

**BIDDING DOCUMENT FOR THE TENDER FOR PROVISION OF
MEDICAL INSURANCE COVER TO NGALI HOLDINGS LTD AND
SUBSIDIARIES STAFF**

Tender Title	Tender for the provision of staff Medical insurance cover
Tender reference number	OCB/01/10/NH/2022
Procurement method	Open competitive Bidding
Date of issue of tender	28/10/2022

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Chief Executive Officer**

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To: All Bidders

October 28, 2022

LETTER OF INVITATION N0: RT/01/12/NH/2021

1. Ngali Holdings and subsidiaries invites qualified bidders to submit bids for the tenders for provision of Medical insurance cover
2. Bids in a sealed envelope will be submitted to Ngali Holdings procurement office at **10:00 am on November 10, 2022**. Late bids shall be rejected and returned unopened.
3. The opening of bids will take place on the same day of submission of bids in the presence of bidders or their representatives who choose to attend from **10:15** am in the Ngali Holdings Board room.
4. Any information regarding the aforementioned tenders may be obtained through tel. **0738647061**

Diane MUGISHA
Chief Executive Officer

ADMINISTRATIVE DOCUMENTS REQUIRED

- a) Bid submission form and price schedules well printed and properly organized.
- b) RDB certificate of registration
- c) RSSB Clearance
- d) RRA tax clearance
- e) BNR License
- f) proof of purchase of tender document paid to be made on account of NGALI HOLDINGS in Equity Bank 4003200206261 the cost is 10 000frw.
- g) Declaration of commitment

TECHNICAL SPECIFICATIONS

Proposed Contract Duration: 1year renewable twice up on satisfactory performance

I. Background

Ngali Holding is soliciting capable insurers to provide Insurance cover for medical insurance of its staff and their legal dependents. In this regard, insurance proposals are requested from interested bidders and registered insurance firms.

II. Summary of cover:

To provide extensive medical protection/treatment (Consultation, Analysis and laboratory tests, medical surgical treatment, specialty drugs and hospitalization) for employees and their legal dependents by offering quality medical services to Ngali Holdings Staff.

The cover shall be co-paid under 1st category.

1) Details of covers

Bidders must option for:

Geographical limits: Rwanda - Regional Cover with extension of abroad cover

- Regional and Abroad will be covered 100%
- Local treatment will be co paid 10% for all diseases

2) Description of proposed medical Services:

NUMBER OF EMPLOYEES PEOPLE (Staff & dependents)

N0	Company	Number of Employees	Dependents
1	Ngali Holdings	37	98
2	Ngali Energy	33	102
3	Ngali Mining	28	68
	Locus Dynamics	14	35
5	Ngali X	8	12
	TOTAL	120	315

No	Details of cover/ Clauses
1	Indirect payment: The beneficiary will get medical services and pay the patient contribution ,the provider will claim the difference from insurer
2	Any medical treatment and drug prescribed by a graduated or registered Doctor and which has been authorized by the Ministry of Health.
3	Full cover for Pregnancy and childbirth comprising pre-natal treatments and examinations, post-natal treatments and examination, new-born accommodation,
4	Abnormality, constitutional disability and malformation treatment for new-born
5	Pre-existing conditions and HIV Opportunistic extension to be covered (90%)
6	Reconstructive surgery following an accident or following surgery for an eligible medical condition
7	Surgeons, consultants, anesthetists (including epidural), medical practitioners' fees
9	VIP room / a room that accommodates a patient and the person accompanying the patient
10	Immunization for all members (including but not limited to children vaccine, Hepatitis Yellow fever
11	Automatic addition for new staff on prorated premium
12	Automatic addition of new born and spouse without any extra premium,
13	Place of treatment, list of partners (Providers must have working relations with hospitals in Miyove, Gicumbi, Ngororero, Rusizi, Nyamagabe & Nyaruguru)
14	Refund for leaving staff on prorata basis if he/she has not consumed over 50% of his/her cover
15	Replacement of leavers with joiners without extra premium
16	Choosing Doctor on a reimbursement basis, (where no partnership is in place with the insurer) Reimbursement should be based on Kigali Faisal Hospital Rates
17	Transfer advised by the Doctor for diseases that cannot be treated locally
18	Air ticket for the patient for official transfer case outside Rwanda without co-pay
19	Treatment of Hormonal Imbalance,

20	Fraud management in liaison with the employer,
21	Dental treatment limit, / family /year
22	Optical treatment including frames/ family/ year
23	Contract cancellation 30 days' notice with a refund of all funds given to the Insurance Company
24	Limit of cover for Inpatient benefit/ family/ year
25	Limit of cover for Outpatient/ family/ year
26	Funeral Expenses (Last Expense)
27	Membership card for staff & dependent

Note:

- 1. Proposal for generic medicine/drugs alone shall be rejected**

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 Services and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name and identification 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 which 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 *Ngali Holdings* toward the cost of the project **named in the BDS**. The Client intends to apply the funds to the payments under the contract for which these Bidding Documents are issued.

3. Fraud and Corruption

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

- (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;
- (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 NGALI HOLDINGS LTD 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 NGALI HOLDINGS LTD.

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

4. Eligible Bidders

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

5 Eligible Services and Related Services

- 5.1 All the Services and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term “services” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 6 The term “origin” means the country where the services 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.
 - 6.1 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Documents.
 - 6.2 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.
 - 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

6 Clarification of Bidding Documents

Any bidder may request in writing to the procuring entity, at its address **mentioned in the BDS**, for clarifications on the bidding document. The Procuring Entity shall respond to any request for clarification within three (3) days from the day of its reception. The Procuring Entity shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the Procuring Entity. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under procurement manual.

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.

B. 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 N/A
- f) Declaration of commitment (if applicable)
- g) Proof of purchase of tender document

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 Services 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.
- 14.7 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 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 Services and Related Services

- 16.1 To establish the conformity of the Services and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Services 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 Services and Related Services, demonstrating substantial responsiveness of the Services 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 Services during the period **specified in the BDS** following commencement of the use of the services 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 Services 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 Services to supply these Services in Rwanda;
- (a) 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
- (b) That the Bidder meets each of the qualification criteria 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 authorised financial institution;
 - (b) Be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.
 - (c) Be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) Be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
 - (e) Be submitted in its original form; copies will not be accepted;
 - (f) **Remain valid for a period of 28 days beyond** the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;
- 19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 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 Procurement Committee may ask **NGALI HOLDINGS LTD** to declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the law on procurement**.

20 Format and Signing of Bid

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

C. Submission and Opening of Bids

21 Submission, Sealing and Marking of Bids

21.1 Bidders may always submit their bids by physical delivery or by hand.

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

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

- (a) The inner envelopes shall bear the name and address of the Bidder;

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

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

22 Deadline for Submission of Bids

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

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

23 Late Bids

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

24 Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25 Bid Opening

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

D. 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 Services 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.
- (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, 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.

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.

E. 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 Notification of Award

- 39.1 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.
- 39.2 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.
- 39.3 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;
- 39.4 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.
- 39.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40 Signing of Contract

- 40.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 40.2 Within 10 and 15 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.
- 40.3 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/services, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/services, 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 Contract 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/services, systems or services under the terms of the Contract

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

The following specific data for the Services 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.

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: NGALI HOLDINGS LTD AND SUBSIDIARIES
ITB 1.2	Tender Reference N ^o : OCB/01/10/NH/2022
ITB 2	The Source of funds: NGALI HOLDINGS LTD AND SUBSIDIARIES B. Contents of Bidding Documents
ITB 7	Clarification of bids will be addressed to The NGALI HOLDINGS LTD ; Clarifications may be requested not later than 3 days before the submission date during working days. For Clarification of bid purposes only, the Procuring Entity's address is: NGALI HOLDINGS Bodifa Mercy House, 7 th Floor, Kimihurua, Gasabo, Kigali - Rwanda Email: dan.ngoga@ngali.com Tel. 0738647061
	C. Preparation of Bids
ITB 10	The language of the bid is English
ITB 11.1	The Bidder shall submit in its bid the following: a. Bid submission form and Price schedules well printed b. A copy of Certificate of domestic company registration c. The valid certified of the RSSB. d. BNR License e. The valid RRA tax clearance certificate. f. proof of purchase of tender document paid to be made on account of NGALI HOLDINGS in Equity Bank 4003200206261 the cost is 10 000frw.
ITB 13	Alternative Bids shall not be considered.
ITB 14.5	The INCOTERMS edition is: <i>“INCOTERMS N/A</i>
ITB 14.6	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract (One year) and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
ITB 15.1	The Bidder is required to quote in the Rwanda Francs currency.

ITB 18.1	The bid validity period shall be ninety (90) calendar days, and shall remain valid for a period of 28 days beyond the validity period of the bid.
ITB 19.1	Bid shall include a Bid Security issued by only a reputable and recognized Bank operating in Rwanda: N/A
ITB 19.2	The amount of the Bid Security N/A
ITB 20.1	In addition to the original of the bid, the number of copies are: 01 copy
A. Submission and Opening of Bids	
ITB 22.1	Bids shall be received at Ngali Holdings procurement office no later than 10/11/2022 Time: 10:00am
ITB 25.1	The Bid opening shall take place at the following address; Date: 10/11/2022 Time: 10:15am Venue: Ngali Holdings Board room
B. Evaluation and Comparison of Bids	
ITB 32	Bid prices will be in Rwanda Francs (Rwf) currency VAT Inclusive
ITB 33	Domestic preference N/A
ITB 34.3(a)	The evaluation will be done for the entire tender. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison. The evaluation committee shall base on their confidential budget relevant to the service to be provided and the lowest offer shall not be the only criteria to award the tender.
C. Award of Contract	
ITB 40	The maximum percentage by which an addendum to the contract may be done is 10% This tender intends to select service provider who shall sign a framework agreement of one year (which may be renewable twice upon satisfactory performance of the contract)

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.

EVALUATION OF BIDS

1. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, NGALI HOLDINGS reserves the right to ask any Bidder to provide clarifications related to its bid. Requests for clarification will be done in writing and so shall the response be. 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 Tender Committee of NGALI HOLDINGS in the Evaluation of the bids.

2. Preliminary or Administrative Evaluation

The Tender Committee (TC) shall examine Bids to determine whether the latter are complete, or whether they conform to the documents required in the tender document, and whether they are acceptable.

There will also be verification of whether bids submitted substantially respond to requirements under ITB 11.1. Absence or the non - conformity of any of the said documents **MUST** lead to the automatic rejection of the Bid.

Bids proved to be non-conforming, or those found to be incomplete shall be eliminated for being non-conforming administratively and shall not be passed further on to the technical evaluation stage.

3. Technical Evaluation of offers

Technical evaluation of bids will be based upon the all the technical specifications provided. The bids that are not technically conforming will not pass to the financial evaluation stage.

4. Financial Evaluation of offers

Financial evaluation shall be done by total estimated price of the every bid that conforms to technical requirements of the tender. The bid that technically qualified with the lowest price will be awarded the tender.

5. Confidentiality of Procedures

Information relating to the examination, evaluation and comparison of bids and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with the process until the contract award is published, except relevant information at the end of the technical evaluation and during opening of financial offers. Any effort by any bidder to influence the ITC of NGALI HOLDINGS during the examination of bids or the decision of awarding the contract shall lead to the rejection of its bid.

6. Award of Contract

The tender will be awarded to the bidder that will comply with Administrative conformity evaluation criteria, and technically qualified to carry out the services and offering the lowest financial offer.

The contract shall be awarded to one bidder who meet all the required conditions. The second bidder will be invited when the first bidder is not available, with official communication.

NGALI HOLDINGS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to entering into contract with a successful bidder, without thereby incurring any liability to Bidders.

No bidder shall lodge any claim whatsoever for the rejection of its bid or cancellation of the tender.

NGALI HOLDINGS shall issue a provisional notification to successful bidders and allow unsuccessful bidders to lodge their protests against the award within 3 days. In case of no substantive complaints at the end of the three days necessitating delay of contracting, NGALI HOLDINGS will issue a definitive notification. Until a formal Contract is prepared and signed, any notification of award SHALL NOT constitute a binding Contract.

Failure of the successful Bidder to sign the Contract shall constitute sufficient grounds for the cancellation of the award and give the contract to the second successful bidder.

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

Bid Submission Form

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

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services and Related Services _____ *[insert a brief description of the Services 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 NGALI HOLDINGS LTD, 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]*