



REQUEST FOR PROPOSAL FOR ACCOUNTING SOFTWARE

Title of the Tender: Provision of Accounting Software

Tender Reference Number: 008/NCB/ATL/11/2022-2023

Procurement Method: Open Tendering

Date of Issue: November 28th, 2022

PREFACE

This Standard Bidding Document (SBD) document has been prepared by Aviation Travel and Logistics Holding Ltd (ATL Ltd) for the procurement of goods and related services. The procedures and practices presented in this SBD have been developed to reflect the requirements of ATL Procurement Procedures provided in ATL procurement manual. These procedures also reflect the best international procurement practices.

This SBD for the Procurement of Goods and Related services is suitable for use under both National and International open tender. It is also suitable for the National and International restricted tender.

The SBD is comprised of three parts, namely; the Bidding procedures, Supply requirements and the Contract.

Before using this SBD, all ATL employees not limited to procurement unit staff, internal tender committee should be familiar with ATL procurement manual which has been prepared to provide guidance in the conduct of the procurement process.

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

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.

Table of Contents

PREFACE	I
SUMMARY	II
PART 1 – BIDDING PROCEDURES	2
TENDER NOTICE (TN) / INVITATION FOR BIDS (IFB)	3
Section I. Instructions to bidders, Bid Data Sheet (BDS)	4
A. General	4
B. Contents of Bidding Documents	7
C. Preparation of Bids	8
D. Submission and Opening of Bids	15
E. Evaluation and Comparison of Bids	16
F. Award of Contract	22
Section II. Bid Data Sheet (BDS)	24
Section III. Evaluation and Qualification Criteria	28
1. Domestic Preference (ITB 33)	29
2. Evaluation Criteria (ITB 34.3 (d))	29
3. Multiple Contracts (ITB 34.6)	30
4. Postqualification Requirements (ITB 36.2)	30
Section IV. Bidding Forms	33
Bidder Information Form	33
Joint Venture (JV) Partner Information Form	34
Bid Submission Form	35
Price Schedule Forms	37
Price and Completion Schedule - Related Services	38
PART 2 – SUPPLYING REQUIREMENTS	39
Section V. Supply Requirements	39
Notes for Preparing the Schedule of Requirements	39
1. List of Goods and Delivery Schedule	40.
List of Related Services and Completion Schedule	41
3. Technical Specifications	42

PART 1 – Bidding Procedures

Invitation for Bids (IFB)

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

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

ATL (Hereinafter referred to as “Client”) hereby invites eligible suppliers to provide proposals on the following:

Provision of Accounting Software

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

All bids shall be accompanied by a declaration of commitment and will be physically submitted not later than **January 4th, 2023 at 10:00 am (Kigali Time)** on below address:

**ATL OFFICE
CAREER CENTER BUILDING
KG 541 ST NEAR UNIVERSITY OF KIGALI**

Late bids will be rejected and returned unopened. Bids will be opened on the same day at **11:00 am (Kigali Time)**.

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

Sincerely,

Jules NDENGA
Interim CEO



Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 Aviation Travel and Logistics Holding Ltd issues these Bidding Document for the Accounting Software incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding procurement are specified in the BDS.
- 1.2 Throughout these Bidding Documents:
- 1.3 “Client/Procuring Entity” means Aviation Travel and Logistics Holding Ltd;
- 1.4 “Data Sheet” means such part of the Instruction to Bidders used to reflect specific assignment conditions;
- 1.5 “Day” means calendar day;
- 1.6 “Instruction to Bidders” (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.
- 1.7 “SBD” means small the Standard Bidding Document, which must be used by the Client/procuring entity as a guide for the preparation of the Bidding Document.
- 1.8 The “lowest-evaluated bid” means a bid which is substantially responsive and offers the lowest price.

2. Source of Funds

ATL (hereinafter called “Client”) specified in the BDS has received funds (hereinafter called “funds”) from the source of fund 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

Aviation Travel and Logistics procurement policy requires that all bidders, service providers and ATL representatives, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, Aviation Travel and Logistics Holding defines, for the purposes of this provision, the terms set forth below as follows:

- (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence ATL staff connected to tender proceedings at any stage;

- (i) **“Fraudulent practice”** means any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead an ATL staff to obtain financial or other benefit;
- (ii) **“Collusive practice”** means an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the ATL staff;
- (iii) **“Coercive practice”** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;
- (iv) **“Obstructive practices”** means destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to materially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its information about matters relevant to the investigation or from pursuing the investigation.

ATL shall 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 and/or obstructive practices in competing for the contract in question;

ATL shall sanction a company or individual by debarment, either indefinitely or for a stated period of time, if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive, coercive and/or obstructive practices in competing for, or in executing, a contract. Prior to debarment, the company or individual may be suspended for investigation reasons.

4. Eligible Bidders

- 4.1. Eligible bidders to ATL are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession.
- 4.2. Participation is open on equal conditions to all companies or persons fulfilling the requirements herein except where:
 - (i) The bidder is currently blacklisted by either ATL or any public institution,
 - (ii) The bidder has been prosecuted and found guilty in court, including any appeals process on

corruption charges,

- (iii) The bidder is bankrupt,
- (iv) The bidder has been excluded in accordance with regional or international conventions.

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

- 4.3. A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they;
 - (a) Are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of 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;
- 4.4. A bidder that is under a declaration of ineligibility by ATL in accordance with ITB Clause 3, at the date of contract award, shall be disqualified;
- 4.5. Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the client;
- 4.6. Bidders shall provide such evidence of their continued eligibility satisfactory to ATL, as ATL shall reasonably request.

5. Eligible Goods and Related Services

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

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Part 1 which include all the sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8;

6.2

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

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

6.3 The invitation for Bids issued by ATL is part of the Bidding Documents.

6.4 ATL is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from.

6.5 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or document required by the Bidding Documents may result in the rejection of the bid.

6.6 Administrative documents required from bidders shall refer to the Laws in force in the Bidder's home country.

7. Clarification of Bidding Documents

Any bidder may request in writing to ATL, at its address mentioned in the BDS, for clarifications on the bidding document. ATL shall respond to any request for clarification within (7) days from the day of its

reception. ATL shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by ATL. Should ATL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.3.

8. Modification to the Bidding Documents

- 8.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, ATL may modify the bidding document by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding document and shall be communicated and forwarded in writing to all bidders who had bought the bidding document¹ and shall be made public through the communication channel that ATL used to advertise the initial tender notice. Bidders who were given copies of addendum after they had bought the bidding document shall acknowledge receipt of each addendum in writing to ATL.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, ATL may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.3.

C. Preparation of Bids

9. Cost of Bidding

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

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

10. Language of Bid

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

11. Documents Comprising the Bid

The Bid shall comprise the following:

- a) Price schedules properly organized
- b) The Trading License
- c) The Social Security certificate
- d) The tax clearance certificate
- e) A declaration of commitment
- f) Technical specifications
- g) Provide three references from public institutions which show that the bidder executed similar tender confirmed by completion certificates

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

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

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

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

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition,

published by The International Chamber of Commerce, as specified in the **BDS**.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:

(a) For Goods manufactured in Rwanda:

- (i) The price of the Goods quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) Any Rwandan sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.

(b) For Goods manufactured outside Rwanda, to be imported:

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

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

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

- (i) The price of the Goods, including the original import value of the Goods; plus any

mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

- (ii) The custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) The price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) Any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) The price of each item comprising the Related Services (inclusive of any applicable taxes).

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

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

15. Currencies of Bid

15.1 The Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **BDS**.

15.2 The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the Rwanda Francs.

15.3 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by Central Bank or any other authority **specified in the BDS** prevailing on the deadline for submission of bids or on any other date specified in the bidding document. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 26.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

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

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

17. Documents Establishing the Qualifications of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to ATL'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 ATL as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, ATL 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 authorised financial institution;
 - (b) Be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable;
 - (c) Be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by ATL prior to bid submission;
 - (d) Be payable promptly upon written demand by ATL 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 ATL as non-responsive.

- 19.4 A bid security issued by a local institution to guarantee a bid that was sent by a foreign bidder from hi/her country before the bid submission deadline, may be presented on the opening date and shall be considered as part of that bid.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 19.6 The Bid Security may be forfeited executed:
- (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.
- 19.7 The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid.
- 19.8 If a bid security is not required in the BDS, and
- 19.9 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- 19.10 If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42.

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 ATL 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 ATL 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 ATL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

ATL 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 ATL 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 ATL shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

25.2 Only envelopes that are opened and read out at Bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-C ATL clause 23.

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

28. Responsiveness of Bids

- 28.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 28.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- 28.2.1 Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- 28.2.2 Limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
- 28.2.3 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. Non conformities, Errors, and Omissions

- 29.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 29.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

30. Preliminary Examination of Bids

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

31. Examination of Terms and Conditions; Technical Evaluation

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

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

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

32. Conversion to Single Currency

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

33. Domestic Preference

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

34. Evaluation of Bids

- 34.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 34.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 34. No other criteria or methodology shall be permitted.
- 34.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) Evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 12;
 - (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
 - (c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) Adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) Adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.
- 34.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in Rwanda, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) In the case of Goods manufactured outside Rwanda, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to

the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

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

35. Comparison of Bids

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

36. Post-qualification of the Bidder

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

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

The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

38. Award Criteria

The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit

prices or other terms and conditions of the bid and the Bidding Documents.

40. Notification of Award

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

41. Signing of Contract

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

42. Performance Security

- 42.1 Within 15 and 21 days for National Competitive Bidding and International Competitive Bidding

respectively, after receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Procuring Entity.

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

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

ITB Clause Reference	008/NCB/ATL/11/2022-2023
A. General	
1.1	<p>The Procuring Entity is: Aviation Travel an Logistics Holding Ltd (ATL)</p> <p>The name of the tender: Provision of Accounting Software</p> <p>Identification number of the tender: 008/NCB/ATL/11/2022-2023</p>
2.	The Source of funds: Aviation Travel and Logistics Holding Ltd (ATL)
4.3	A list of firms debarred from participating in Rwandan tenders is available www.rppa.gov.rw
B. Contents of Bidding Documents	
7.1	<p>Clarifications may be requested not later than 7 before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;">Interim Chief Executive Officer Aviation Travel and Logistics Holding Ltd (ATL) 6th Floor, Career Center P.O. Box 266 KIGALI</p> <p style="text-align: center;">Email: administration@atl.rw, procurement@atl.rw</p>
C. Preparation of Bids	
10	The language of the bid is: English
	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1) Bid submission form and Price schedules well printed and properly organized, 2) Copy of Trading License (RDB Certificate), 3) Valid Copy of the Social Security Certificate (RSSB), 4) Valid Copy of the Clearance Certificate (RRA), 5) Declaration of Commitment, 6) Technical Specifications,

ITB Clause Reference	008/NCB/ATL/11/2022-2023
	7) At least three Certificates of good completion of commercial entities with similar complexity to ATL's, 8) Company profile of the Bidder, 9) Qualification and experience required. The people assigned to the training part of the assignment should have accounting knowledge supported by a certificate (CPA/ACCA) or Bachelor's Degree in Accounting.
13	Alternative Bids shall not be considered.
14.5	The INCOTERMS edition is: INCOTERMS 2020 .
14.6 (b) (i) and (c) (iii)	Place of Destination: Aviation Travel and Logistics Holding Ltd (ATL) Office .
14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: Aviation Travel and Logistics Holding Ltd (ATL) Office .
14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Rwanda shall be quoted: DDP 2020 .
14.7	The prices quoted by the Bidder shall not be adjustable.
14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.
15.1	The Bidder is required to quote in the Rwanda Francs the portion of the bid price that corresponds to expenditures incurred in that currency.
15.3	The authority to establish the exchange rate shall be the “ National Bank of Rwanda ”.
16.3	Period of time within which Goods are expected to be functioning (for the purpose of spare parts): Not Applicable .
17 (a)	Manufacturer’s authorization is: Not Required .

ITB Clause Reference	008/NCB/ATL/11/2022-2023
17 (b)	After sale services is: Required.
18.1	The bid validity period shall be 120 days starting from the bids opening date.
20.1	In addition to the original of the bid, the number of copies is: Three (3).
D. Submission and Opening of Bids	
21.2 (c)	<p>For bid submission purposes, ATL’s address is:</p> <p style="text-align: center;">Interim Chief Executive Officer Aviation Travel and Logistics Holding Ltd 6th Floor, Career Center P.O. Box 266 KIGALI</p> <p style="text-align: center;">Email: procurement@atl.rw</p> <p>Proposals must be submitted physically no later than the following date and time : 4th, January 2023 at 10:00am (KIGALI TIME)</p> <p>Bids opening shall take place at: 4th, January 2023 at 11:00am (KIGALI TIME)</p>
E. Evaluation and Comparison of Bids	
32.	Bid prices expressed shall be in Rwanda Francs (RWF)
33	Domestic preference shall be a bid evaluation factor.
34.3(a)	Evaluation will be done following the compliance of the requirements by bidders.

ITB Clause Reference	008/NCB/ATL/11/2022-2023
34.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: Yes (b) Deviation in payment schedule: No (c) The cost of major replacement components, mandatory spare parts, and service: No (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: No (f) The performance and productivity of the equipment offered: No
34.6	Bidders shall NOT be allowed to quote separate prices for one or more lots.
F. Award of Contract	
39.	The maximum percentage by which quantities may be increased or decreased is: 20%

Delivery shall be made in a period not exceeding five (5) days starting from the date of the reception of purchase order.

Section III. Evaluation and Qualification Criteria

Contents

- 1. Domestic Preference (ITB 33) 28
- 2. Evaluation Criteria (ITB 34.3 (d)) 28
- 3. Multiple Contracts (ITB 34.6) 30
- 4. Postqualification Requirements (ITB 36.2)..... 31

1. Domestic Preference (ITB 33): APPLICABLE

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

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

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

2. Evaluation Criteria (ITB 34.3 (d))

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

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

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

- (b) Deviation in payment schedule. [Insert one of the following]
 - (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment

schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

or

(ii) The SCC stipulates the payment schedule specified by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 34.3 (d).

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

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

or

(ii) The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 16.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.

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

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

(e) Projected operating and maintenance costs.

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

evaluated in accordance with the methodology specified in the BDS Sub-Clause 34.3(d).

- (f) Performance and productivity of the equipment. [insert one of the following]
 - (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 34.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 34.3(d).
 - (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 34.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 34.3(d).

- (g) Specific additional criteria

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

3. Multiple Contracts (ITB 34.6)

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

The Procuring Entity shall:

- (d) 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
- (e) 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): [list the requirement(s)].

(b) **Experience and Technical Capacity**

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

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

Section IV. Bidding Forms

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] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> 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 Party 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] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

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

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

Tender No.: [insert number of tender notice]

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

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

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

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

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

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

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

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

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

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

Price Schedule Forms

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

Price and Completion Schedule - Related Services

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

PART 2 – Supplying Requirements

Section V. Supply Requirements

Notes for Preparing the Schedule of Requirements

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

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

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

1. List of Goods and Delivery Schedule

[The Procuring Entity shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Description of the container (if required)	Type, size and weight of the packing material	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per INCOTERMS) Date		
							Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the bidder]
1	Supply of beverages and related items	-	-	As indicated in technical specifications and depending on purchase order.	As indicated in technical specification	Rwanda Law Reform Commission	To be mentioned during contract signature	To be mentioned during contract signature.	[insert the number of days following the date of effectiveness the Contract]

2. List of Related Services and Completion Schedule

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

1. If applicable

3. Technical Specifications

TERMS OF REFERENCE FOR AN ACCOUNTING SOFTWARE

Technical specifications:

- 1) Users: 3,
- 2) License or Subscription,
- 3) Modules: Accounting, Fixed assets register and Payroll.

Components of the software or what it should be able to do.

- 1) General charts of account (chart of accounts, cost chart),
- 2) General ledger,
- 3) Cashbook processing,
- 4) Journals,
- 5) Produce cost statement and cost ledger,
- 6) Budget statements,
- 7) Budget management,
- 8) Allow uploading bank statement and able to do bank reconciliation,
- 9) Import and Export of financial data,
- 10) Invoice recording and having accounts payable and receivable aging analysis,
- 11) Job costing and cost centers management,
- 12) Multi-Currency Management, upload exchange rate and computation of exchange gain/loss,
- 13) Reporting (Programmable, special/customized reports),
- 14) Purchase Orders,
- 15) Integrated process flow including approvals and generate printable vouchers,
- 16) Tax report,
- 17) Leave management module.

Note:

The successful vendor responsibilities:

- 1) Assess users' PCs System requirements and report any incompatibilities,
- 2) Software Installation,

- 3) End users training, (Qualification and experience required; The people assigned to the Training part of the assignment should have accounting knowledge supported by a certificate (CPA/ACCA) or Bachelor's Degree in Accounting),
- 4) After sale service for a period of at least 12 months and provide updates (Technical Support Services),
- 5) Any other support service related to the Software.

Drawings

These Bidding Documents includes drawings where applicable.