Terms of Reference

Individual Legal Advisory and Corporate Secretarial Consultant

Procuring entity: Green City Kigali Company Ltd (GCKC)

Procurement method: Simplified national open tender for an individual consultant

Contract: Twelve-month framework agreement with written call-off orders

Assignment completion: 30 June 2027, subject to the titling dependencies in section 3.8

Tender reference: GCKC/LC/GCK – Demo PH1/2026/004

Publishing date: 13 November 2026

Deadline: 27 November 2026 at 5PM Kigali Time (CAT)

GCKC invites qualified individual legal consultants operating in Rwanda to submit technical and financial proposals for the services below. Firms, joint ventures and teams are not eligible.

1. Background

GCKC implements the Green City Kigali Project, promoting sustainable, inclusive and affordable urban development. Its Demonstration Project comprises 21 housing units and associated infrastructure. GCKC requires corporate and contractual legal support, governance and manual reviews, and the legal services needed to register the condominium and obtain its unit titles.

2. Objective

The overall objective of the assignment is to provide GCKC with professional legal advisory and corporate secretarial services to support its corporate operations, governance arrangements, contractual obligations, and implementation of the Green City Kigali Pilot Project.

Specifically, the consultant will provide legal advice, review contracts, support corporate governance processes, facilitate the registration and issuance of condominium titles, and assist in reviewing and updating the Company's operational manuals.

3. Scope of services

3.1. Corporate advisory and secretarial services

Advise management and the Board on corporate, commercial, employment, property and regulatory matters. Maintain a compliance calendar and support statutory registers, resolutions and filings, directors' duties, delegated authority and corporate decisions. Any formal appointment as company secretary requires separate corporate approval and filing; this consultancy alone does not constitute that appointment.

3.2. Contract reviews

Review four contracts covering security, real estate and sales consultancy, IT consultancy, and cleaning after handover. For each, provide a legal risk opinion, marked-up amendments and a clean draft covering obligations, fees, taxes, performance, liability, insurance where relevant, confidentiality, termination and disputes. GCKC may substitute a comparable contract within the approved effort.

3.3. Contract management and dispute support

Advise on construction contracts, claims, notices, time limits and remedies; review records and correspondence; and support negotiations and amicable settlements. Where relevant, apply the contract's FIDIC edition and Particular Conditions. Litigation and arbitration representation require a separate mandate, fees and procurement approval. The consultant cannot admit liability, waive rights or settle without GCKC's express written authority.

3.4. General Assembly support

Support one shareholders' General Assembly: notices, agenda, proxies, quorum and voting advice, meeting pack, attendance, minutes, resolutions, filings and follow-up. GCKC arranges the venue and logistics.

3.5. Board servicing

Service three Board meetings, including notices, agendas, packs, procedural advice, attendance, minutes, resolutions, the decision register and follow-up. The planning allowance is 10 hours per meeting, including preparation and follow-up.

3.6. Operational manual reviews

Review the legal provisions of the Financial Management Manual, Procurement Manual, Human Resource Manual, and Internal Audit Charter and Manual, treated as four packages at 12 hours each. Provide a gap matrix, marked-up revisions and clean versions incorporating consolidated comments. GCKC's functional heads validate technical procedures and policy decisions. System implementation and separate technical or financial audits are excluded.

3.7. Condominium registration and titles

Provide the complete legal services for condominium registration and acquisition of 21 unit titles. The unit fee includes shared documents and follow-up:

- Review ownership, land records, encumbrances, consents and corporate approvals; identify impediments and prepare the registration checklist and programme.
- Confirm competent authorities' requirements, including association status, approved unit deed plans, land documents and the occupation permit.
- Prepare the Homeowners' Association Agreement, constitutive instruments and rules; support the association's establishment and legal personality where required. Define ownership and common-property shares, voting, governance, service charges, use restrictions and dispute procedures using approved project data.
- Prepare the Condominium Maintenance Agreement covering common areas and facilities, responsibilities, standards, budgets, reserves, contributions, service providers and enforcement.
- Coordinate document execution and application lodgement, maintain a tracking register, respond to authorities and coordinate corrections by responsible technical professionals.
- Obtain and check all 21 titles against approved ownership and unit records, pursue correction of errors, and hand over the titles and indexed registration dossier.

3.8. Titling dependencies and responsibilities

GCKC provides land records, consents, approved designs and unit schedules, authorised surveys and deed plans, valuations where required, and technical approvals. The consultant identifies and tracks missing inputs but does not certify surveys, designs, valuations or building completion.

Title acquisition is contingent on completion of the relevant works and issuance of the occupation permit. Delays in either may affect GCKC's call-off instructions, dependent services, applications and title issuance. Independent preparatory work shall continue as instructed. The consultant shall promptly notify GCKC, document the impact and propose mitigation and revised dates. Programme

adjustments require written agreement; changes to the 30 June 2027 completion date or framework validity require an approved amendment under section 7.2. The consultant is not responsible for delays demonstrably caused by unmet prerequisites if it fulfils its notification, mitigation and follow-up duties.

Subsequent sales conveyancing, purchaser-specific transfers and financing transactions are excluded unless separately instructed and approved. Initial condominium and unit registration remain included in the unit fee.

4. Deliverables and programme

Submit a work plan within five working days of commencement, allocating hours and identifying inputs, legal deadlines and registration dependencies. Call-offs shall state delivery dates consistent with completion by 30 June 2027, subject to section 3.8. Working days exclude weekends and Rwandan public holidays.

Deliverable	Required output	Timing
Legal and contract advice	Opinions, notices and risk or action updates.	As agreed in each call-off.
Four contract reviews	Legal opinion, marked-up amendments and clean draft for each.	Draft within 10 working days of instruction and complete inputs; final within 5 of consolidated comments.
One General Assembly and three Board meetings	Notices, packs, minutes, resolutions, action registers and filing evidence.	Packs before statutory notice deadlines; draft minutes within 5 working days of each meeting.
Four manual review packages	Gap matrix, marked up and clean revised manuals.	Draft within 20 working days of instruction and complete input; final within 10 of consolidated comments.
Condominium readiness	Due diligence, checklist, ownership and association structure, and programme.	Within 10 working days of instruction and available project records.
Condominium legal package and applications	Association and maintenance instruments, applications, receipts and tracking register.	Draft within 20 working days of necessary input; lodge within 5 of approvals and a complete statutory dossier.
Twenty-one-unit titles	Verified issued titles and indexed supporting records.	Planned by 30 June 2027, subject to section 3.8; deliver each title within 5 working days of issuance.
Reports and handover	Activity report, timesheet, budget balance, title status and unresolved actions.	Monthly within 5 working days of month-end; final handover by assignment completion and framework close-out at expiry.

4.1. Submission and acceptance

Provide editable English documents and PDF copies of final or signed outputs. Prepare official documents in Kinyarwanda where required; supply titles and statutory records in their issued form.

GCKC will review within 10 working days and accept in writing or identify deficiencies. Acceptance must be express. The consultant shall correct its errors without additional fees. Material scope changes require prior agreement and approval.

5. Framework and level of effort

The framework is valid for 12 months from its stated effective date. The current assignment is due by 30 June 2027, subject to section 3.8. Its deadline is not automatically extended by the longer framework validity. Further in-scope needs require separate authorised call-offs; no minimum volume, retainer or automatic renewal is guaranteed. No call-off may be issued after expiry, and completion beyond expiry requires an approved written extension.

5.1. Estimated annual quantities

Service	Planning basis	Hours
Contract reviews	4 contracts × 4 hours	16
General legal and contract support	Advice, disputes, compliance and reporting	40
General Assembly support	1 meeting × 20 hours	20
Board servicing	3 meetings × 10 hours	30
Operational manual reviews	4 manuals × 12 hours	48
Total hourly services		154

Condominium services are priced separately for 21 units. These are annual planning and bid-comparison estimates, not guaranteed purchases or contractual quantity limits. Actual orders depend on need, approved funding and the framework's authorised expenditure ceiling.

5.2. Call-off controls

Before work starts, GCKC shall issue a numbered call-off stating scope, outputs, inputs, maximum hours or units, fixed rates, taxes, disbursements, maximum value, dates and responsible officers. The consultant shall acknowledge it in writing. Signing the framework alone does not authorise billable work.

GCKC shall commission the 21-unit condominium scope as one coordinated package, phased in accordance with section 3.8. Call-offs shall comply with the framework rates and approval requirements. The consultant shall notify GCKC when 80% of an order's authorised hours or value is reached and obtain written approval before exceeding it. Unapproved excess work and standby time are not payable.

6. Fees and payment

6.1. Hourly services

GCKC shall pay for actual authorized hours at the single agreed rate against accepted outputs and monthly timesheets showing date, call-off, task and hours. No separate retainer or meeting fee applies.

6.2. Condominium services

Quote one fixed fee per unit for the complete scope in section 3.7. Payment for the 21-unit package shall follow the accepted milestones below:

Milestone	Payment
Readiness report and complete association and maintenance legal package	30% of total condominium fee
Complete dossier lodged for all 21 units, with receipt evidence	30% of total condominium fee
Each verified title and its supporting records handed over	40% of the unit fee per title

Condominium work shall not also be billed by the hour. No payment is due for unachieved milestones or outstanding titles.

6.3. Rates and disbursements

Quote gross fees in RWF, fixed for 12 months, including overheads, communications, printing, Kigali travel and the consultant's income taxes. The pricing basis is with VAT addition only if the applicant is VAT registered and 15% withholding from gross fees if not VAT Registered: GCKC remits 15% to RRA and pays the 85% balance. Withholding is a deduction, not an additional charge. Applicants shall disclose any legally different tax treatment with supporting RRA evidence for clarification before award; mandatory tax law prevails.

Official charges, independent notarization and separately appointed technical specialists are excluded from professional rates. GCKC pays directly or reimburses documented actual costs without mark-up, only after prior written approval. List these costs separately from the evaluated price. No charge may be claimed for a public service provided free of charge.

6.4. Certification and payment

Invoices shall show gross fees, withholding tax, net fees and approved disbursements separately, with call-off references, accepted outputs, milestone evidence, timesheets and receipts. GCKC's supervisor certifies instalments, cumulative payments and deductions, countersigned by the departmental head or delegated officer. GCKC shall provide evidence of withholding tax remitted to RRA.

GCKC shall pay undisputed amounts within 30 calendar days after receipt of a complete valid invoice and written acceptance. GCKC shall identify disputed items in writing; undisputed amounts remain payable. No advance, performance guarantee or performance retention applies.

7. Contract management

7.1. Reporting and responsibilities

Report to the Chief Development Officer (CDO) or nominee. GCKC designates management and approval officers, provides records, access and decisions, and maintains the management plan and call-off, budget and risk registers.

The consultant provides resources, attends Kigali meetings, acknowledges call-offs within one working day and notifies GCKC of risks and deadlines. Services shall be performed personally; assignment or substitution requires prior written approval.

7.2. Amendments, suspension and termination

Amendments require written agreement. GCKC may suspend services by written notice. Suspension exceeding 60 days automatically terminates the agreement. The consultant shall safeguard records and work in progress; no standby fees accrue. Revised completion dates require written approval.

After reasonable efforts at amicable resolution, GCKC may terminate for material breach unremedied within 14 calendar days of notice, loss of practising authority, an unmanageable conflict, or for convenience on 30 calendar days' notice.

The consultant may terminate an undisputed payment remaining overdue more than 30 days after written demand, subject to professional duties and orderly handover.

On termination or expiry, the consultant shall hand over records. GCKC shall pay only for accepted hours, the milestones earned and approved costs. The parties shall jointly assess usable incomplete condominium work within its unpaid milestone cap. No double payment, unearned fees or lost profit on unissued call-offs is payable.

7.3. Governing law and disputes

Rwandan law governs. The parties shall seek amicable resolution for 30 calendar days after written dispute notice. Unresolved contractual disputes may then be referred to the competent Rwandan courts. The consultant is an independent contractor. Accrued rights and confidentiality, ownership and dispute obligations survive expiry or termination. The consultant shall retain auditable records for at least five years from award, subject to longer legal requirements and confidentiality.

8. Independence, confidentiality and ownership

Declare actual, potential and perceived conflicts before appointment and as they arise, including relationships with GCKC officials and counterparties. Do not accept adverse mandates on the same matter. Fraud, collusion and false declarations are prohibited; any debarment is subject to notice and a hearing.

Protect confidential, personal and privileged information during and after the assignment and promptly report unauthorised disclosure. GCKC owns commissioned outputs; identify and license any incorporated pre-existing material for continued use. Deliver all records and retain copies only as legally or professionally required.

9. Minimum qualifications

Applicants must demonstrate:

- A recognised Bachelor's degree in Law or Business Law, or equivalent supporting admission to legal practice in Rwanda; an ILPD professional legal practice qualification; active Rwanda Bar Association membership and valid authority to practise.
- At least seven years of professional legal experience, without double-counting overlapping periods, including corporate advisory and Board support, commercial drafting or review, and construction contract legal support.
- Personal involvement in at least one completed condominium titling project resulting in issued unit titles, supported by verifiable client confirmation or equivalent completion evidence.
- Fluency in English and Kinyarwanda, availability for the programme and required Kigali meetings, eligibility to contract, no applicable debarment or professional suspension, and no prohibited conflict.

10. Proposal requirements

Technical proposal: Provide a signed application, CV, academic and ILPD certificates, practising and Bar evidence, and assignment records with clients, dates, personal roles, outputs and referees. Include verifiable titling completion evidence without disclosing privileged information.

Provide a methodology of up to five pages covering the 154-hour estimate, call-offs, titling dependencies, quality and programme. Declare languages, availability, eligibility, conflicts and law-firm affiliation.

Include where applicable RRA and business registration. Explain any legally inapplicable document. Clearances must be original, notarised copies or electronic originals, subject to verification.

Financial proposal: Sign Annex 1 using the stated quantities, gross fees, withholding deduction and separate disbursements. The technical proposal shall contain no prices. The financial proposal shall cover all required services.

Bid validity is 120 calendar days after the deadline. Clarifications cannot change substance or rates.

11. Evaluation and selection

The simplified national open tender uses Cost and Quality Based Selection: 70% technical and 30% financial. Only responsive applicants meeting section 9 and the administrative requirements will be scored. A minimum technical score of 70/100 is required to proceed to financial evaluation. No nationality preference applies.

11.1. Technical evaluation

Criterion	Scoring basis	Points
General legal experience	7 to less than 9 years: 6 points; 9 to less than 12: 8; 12 or more: 10.	10
Relevant similar services	5 per mandate completed or performed for at least 6 months combining corporate advice with Board or shareholder support; maximum 3 mandates.	15
Methodology and programme	Titling approach and dependencies: 10. Realistic effort and programme to 30 June 2027, including call-off controls: 10. Availability, reporting and quality assurance: 5.	25
Individual qualifications and experience	Law degree 5; ILPD 5. Construction contracts: 5 per assignment, maximum 10. Condominium titling: full 20 points for at least one verified completed project with issued titles. Manual reviews: 2.5 per category, maximum 5. Claims or dispute advice: 5 for one assignment.	50
Total		100

11.2. Financial evaluation and ranking

Evaluation shall compare gross professional fees before withholding for 154 hours plus 21 units, excluding third-party disbursements. The net amount after withholding is not the evaluated price. Unit rates govern notified arithmetic corrections; refusal to accept them results in rejection.

Financial score = 100 × lowest evaluated price ÷ applicant's evaluated price. Combined score = (technical score × 0.70) + (financial score × 0.30).

Proposals shall be ranked by combined score. Ties shall be resolved by higher technical score, lower price, then a documented draw with tied applicants invited. GCKC's designated evaluators shall recommend award to the CDO. Verification and negotiations cannot materially alter scope, rates or ranking.

12. Tender administration

12.1. Publication and submission

This simplified national open tender will be advertised in a local newspaper and on GCKC's website, with a bidding period of 14 calendar days. The invitation and Terms of Reference specifies the reference, submission dates, submission address, opening arrangements.

Email signed technical and financial PDFs separately to info@greencitykigali.com by the deadline. Identify the tender reference, "Individual Legal Consultancy" and applicant in the subject and filenames. Receipt in GCKC's inbox determines timely submission; late bids will be rejected. Applicants shall retain originals and obtain acknowledgement.

Submit a password-protected financial PDF and withhold the password until requested. GCKC will notify qualifying bidders of financial opening and allow at least two working days to provide valid passwords. Submitted files shall remain unchanged. Access to financial files and passwords is restricted to the authorised opening committee.

12.2. Clarifications and Addenda

Send questions to info@greencitykigali.com by 21st November 2026. GCKC shall circulate replies and addenda to all recipients and publish them through the invitation channels without identifying the questioner. Material changes shall allow applicants sufficient time to respond. Oral statements do not amend the tender.

12.3. Award and complaints

GCKC shall notify all applicants of the approved provisional outcome, award grounds and rejection reasons. Applicants have seven calendar days to submit written complaints to the CDO through the procurement contact.

GCKC may cancel before signature; applicants bear preparation costs. Any applicable financing agreement takes precedence and shall be identified in the invitation. A contract arises only when both parties sign.

Annex 1: Financial proposal form

Tender reference: _____ Applicant: _____

Tax identification number (TIN) (if applicable): _____

Quote gross fees before withholding in RWF using the quantities below and the tax basis in section 6.3. They are not guaranteed orders. The current assignment is due by 30 June 2027, subject to section 3.8.

Service	Quantity	Gross unit fee RWF	Gross amount RWF
Hourly legal and secretarial services	154 hours		
Complete condominium legal and titling services	21 units		
Gross total (evaluated price)			
Less: withholding tax at 15% Deduct from gross total / or add VAT if registered			
Net fees after withholding (85%)/ or total VAT inclusive if registered			

List anticipated disbursements and their basis separately, or state "None identified". They require prior approval and are excluded above. No professional fees outside the two unit rates apply.

I confirm 120-day bid validity, fixed unit rates throughout the twelve-month framework, the 15% withholding tax basis in section 6.3 and acceptance of the scope, call-off and payment conditions. No minimum volume or retainer is guaranteed.

Name and signature: _____ Date: _____

GREEN CITY KIGALI COMPANY LTD (GCKC)

INVITATION TO TENDER

Tender Reference No.: GCKC/LC/GCK – Demo PH1/2026/004

SUBJECT: SIMPLIFIED NATIONAL OPEN TENDER FOR THE RECRUITMENT OF AN INDIVIDUAL LEGAL ADVISORY AND CORPORATE SECRETARIAL CONSULTANT

Green City Kigali Company Ltd (GCKC) hereby invites qualified individual legal consultants operating in Rwanda to submit technical and financial proposals for the provision of Legal Advisory and Corporate Secretarial Consultancy Services.

The assignment aims to provide professional legal support to GCKC in corporate governance, contract reviews, construction contract management, operational manual reviews, and the registration of the Green City Kigali Demonstration Project condominium, including the acquisition of twenty-one (21) individual unit titles.

1. Eligibility and Qualifications

The tender is exclusively open to individual legal consultants. Firms, joint ventures and teams are not eligible.

Applicants must possess the minimum academic and professional qualifications, relevant experience, and valid practising authorisation as stipulated in the attached Terms of Reference, including at least seven (7) years of professional legal experience and demonstrated experience in a completed condominium titling project resulting in issued unit titles.

2. Contract Duration

The assignment will be implemented under a twelve (12)-month framework agreement with written call-off orders. The current assignment is expected to be completed by 30 June 2027, subject to the dependencies specified in the Terms of Reference.

3. Submission of Proposals

Interested applicants shall submit their signed technical and financial proposals electronically in separate PDF documents to **info@greencitykigali.com**, in accordance with the instructions provided in attached terms of reference. The financial proposal must be password-protected, with the password provided only upon request by GCKC.

- **Publication Date:** 13th November 2026
- **Deadline for Submission:** 27th November 2026 at 5PM Kigali Time (CAT)
- **Clarification Requests:** All inquiries shall be submitted to info@greencitykigali.com by 21st November 2026.

Late submissions shall not be considered.

GREEN CITY KIGALI COMPANY LTD (GCKC)