 another authorized 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 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.



19.5 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.

19.6 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.

19.7 If a bid security is **not required in the BDS**, and

(a) 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

(b) 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 REG's Board of Directors to** declare the Bidder disqualified to be awarded a contract for a period **pursuant to the REG's Procurement Manual.**

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.

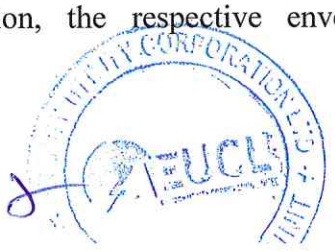
23 Late Bids

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 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. 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.

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:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.3 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 Nonconformities, 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.

Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
Price Schedules, in accordance with ITB Sub-Clause 12.2;
Bid Security, in accordance with ITB Clause 19, if applicable.



31. Examination of Terms and Conditions; Technical Evaluation

31.1 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.

31.2 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.

31.3 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 be a factor in bid evaluation, as specified further in the **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 consider:

(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. REG/EUCL 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. REG/EUCL'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 notify other bidders that their bids were not successful and will discharge their bid security, pursuant to ITB Clause 19.4.



41. Signing of Contract

(ii) Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.

(iii) Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Client.

(iv) 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 seven (7) days of the 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 IX 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. 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. Bidding shall be conducted in accordance with the REG procurement procedures user manual. Whenever there is a conflict, between that REG procurement procedures user manual and other provisions of this tender document the provisions of the REG procurement procedures user manual shall prevail.

ITB Clause Reference	**A. General**
ITB 1.1	The Procuring Entity is: **Energy Utility Corporation Limited/ EUCL**
ITB 1.1	The name and identification number of the tender are: **11.07.022/033/G/2025-2026/NCB/EUCL-DTOM-PROC/MD/CG/033** The name of the tender: **TENDER DOCUMENT FOR SUPPLY OF UNDERGROUND FLEXIBLE SINGLE CORE CABLE**
ITB 2.1	The Source of funds: **EUCL**
ITB 2.1	The name of the Project is: **N/A**
ITB 4.3	A list of firms debarred from participating in Rwandan tenders is available at; **Rwanda Public Procurement Authority** **Plot No.2, KN 3 AV** **P.O .Box: 4276 KIGALI/RWANDA** **Tel: (+250) 786582957** **E-mail** *: info@rppa.gov.rw* Website: *www.rppa.gov.rw*
	B. Contents of Bidding Documents
ITB 7.1	For **Clarification of bid purposes** only, the Procuring Entity's address is: **Head of Procurement Unit** **Energy Utility Corporation Limited (EUCL Ltd)** Attention: *Head of Procurement Unit;* Address: *KN82 ST 3, Nyarugenge District, Kigali City,* *P. O. Box 5634 Kigali, Rwanda.* *1st floor REG EUCL's Headquarters* City: *Kigali City* Telephone: *Tel: (+250) 799373402.*

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	E-mail address: gruhumuriza@eucl.reg.rw; rmutungi@eucl.reg.rw;
	C. Preparation of Bids
ITB 10.1	The language of the bid is: **English** *Bidders are required to submit their bids in English as indicated above.*
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: ***A. Preliminary evaluation*** a) Bid submission form as per provided by the tender document, signed, dated and stamped; b) Copy of certificate of domestic company registration issued by RDB; c) All bids shall be accompanied by original copy of bid security of Two Million Four Hundred Thousand Rwandan Francs (Frw 2,400,000) issued by a reputable bank or other financial institutions with the validity period of One Hundred Fifty (150) days from the opening date of bids and as per the format provided by the tender document; d) Provide the one (1) certificate of good completion related for the supply of different electrical materials, the certificate of good completion must have the value of Eighty-Four Million Rwandan Francs (84,000,000 Frw). The certificate issued by the private company must be supported by its signed contract. e) Copy of receipt of proof of purchase of the tender document; f) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of attorney) if any. Power of attorney must be notarized. ***B. Technical evaluation*** a) Detailed description and performance characteristics of the goods/services to be supplied establishing conformity to technical specifications provided in the tender document. C. ***Administrative evaluation*** a) Valid copy of the clearance certificate issued by RSSB; b) Valid copy of the tax clearance certificate issued by RRA ***D. Financial evaluation*** *a. Price schedule* *b. The supplier may quote in any convertible currency, but the payment shall be made only in Rwandan Francs*
ITB 13.1	Alternative Bids shall **not be** considered.



ITB 14.5	The INCOTERMS edition is: **2020/Delivery Duty Paid (DDP) means that;** **-the Supplier will deliver the required supplies at EUCL stores located at Kanzenze- Bugesera District** **- the offer must include all applicable local taxes.**
ITB 14.6 (b) (i) and (c) iii)	**Place of Destination:** **-For Supplies - EUCL WAREHOUSES LOCATED AT KANZENZE- BUGESERA DISTRICT**
ITB 14.6 (a) (iii);(b) (ii) and (c) (v)	**"Final destination (Project Site)":** **-For Supplies - EUCL WAREHOUSES LOCATED AT KANZENZE- BUGESERA DISTRICT**
ITB 14.6 (b) (iii)	In addition to the DDP price, the price of the Goods manufactured outside Rwanda shall be quoted as per Bidding Document forms.
ITB 14.7	The prices quoted by the Bidder **shall not *be* adjustable** for the entire duration of the contract
ITB 14.8	• Prices quoted for each lot shall correspond at least to **100 %** of the items specified for the lot: • Prices quoted for each item of the lot shall correspond at least to **100 %** of the quantities specified for this item of the lot.
ITB 15.1	The Bidder is required to quote in different convertible currency.
ITB 15.3	The authority to establish the exchange rate shall be the: Central Bank of Rwanda (BNR)
ITB 16.3	Period of time within which Goods are expected to be functioning. From the reception of materials
ITB 17.1 (a)	Manufacturer's authorization is not required
ITB 17.1 (b)	After sale services are not required
ITB 18.1	The bid validity period shall be **120** after the date of the bids opening.
ITB 19.1	Bid shall include a Bid Security ***issued by bank or other financial institution.*** *As per* included in Section IV Bidding Forms.
ITB 19.2	Amount of the Bid Security shall be as follows; Two Million Four Hundred Thousand Rwandan Francs (Frw 2,400,000)
ITB 19.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, EUCL will declare the Bidder ineligible to be awarded the contract and future contracts by EUCL for a period of 3 years. a) Forgery of documents



	b) collusion with other bidders to influence the outcome of the bidding process c) if it is ascertained there is an undeclared conflict of interest d) Connivance with EUCL Staff to influence the award of contract
ITB 20.1	In addition to the original of the bid, the number of copies is: **3 copies**
	D. Submission and Opening of Bids
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **Tender reference No. 11.07.022/033/G/2025-2026/NCB/EUCL-DTOM-PROC/MD/CG/033** **TENDER DOCUMENT FOR SUPPLY OF UNDERGROUND FLEXIBLE SINGLE CORE CABLE.**
ITB 22.1	For bid submission purposes, the Procuring Entity's address is: **Secretariat of the Head Procurement Manager** **KN82 ST 3, Nyarugenge District, Kigali City, PO Box 5634 Kigali, Rwanda.** **Tel: (+250) 799373402** The deadline for the submission of bids is: Date: **27/03/2026** Time: **10:00" AM local time**
ITB 25.1	The bid opening shall take place at: **Main conference room of REG/EUCL** Date **27/03/2026** Time: **10:30" AM local time**
	E. Evaluation and Comparison of Bids
ITB 32.1	Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF), for evaluation purposes. The source of exchange rate shall be the National Bank of Rwanda/www.bnr.rw The date for the exchange rate shall be the bids opening date
ITB 33	Domestic preference **shall not be** a bid evaluation factor
ITB 34.1 (a)	The Evaluation will be done ***for entire lot.*** (administrative requirements, and technical qualification) - Compliance with preliminary requirements, see administrative documents - Compliance with technical specifications; - Compliance with the schedule of unit prices; - The lowest bidder by total unit price for all items will be retained



	Note: *If a Price Schedule shows items listed but not priced, the lot shall be considered as incomplete. An item not listed in the Price Schedule shall be assumed to be not included in the bid.* *The Tender shall be awarded to the lowest evaluated bidders by total unit price* *Where required, the procuring entity (EUCL), with the assistance of competent institutions, may or may not conduct post qualification on the bidders before awarding the tender.*
ITB 34.2 (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: **No**. (b) Deviation in payment schedule: **No**. (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: **NO** (e) The projected operating and maintenance costs during the life of the equipment: **yes**. (f) the performance and productivity of the equipment offered: **Yes** **Technical specifications: The product must meet the specifications outlined in the supplying requirements**
ITB 34.6	Bidders **are** allowed to quote separate prices for more than one lots.
	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased or decreased is: **20%. This can be also increased or decreased up to 30% subject to the approval from EUCL authorities**

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 bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of four 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 and companies registered in Rwanda

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 or B 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 Fifteen (15) percent of the DDP (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)

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

Cost of major replacement components, mandatory spare parts, and service.

or

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

(c) Projected operating and maintenance costs.

(d) Specific additional criteria

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:

(i) 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): *NA*

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(b) Experience and Technical Capacity

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

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

(d) Where required, the procuring entity (EUCL), with the assistance of competent institutions, may or may not conduct post qualification on the bidders before awarding the tender; Yes

(e) Outcomes of the aforementioned post qualification may be a basis for rejection of the bidder; Yes

Similar references as described in the data sheet (11.1)

The Bidder shall furnish documentary evidence to demonstrate that the Goods and Services it offers meet the following usage requirement: one good completion certificate is required



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]*
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.



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 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:

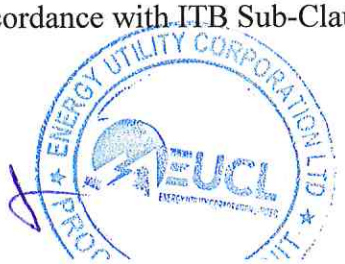
Discounts: If our bid is accepted, the following discounts shall apply._____ **[***Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

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;

(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 REG/EUCL or RPPA, under Rwanda laws/ official regulations, in accordance with ITB Sub-Clause 4.3;

(k) 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.

(l) 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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Bid Security

[The financial institutions shall fill in this bid Guarantee Form in accordance with the instructions indicated.]

_____

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

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under 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 financial institution]* 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 the Procuring Entity 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.

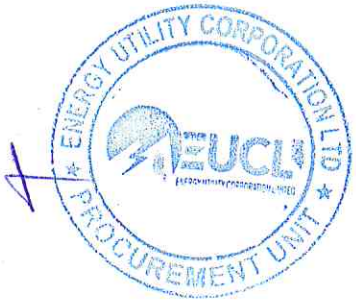
We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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 signature*



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.]*

NOTE: QUOTED PRICES SHOULD BE DDP



PART 2 – Supplying Requirements

Price Schedule: Goods Manufactured Out side Rwanda: TENDER DOCUMENT FOR SUPPLY OF UNDERGROUND FLEXIBLE SINGLE CORE CABLE

Rwanda _____				(Group A and B bids) Currencies in accordance with ITB Sub-Clause 15					Date: 17/02/2026 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. 5×6)	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	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB	Total Price per line item
1	Underground flexible single core cable		120 days	1000 meters						
									Total Price DDP (All taxes inclusive)	

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 –

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 (DDP)	Total Price per Service DDP (Col. 5*6 or estimate)
				Total Bid Price DDP (All taxes inclusive)		

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)
									Total Price DDP (All taxes inclusive)	

1. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. 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
[insert Service No]	*[insert description of Related Services]*	*[insert quantity of items to be supplied]*	*[insert physical unit for the items]*	*[insert name of the Place]*	*[insert required Completion Date(s)]*

1. If applicable

3. SPECIFITATIONS FOR THE UNDERGROUND FLEXIBLE SINGLE CORE CABLE 120 mm², 18/30 Kv Flexible EPR MV Cable

(With 25 mm² braided copper screen)

1. General Characteristics

NO	ItemS	EUCL Requirements	Supplier's offer
1	Cable type	Flexible single-core medium-voltage cable	
2	Voltage rating (U_0 / U)	18/30 Kv	
3	Max system voltage	36 Kv	
4	Insulation material	EPR rubber (Ethylene-Propylene Rubber)	
5	Outer sheath	Heavy-duty rubber (black or red)	
6	Application	Flexible MV connections, industrial, mobile equipment, mining, reeling, substations	
7	Minimum bending radius	≤6 × overall diameter (fixed installation)	
8	Temperature range (operation)	–40°C to +90°C	
9	Maximum conductor temperature (short-circuit)	+250°C (≤5 s)	

2. Conductor

NO	Item	EUCL Requirements	Supplier's offer
1	Conductor material	Flexible stranded copper, Class 5	
2	Cross-section	120 mm²	
3	DC resistance (20°C)	0.153 Ω/km	
4	AC resistance (90°C)	0.196 Ω/km	

3. Screen (Braided Copper Wires)

NO	Item	EUCL Requirements	Supplier's offer
1	Screen type	0.25–0.30 mm	
2	Individual wire diameter	25 mm²	
3	Total copper cross-section	0.75–0.80 Ω/km	
4	DC resistance of screen	70–85%	
5	Typical screen coverage	Grounding, fault current return path, electric field control	
6	Function	0.25–0.30 mm	



4. **Short-Circuit Ratings (1 second)**

NO	**Item**	**EUCL Requirements**	**EUCL Requirements**	**Supplier's offer**
1	Component	Cross-section	Short-circuit current (1 s)	
2	Main conductor	120 mm²	17.2 Ka	
3	Copper braid screen	25 mm²	3.6 Ka	

5. **Electrical Characteristics (per kilometer)**

NO	**Item**	**EUCL Requirements**	**Supplier's offer**
1	Inductance (L)	0.35 Mh/km	Inductance (L)
2	Inductive reactance (X, 50 Hz)	0.11–0.14 Ω/km	Inductive reactance (X, 50 Hz)
3	Capacitance (C)	0.20–0.30 µF/km	Capacitance (C)
4	Charging current @ 18 Kv	1.8–2.0 A/km	Charging current @ 18 Kv
5	Conductor impedance @ 90°C	0.15–0.16 Ω/km (magnitude)	Conductor impedance @ 90°C
6	Frequency	(50)/60 Hz	Frequency

6. **Physical Characteristics (Typical)**

NO	**Item**	**EUCL Requirements**	**Supplier's offer**
1	Overall diameter	32–36 mm	
2	Weight	2,000–2,200 kg/km	
3	Sheath color	Red	

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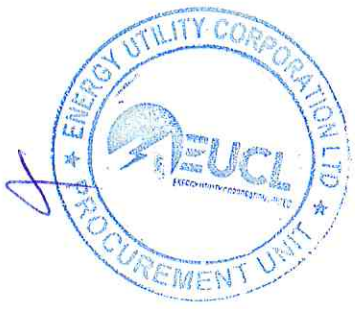
(c) Drawings

These Bidding Documents includes *[insert "the following" or "no"]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	**Drawing Name**	**Purpose**

The following inspections and tests shall be performed: *[insert list of inspections and tests]*



PART 3 - Contract



Section VI. General Conditions of Contract

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This CONTRACT hereinafter referred to as the "**Contract**" is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms....., the ..... of the Ministry of ...../name of the Public Institution (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) the Procuring Entity 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 the Procuring Entity 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) the Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the ("Funding Institution") towards the cost of the goods and related services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

Or (c) the Procuring Entity has received Government funds and intends _____

Or (c) the Procuring Entity 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

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2. The mutual rights and obligations of the Procuring Entity 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) the Procuring Entity 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 of the day and year hereunder written.

For and on behalf of *[name of the Procuring Entity]*

_____

[Authorized Representative]

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

_____

[Authorized Representative]



Section VI. General Conditions of Contract

1. Object of the contract

1.1 The object of this contract is to supply to the procuring entity 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 the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity 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.

(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 by the Procuring Entity 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

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

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

(i) "corrupt practice"[1] means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity the action of a public official in the procurement process or in contract execution;

(v) "fraudulent practice"[2] 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 or omission of facts in



order to influence a procurement process or the execution of a contract;

(iii) "collusive practice"[3] means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and

(iv) "coercive practice"[4] 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 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;

(v) "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

(ii) acts intended to materially impede the exercise of RPPA's inspection and audit rights provided for under Clause 10 [Inspections and Audits by RPPA].

11.4 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 the Procuring Entity 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 20% 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.

10 Language

10.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, 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.

10.1 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.

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 the Procuring Entity 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 the Procuring Entity.

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.

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

13 Governing Law

13.1 The 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.

14.1 Other 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 and Audit by RPPA

15.1 The Supplier shall permit RPPA and/or persons appointed by RPPA to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by RPPA if required by RPPA. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of RPPA's inspection and audit rights provided for under Clause 10 constitute a prohibited practice subject to contract termination as well as to be excluded from participating in public procurement.

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 the Procuring Entity 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 the Purchaser, but in no case later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity 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.

20.5 In the event of a disputed invoice, the Procuring Entity 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 Procuring Entity 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 the Purchaser.

21.3 If a specific law provides for tax exemptions, reductions, allowances or privileges the Procuring Entity 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 the procurement regulation, 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 the Procuring Entity 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 the Purchaser; and shall be in one of the format stipulated by the Procuring Entity **in the SCC,** or in another format acceptable to the Purchaser.

22.4 The Performance Security shall be discharged by the Procuring Entity 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 the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity 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 The Procuring Entity 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 the Procuring Entity 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 The Procuring Entity 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 the Procuring Entity for any purpose other than the performance of the Contract.

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) the Procuring Entity or Supplier need to share with RPPA or other institutions participating in the financing of the Contract;

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

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

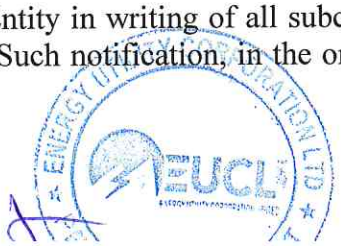
(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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 the Procuring Entity 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 the Procuring Entity, by giving a notice of such disclaimer to the Purchaser.

(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 the Procuring Entity and shall be treated in accordance with GCC Clause 33.

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 Purchaser.

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 the Procuring Entity 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 the Purchaser.

30.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

30.5 The Procuring Entity 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 the Procuring Entity with a report of the results of any such test and/or inspection.

30.7 The Procuring Entity 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

30.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity 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, the purchaser may without prejudice to other available remedies for the purchaser, 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 5% of the contract price. Once the maximum is reached, the purchaser 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

32.1 The Supplier warrants that all the Goods are new, unused, 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.

32.2 Subject 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.

32.3 Unless 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.

32.4 In case of any defect the Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

32.5 Upon 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 the Purchaser.

32.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC,** the Procuring Entity 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 the Procuring Entity may have against the Supplier under the Contract.

33 Patent Indemnity

33.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Entity 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 the Procuring Entity 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 the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity'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 the Procuring Entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

33.5 The Procuring Entity 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 The Procuring Entity 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 the Procuring Entity.

34 Limitation of Liability

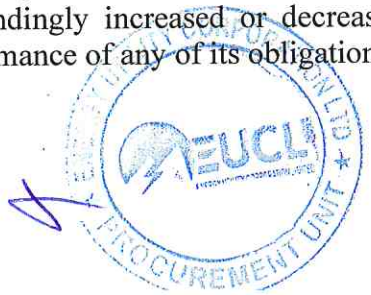
34.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Procuring Entity, 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 the Procuring Entity and

(b) the aggregate liability of the Supplier to the Procuring Entity, 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 the Procuring Entity 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 the Purchaser in writing within five (5) days of such condition and the cause thereof. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by the Purchaser 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 The Procuring Entity 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 Purchaser;

(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 must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity'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 the law on public procurement as modified and completed to date.

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 the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity 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 Procuring Entity, 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 the Procuring Entity 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 the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity 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 the Procuring Entity 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.

39.2 Termination for Insolvency.

(a) The Procuring Entity 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 the Purchaser

39.3 Termination for Convenience.

(a) The Procuring Entity, 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 Procuring Entity'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 the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

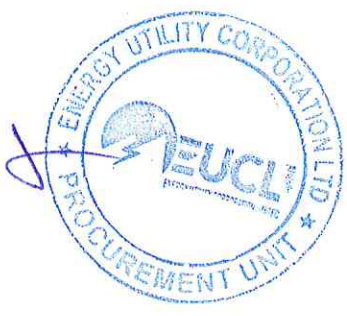
(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

40 Assignment

40.1 Neither the Procuring Entity 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 to the Procuring Entity, 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 the Procuring Entity and of RPPA 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 the purchaser's convenience pursuant to Sub-Clause 39.3.



Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 2.1(i)	The *Procuring Entity* is: Energy Utility Corporation Ltd (EUCL),
GCC 2.1 (n)	The Project Site: EUCL store, Kanzenze, Bugesera District
GCC 3.2 (b)	The version edition of INCOTERMS shall be **2010/Delivery Duty Paid (DDP)**
GCC 10.1	The language shall be: **English or French**
GCC 12.1	For **notices**, the *Procuring Entity*'s address shall be: ***Attention: Managing Director*** ***Energy Utility Corporation Limited (EUCL)*** ***KN82 ST 3, Nyarugenge District, Kigali City*** ***P.O Box 5634 Kigali, Rwanda.*** ***Tel: (+250) 788181294, e-mail: info@eucl.reg.rw*** ***Website:*** www.reg.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: Option for litigation: "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 18.1	A Performance Security *shall be required* *the amount of the Performance Security shall be* ***negotiated in the line with the Public Procurement Law and REG procedure Manual***
GCC 18.3	If required, the Performance Security shall be in the form of: *a Bank Guarantee or other financial institution* If required, the Performance security shall be denominated in *a freely convertible*

	currency acceptable to the Procuring Entity
GCC 18.4	Discharge of the Performance Security shall take place: ***100% of total amount will be returned to the supplier within 30 days*** after date of final acceptance of goods ***of goods by the client (EUCL)***
GCC 19	The prices charged for the Goods supplied and the related Services performed ***shall not*** **be adjustable for duration of this contract**
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 **100% after delivery** to the following account: Account Holder: …….. Account number: …… Bank Name: …… Bank Address:…….. Payment of invoice shall be made in Rwandan francs (Frw) within forty (45) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.
GCC 27.2	The packing, marking and documentation within and outside the packages shall be: [*insert in detail the type of packing required, the markings in the packing and all documentation required]* N/A
GCC 28	The insurance coverage shall be as specified in the INCOTERMS. If not in accordance with INCOTERMS, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency an amount]*
GCC 29	Responsibility for transportation of the Goods shall be as specified in the INCOTERMS. If not in accordance with INCOTERMS, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Rwanda, defined as the Project Site, transport to such place of destination in Rwanda, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]*

GCC 30.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 30.2	The Inspections and tests shall be conducted at: ***the place of destination at*** **EUCL stores located at Kanzenze, Bugesera District**
GCC 31	The liquidated damage shall be: ***0.001*** **per day** The maximum amount of liquidated damages shall be: ***3%*** **beyond which the contract may be terminated.** Once the contract is not terminated while the maximum of liquidated damages of 3% is reached it will be extended for a number of days determined by the client and penalties shall continue to accrue until final delivery.
GCC 32.3	The period of validity of the Warranty shall be: One *(1) year* For purposes of the Warranty, the place(s) of destination(s) shall be: ***EUCL stores at Kanzeze- Bugesera District***
GCC 32.5	The period for replacement shall be: ***45*** **days.**
GCC 32.6	The period for repair the defect shall be: ***20*** **days.**
GCC 38	The period for notification of the cause and the likely duration of *delay* ***is 5 days before the deadline of delivery***

ENERGY UTILITY CORPORATION LTD
EUCL
PROCUREMENT UNIT

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 the Government of Rwanda represented by Mr/Mrs/Ms....., the ..... of the Ministry of ...../name of the Public Institution (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) the Procuring Entity 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 the Procuring Entity 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;

(d) the Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the ("Funding Institution") towards the cost of the goods and related services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

Or (c) the Procuring Entity has received Government funds and intends _____

Or (c) the Procuring Entity 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 the Procuring Entity 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) the Procuring Entity 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 of the day and year hereunder written.

For and on behalf of *[name of the Procuring Entity]*

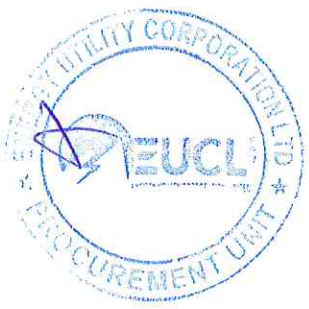
_____

[Authorized Representative]

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

_____

[Authorized Representative]



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[5]) 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 acceptance of 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]

ENERGY UTILITY CORPORATION LTD
EUCL
PROCUREMENT UNIT

1. Bank Guarantee for Advance Payment

[The Bank, 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 of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of 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 an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)6 in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for 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 to above must have been received by the Supplier on its account *[insert numberand domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier 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]

6 *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 the Purchaser.*

