



RwandAir

Fly the dream of Africa

PROCUREMENT PROCEDURE MANUAL

Revision 2. May 2019



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1. INTRODUCTION

The Procurement Procedure Manual will be applied to guide all procurement processes and key principles that will be followed while procuring every item for RwandAir Ltd as per the approved budget. The Manual will be periodically reviewed to conform to the existing Standard Operating Procedure Framework for Procurement in government controlled companies designed by Ministry of Finance and Economic Planning.

Exceptions that may arise which are not addressed by this manual will be approved by the Chief Executive Officer (CEO). Such changes and/or revisions shall be communicated through circulars to all concerned as necessary. Notwithstanding the above, this procedure shall be complemented by the Public Procurement law in case the procedure is silent about some circumstances.

1.1 Procurement Procedures

Procurement procedures stipulated in this manual are guided by the Procurement Policy Document available separately. Procurement of all goods, works, and services shall be undertaken using procurement procedures as stipulated in this revised manual.

1.2 Objective

The objective of this manual is to:

- Provide guidance when conducting procurement processes,
- Ensure uniformity and consistency in procurement procedures in the Company,
- Institute standards and controls within Procurement Unit,
- Ensure efficiency, economy and the attainment of value for money within the budget allocated,
- Define roles and responsibilities of personnel in Procurement Unit and all other offices involved in the procurement processes.

1.3 Pillars

The Pillars that will guide procurement procedures within RwandAir are as follows:

a) Compliance with Laws and Regulations of the country.

Procurement procedures will be conducted in compliance with national and international standards, principles, and best practices.

The following principles shall be observed during procurement processes;

- Transparency;
- Competition;
- Economy;
- Effective, efficient and fast work;
- Fairness;
- Accountability

b) Open Procurement

Procurement shall be conducted with a global and market-driven competitive bidding process from both domestic and overseas suppliers.

c) Safety

Safety being RwandAir's top priority; procurement procedures will be conducted in compliance with all safety requirements.

d) Selection Criteria

Suppliers will be comprehensively evaluated and selected based on the following;

- Quality or compliance with technical specifications,
- Price,
- Delivery time,
- After-sale service where required,
- Favourable payment terms and
- Any other factor considered relevant as will be determined by the tender document.

1.4 Scope of the manual

The guidelines contained in this Manual cover the whole procurement cycle from initiation to contract completion. The manual provides guidance on the methods and best practices of procurement. The manual also includes guidelines for disposal of assets owned by RwandAir and shall be applicable whenever RwandAir intends to source goods, works, service or and disposal of assets.

1.5 Application of the manual

This Procedure manual shall apply to all procurement processes carried out in RwandAir using funds allocated in the approved budget. The manual is the property of RwandAir Ltd and is only available to RwandAir Ltd employees. No circulation or disclosures outside RwandAir Ltd may be made without prior consent of CEO.

Where this procedure is silent, it shall be completed by laws on public procurement and laws on disposal of assets.



1.6 Distribution of the Procedure manual

The Procurement Procedure Manual shall be distributed to Heads of Department as controlled document for reference. Enquiries about the contents of the manual will be directed to the Procurement Unit.

1.7 Review and update of the Procedure manual

The Manual will be periodically reviewed according to the existing Standard Operating Procedure Framework for Procurement in government controlled companies designed by Ministry of Finance and Economic Planning and as recommended by the Executive Management of RwandAir.

1.8 COMMENCEMENT

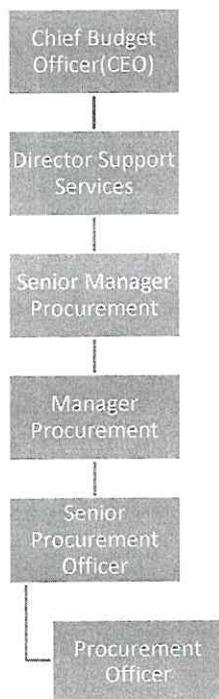
This policy comes into force immediately upon approval by the Management. This procedure manual may be reviewed prior to the end of the five years on the recommendation of Executive Management due to changes introduced within RwandAir that have an impact on the procurement procedures or conditions necessitating to do so.

2. ORGANIZATIONAL STRUCTURE OF THE PROCUREMENT UNIT AND REPORTING HIERARCHY

2.1 Introduction

The Procurement Unit structure is guided by the Policy Document on Procurement and adopts the structure below:

2.2 Structure



2.2. 1 The Chief Budget Officer (CEO)

Chief Budget Officer shall be the ultimate authorizing officer of purchases involving significant thresholds as set forth in this policy. Chief Budget Officer shall consult the Board of Directors where necessary for further guidance on strategic purchases of goods and services involving significant thresholds.

2.2.2 Director Support Services

The Director of Support Services shall prepare and submit comprehensive procurement report to CEO for approval. The Procurement report will include the following information:

- Tenders awarded and tenders in progress;
- Contract amount per tender versus the budget;
- Tenders delayed and reasons for the delay;
- Challenges faced together with the envisaged solutions.

3. PROCUREMENT PERFORMANCE INDICATORS AND CONTROLS

The Procurement Unit like any other function in Rwandair shall execute their activities based on performance targets as per RwandAir performance policy and procedure.

3.1 Procurement Performance Indicators

The Procurement performance indicators shall be based on the following:

a) Efficiency of procurement processes

The procurement Unit shall endeavor to execute Rwandair Procurement Plan in an efficient manner. This shall be measured in terms of transaction costs and time taken to procure goods, works and services for the Company.

b) Openness and transparency of the procurement processes

The Procurement Unit shall always act in an open and transparent manner by ensuring fair and equal treatment of all bidders. The procurement personnel shall endeavor to publicly disclose procurement rules, procurement opportunities and the results of the procurement processes.

c) Professionalism

The Procurement staff shall always act in a professional manner and in compliance with the Procurement laws and regulations of Rwanda.

d) Contract Management and supplier performance

The Procurement Unit shall together with the Legal Services Department and the respective Heads of Department ensure proper contract management by assessing supplier performance according to the agreed terms of the contract.

3.2 Controls on Procurement Unit

RwandAir goods, works and services will only be procured within the approved annual budget except in case of priority need that was not budgeted for, or strategic interests, this shall be approved by the CEO. The users shall write a MEMO addressed to the CEO requesting for some changes in their respective budget.

Each Head of Department shall submit to the Procurement Unit its annual procurement requirements indicating at least the following:

- Priorities
- Where necessary; prior study of the item to be procured
- Estimation of the value of the planned item
- Indication of source of funding: e.g. Company funds/ sponsors/partners,
- Technical Specifications of the item (s) to be procured
- Identification of where an item/s can be procured: locally or internally

It is a responsibility of the Heads of Department to ensure that their acquisition Plan remains within the approved budget. Rwandair Procurement Plan shall be approved by the CEO.

The Procurement Plan shall be reviewed only twice during the Financial Year. Once in the 2nd quarter (**preferably every 1st November**) and once in the 3rd quarter (**preferably every 15th February**)

Each requisition shall indicate the Budget line of the item requested. Each requisition shall be filled in the requisition form in **appendix 1**.

The Finance Department shall ensure periodic checks on procurement procedures to conform to the approved annual budget. That is budget control.

4.0 CODE OF CONDUCT OF STAFF IN PROCUREMENT

Employees in Procurement Unit shall conduct procurement procedures with the highest professional, ethical, moral and legal standards reflecting best practices in order to safeguard RwandAir interests.

The code of conduct of Procurement staff augments the existing staff code of conduct and does not replace all other RwandAir policies on theft, fraud, dishonesty, ethics and conflict of interest which the company may issue from time to time.

4.1 Conflict of interest

Any situation where there is conflict of interest should be disclosed in writing to the Internal Auditor and the CEO. Situations that may give rise to conflict of interest include:

- Being a procurement personnel or other RwandAir staff and owning a company that has tendered to supply RwandAir with goods, works or services;
- Being a procurement personnel and have an immediate and direct relative up to the second degree who has a company dealing with RwandAir in the supply of goods and/or, works and/or services;

- Being procurement personnel who left RwandAir within the immediately preceding 12 month period, who has a bid to supply RwandAir with goods, and/or works and/or services.
- Where the company that has tendered is a former employer of the procurement personnel for the last 12-months.

4.2 Declaration of conflict of interest

Any member of the tender committee or Procurement Unit who may have direct or indirect interest in the tender being awarded shall declare his or her interest therein and shall withdraw from that particular deliberation. Declaration shall be made using the form attached in the *appendix 2*.

4.3 Confidentiality and Accuracy of Information

All procurement information that those performing the procurement unit access while executing their duties shall be safeguarded in a confidential manner;

- personnel involved in the procurement process shall be prohibited from communicating to external parties any confidential or official information obtained as a result of participating in the procurement process,
- Any information related to the analysis, clarification, and evaluation of bids shall not be disclosed to bidders or other individuals not officially involved in the tendering process. However, where information is required in the interest of the Company, by the CEO or any other authorized company staff, the persons or the team with the information shall release it for such interest only.

4.4 Ethics

All procurement procedures should be executed consistent with the highest professional, ethical, moral and legal standards. Procurement staff must not use their status within the Company for personal gain and must maintain honesty and fairness while executing their responsibilities.

4.5 Competition

Any arrangement by all involved in the procurement processes, which might in the long term prevent the effective operation of fair competition, must be avoided at all cost

4.6 Business Gifts

Business gifts must not be accepted by all involved in the procurement of goods and/ or services for RwandAir. Any arrangement or business gift which might in the long term prevent effective operation or fair and competitive bidding, must be avoided at all cost

4.7 Collusion among Suppliers

If collusion is suspected among bidders or by a supplier and any or all involved in the procurement, the situation should be reported directly to Director of the department. The Director of the department shall then permit the Internal Audit to investigate the issue and make a confidential report to CEO. The CEO shall then decide appropriate action on the suspected firm or employee.

4.8 Separation of Duties

There shall be proper separation of duties between: the person who orders a particular purchase from a vendor; the person who certifies that the goods supplied are satisfactory; the person who accepts goods into store and the person who authorizes payment.



PROCUREMENT POLICY
AND PROCEDURE MANUAL

WB/PPPM

5. SANCTIONS FOR VIOLATIONS

5.1 Sanctions to Procurement Staff

Without prejudice to criminal provisions in force, the staff in Procurement Unit who is reproached for not meeting ethical principles and values is subjected to disciplinary sanctions provided for in the Staff Code of Conduct of RwandAir.

5.2 Sanction to bidders

- a) Bidder's submission of false or misleading information may lead to the disqualification of the bidder from participation in the tender or the cancellation of the Contract if the contract had been signed.
- b) Bidder's failure to disclose conflict of interest may lead to the disqualification of the bidder from participating in the tender or the cancellation of the Contract.
- c) If the bidder has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for a contract it shall lead to the disqualification of the bidder or the termination of its Contract.
- d) Any criminal act will result in the bidder being subject to criminal prosecution as well as debarment by RPPA in accordance with the Rwandan law.
- e) Bidders black listed by RPPA shall not be allowed to participate in RwandAir tenders. If found at a later stage such as having signed, the contract or the process shall be cancelled immediately.

5.3. Debarment of bidders

- a) After reasonable notice to the concerned bidder, and reasonable opportunity for that bidder to be heard, Rwandair shall have the power to exclude the bidder from participating in the tenders published by Rwandair.
- b) A bidder may be debarred from participating in the tenders published by Rwandair on the following grounds:
 - i. Providing false information in the process of submitting a bid or prequalification application. In that case, the debarment shall be for a maximum period of two (2) years;
 - ii. Collusion between the bidder and the procurement officer concerning the formulation of terms of reference or the bidding document, or connivance to interfere with the participation of competing bidders in a site visit. In that case, the debarment shall be for a maximum period of three (3) years;
 - iii. Fraudulent pricing, connivance in order to interfere with fair participation of competing bidders. In that case, the debarment shall be for a maximum period of three (3) years; in case of breach of policy in order to obtain a contract or subcontract. In that case, the debarment shall be for a maximum period of three (3) years;
 - iv. For poor or non-performance of a procurement contract for reasons that are not linked with Rwandair; for a maximum period of one year.
 - v. Bidder conniving with any staff of Rwandair to supply goods/services/works not meeting technical specifications. In this case debarment shall be a maximum of five years.
 - vi. Any element related to fraud.

5.4 Procedure for Debarment of bidders/Black listing suppliers

A written notice shall be issued to the concerned bidder to debar them from participation in procurement proceedings on the grounds mentioned above. The notice shall inform the bidder of his or her right to hearing prior to any decision for debarment.

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Rwandair shall send to the concerned bidder a written notice indicating the time and place for hearing. The procedure will apply as follows:

- i. There concerned bidder shall be invited to the hearing.
- ii. Rwandair shall prepare a report of the hearing with all evidences submitted by the bidder.
- iii. The Bidder and the witnesses shall take oath during the hearing.
- iv. The notice shall inform the bidder that he or she has been suspended for the period of investigation. This period of time shall not exceed six (6) months.
- v. When the bidder/s fails to produce convincing explanations, Rwandair shall issue a notice specifying that the bidder has been debarred.
- vi. In case of the failure to execute the contract in part or in full, the bidder shall be given a warning letter requesting him/her to rectify the defects not later than 15 working days
- vii. If the period of 15 days expires without the bidder having corrected the defects, a second warning of 5 days shall be issued. Failure to rectify or perform the terms of the contract, Rwandair will go ahead and terminate the contract.
- viii. In case of the failure to execute the contract, the user department or supervising official shall prepare a report to initiate the process of hearing and investigation.

5.5 Appointment of Review committee

The CEO shall appoint a committee called Review Committee to handle all cases relating to debarment or black listing of bidders/suppliers or any other cases that may arise regarding the procurement process in Rwandair. The committee shall be composed of four of members from the following offices:

1. Legal Office (One member)
2. Audit Office (One member)
3. Security Office (One member)
4. Procurement Office (one member)

The term of office shall be two years renewable upon decision of the CEO. Procurement office shall be the coordinating office.

6. PROCUREMENT STAGES/ CYCLE

6.1 Policy Statement

All staff shall ensure that their procurement requisitions are prepared and approved by their Head of Department before commencement of the procurement process. A procurement requisition Form shall be in the form of a hard copy and obtained from Procurement Office. The approval levels for requisitions are indicated on the Procurement Requisition Form available as **Appendix 4**

A procurement requisition shall serve the following purposes:

- a) Documenting the goods, works, or services required;
- b) Confirming the availability of funding, based on the estimated value of the procurement requirement;
- c) Documenting the approval to proceed with the procurement;
- d) Confirming that goods cannot be obtained from the stores, (where appropriate)



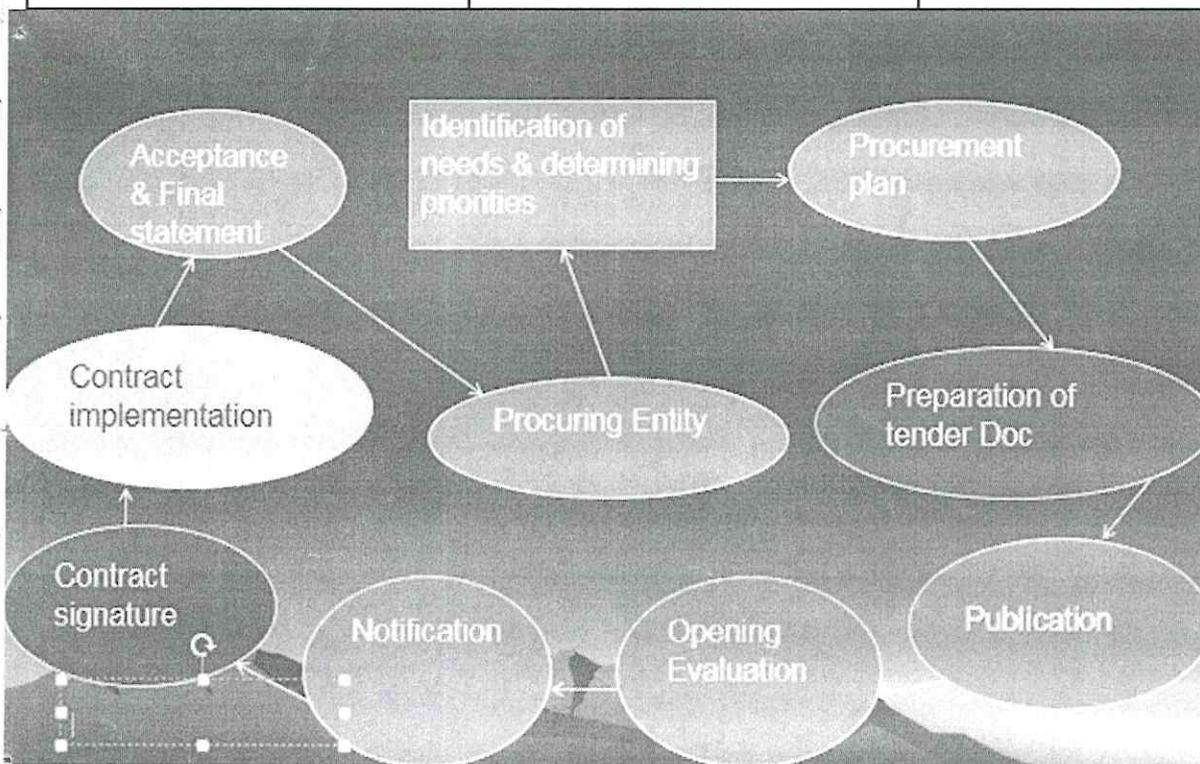


Table 1 Explaining the cycle above

<p>Planning and Initiation</p>	<ul style="list-style-type: none"> • Procurement Planning • Requisitioning 	<ul style="list-style-type: none"> • Description of requirements • Selection of a procurement method
<p>Preparation of tender Documents and Invitations</p>	<ul style="list-style-type: none"> • Pre-qualification • Expression of Interest • Preparation of Invitation Notice • Preparation of bidding document 	
<p>Bidding Process</p>	<ul style="list-style-type: none"> • Publication of notices or request for quotation. • Issue of documents • Pre-bid meetings and site visits • Responding to bidder requests for clarifications • Bid receipt • Bid opening 	



<p>Evaluation Process</p>	<ul style="list-style-type: none"> • Evaluation for good non-consultancy services and works • Evaluation for consultancy services • Post-qualification and due diligence process • Negotiation • Cancellation of procurement proceedings •
<p>Contract Award Process</p>	<ul style="list-style-type: none"> • Provisional notifications; • Contract documents and purchase orders • Contract award notices/ publication • Debriefing unsuccessful bidders /consultants • Administrative review

<p>Contract Administration, Management and Completion</p>	<ul style="list-style-type: none"> • Contract administration • Contract extension • Contract amendments • Contract completion • Contract termination
<p>Disposal</p>	<ul style="list-style-type: none"> • Compilation of a list of items for disposal, valuation of assets, and disposal of assets
<p>Records Management</p>	<ul style="list-style-type: none"> • Records management



7. VENDOR PRE-QUALIFICATION AND QUALIFICATION

7.1 Introduction

This provides guidelines for pre-selecting, rating, final selection and termination of vendors/suppliers.

7.2 Procedure

Procurement Unit will approve selection of all vendors but not be limited to the criteria listed below:

- a) Origin of the products and services
- b) Credit rating
- c) Price of products /services
- d) Quality of products/services
- e) Performance of the products/services
- f) Delivery of the products/services
- g) After sale services
- h) Suitability of purpose
- i) Legally Registered Firm
- j) Approved organization by relevant authorities
- k) Financial Stability of the Company/ Firm
- l) Time taken to deliver goods and/ or service
- m) A company that is not black listed by RPPA;
- n) Security clearance (Mandatory);
- o) Any other factor that procurement team may deem necessary.

7.3 Scope

RwandAir suppliers will be approved on the basis of credit rating, quality of service/products, suitability for purpose, legally registered firms, security vetting, and any other factor specified in the bid document.

RwandAir supplier database list will be drawn and reviewed from time to time by Procurement Unit in consultation with the user departments to ensure that all categories of requirements have been catered for.

7.4 Pre selection of suppliers

Invitations for pre-qualification of suppliers will be done by newspapers advertisement once before the beginning of each financial year.

Internal tender committee involving the concerned departments and procurement shall be constituted for the purpose of prequalification evaluation.

The pre-selected companies shall then be included in the company's list of pre-selected vendors by the category of product or services.

Any firm wishing to engage in new business with RwandAir, will be required to:

- a) Submit information on the company including: Company registration, list of shareholders, Tax clearance, NSSF status, company brochure/profile address, product/service, catalogue, technical data etc. to the Procurement unit
- b) Provide a letter of recommendation from Companies where similar goods or services have been provided as an introduction with references;
- c) Provide bank details, trading license and VAT certificate
- d) Any other document or information that the procurement unit may deem necessary.
- e) Some of the above requirements will not be applicable to international companies.

7.5 Selection of Suppliers

- a) Vendors will be selected based on quality, competitive pricing, agreeable service level agreements, capacity and timely delivery.
- b) Rating of suppliers shall be based on:
 - **Credit Rating:** - Where appropriate, financial capabilities of potential vendors will be checked to support intended transactions or contracts by the use of Bank references, Audited accounts and credit checking institutions.
 - **Quality of Service:** This will be based on the following:
 - i. Actual delivery compared to target
 - ii. Completeness, traceability of delivery and the documents
 - iii. Results of incoming inspection/ site visits
 - iv. Performance of product or service in use; and
 - v. where necessary certificates of international or local standards will be required.
- c) Suitability for Intended Purpose: Purchasing will enlist the assistance of the user department to assess vendor's capabilities to meet specification requirements. The procedure may be handled by a Vendor quality assurance audit onsite or alternatively a detailed specification questionnaire may be used in addition.
- d) Legally Registered Firms: Potential vendors must as a minimum requirement produce the following documents:
 - i Certificate of company incorporation/Trade License.
 - ii VAT/Tax Identification Number
- e) Vendor blacklisting will be done based on available evidence of non-performance and other criteria set below which will be reviewed from time to time by procurement section.
 - None performance of the contract
 - Being involved in corruption practices,
 - Being black listed by RPPA.
 - Supply of substandard products
 - Having been convicted by genocide crimes
 - Having been not cleared by security department.
 - Any other criteria that procurement team may deem relevant.
- f) Suppliers/vendors for aircraft parts will be selected based on the vendor checklist issued and

approved by Quality Assurance and the Procurement Unit, in consultation with the Aircraft Materials function.

- g) Supplier rating shall be carried out from time to time.

8. REQUISITIONS

8.1 Purpose

The purpose of the Procurement Requisition is to ensure that the goods, works and services required is properly authorized and that the necessary financial and budgetary requirements have been complied with prior to issuing a Purchase Order.

8.2 Procedure

Procurement of goods and services shall be supported by an official purchase order duly authorized and approved. The purchase order shall originate from a Purchase Requisition, authorized and approved by all necessary approving levels indicated on the Requisition Form.

When there is a procurement need, the department will fill a purchase requisition form and obtain the necessary approvals and the Form shall be forwarded to procurement unit for processing.

Requisition for non-stock items shall originate from the user department. Such items must be budgeted for and financial provision approved and allocated. However, since an approved budget is only a forecasted expenditure and not an authority to spend; proper authorization will be required.

Requisition for Stock items shall originate from Logistics section in charge of stores. Stock items shall also be budgeted for and financial provision for their purchasing approved and allocated.

Requisition for items not budgeted for shall be approved by the CFO and the users shall obtain approval from CFO that budget adjustments/re- allocation has been done before submitting their requisition for processing by the procurement office.

8.3 Scope

RwandAir commitments to acquire a good or service shall be effected through a Purchase Requisition. Purchase Requisitions shall cover but not limited to the following:

- i. Stock Items
- ii. Spares parts and equipment
- iii. Services
- iv. Capital Expenditure
- v. Works and
- vi. Consultancy Services.



9. DEVELOPING TECHNICAL SPECIFICATIONS FOR GOODS, SERVICES, AND BILLS OF QUANTITIES FOR WORKS

9.1 Procedure

The technical specifications of the procurement item shall be prepared by the **end user** and the documents duly signed by the personnel responsible for their preparation. The documents shall be presented in the form of an attachment to the requisition for the item.

9.2 Purpose

The technical specifications document will serve the following purposes:

- a) Describe the items the user department needs to procure;
- b) Inform bidders of the procurement requirements of the Company
- c) Provide the technical standards for the evaluation of bids;
- d) Form part of the contract by defining the goods to be supplied;
- e) Set technical standards against which the goods supplied can be inspected prior to acceptance;
- f) Avoid sub-standard goods, services, and works and hence ensure value for money.

9.3 Procedure for writing Technical Specifications

- a) The end user shall raise a requisition
- b) Begin with a general or summary specification
- c) Prepare a complete list of the items required
- d) Consider the purpose for which the goods are being purchased and any special requirements
- e) Prepare specifications for each item required
- f) Prepare the required delivery schedule
- g) The CEO or his / her designate shall authorize the requisition
- h) Forward the approved requisitions together with the description of requirements to the Procurement Office to initiate the procurement process
- i) The procurement Office shall determine the appropriate procurement method to apply

9.4 Setting Specifications

- i. Item specifications shall define the technical characteristics and quality standards of goods required by Rwandair. Well-prepared specifications will facilitate the preparation and evaluation of bids.
- ii. Where necessary, Rwandair shall seek technical advice from external specialists/consultants in preparing specifications.
- iii. A specification shall contain a complete, precise, description of the goods required and shall include the following information where appropriate:
 - (a) A clear definition of the scope of the proposed purchase;
 - (b) The purpose and objectives of the proposed purchase;
 - (c) A full description of the item;
 - (d) A generic specification to an appropriate level of detail;

- (e) A functional description of the qualities, including any environmental or safety features, required of the subject of the procurement;
 - (f) Performance parameters, including outputs, timescales, and any indicators or criteria by which the satisfactory performance of the specification can be judged;
 - (g) Process and materials descriptions;
 - (h) Dimensions, symbols, terminology, language, packaging, marking, and labelling requirements;
 - (i) Any other relevant industry standard.
- iv. In circumstances where an item cannot be adequately described, the use of samples shall be acceptable. In such cases, all the potential suppliers shall be accorded equal opportunity to examine the sample before submitting their offers.
- v. No specification shall be issued by making reference to a particular trademark, brand name, patent, design, type, specific origin, producer, manufacturer, codes or numbered item. Exceptions will be made where, for compatibility purposes, the purchase has to be made from the previous vendor (for example, in the case of procurement of compatible spare parts) or specific medicines.

9.5 Delivery Schedule

The delivery schedule shall specify the delivery period and place for all the goods. Where any related works or services are included, the delivery schedule shall also state the completion period of the related works or services, and the site. The following guidance shall be taken into account when preparing the delivery schedule:

- i. The delivery and completion periods shall be realistic. Unrealistically short delivery or completion expectations may result in restricted competition or prompt complaints from prospective bidders. The contract shall specify if partial delivery is acceptable. If the contract does not allow, then the receiving teams shall not accept the partial delivery of goods.
- ii. The delivery and completion periods are best expressed in the form of number of days, weeks, or months from the date of contract award, as precise dates cannot be determined until the contract has been placed.
- iii. The delivery period shall take into account whether the procurement entails standard, readily available goods or those which are likely to be manufactured.
- iv. Where appropriate, different delivery periods shall be given for different items or the total requirement shall be split into several batches with phased deliveries
- v. The delivery period shall take into account whether the goods are likely to be available in Rwanda or require importing. Where the goods are likely to be sourced internationally, the location of the goods and likely transport times shall be considered.

9.6 Documents required during goods delivery

The following documents required during the delivery of goods are simply indicative and may vary depending on the nature of the contract, goods supplied or specific situation:

- i. A copy of the contract or the purchase order;
- ii. Original invoice(s);

- iii. Goods Delivery Note, Goods Received Note and any other document as may be agreed in the contract or other agreement between the two parties.

10. PREPARATION OF SCOPE OF WORKS AND BILLS OF QUANTITIES

10.1 Introduction

The scope of works and bills of quantities are applicable to tenders for works. End users drawing specifications for Scope of Works (SoW) and Bills of Quantities shall do so at the same time of preparing the requisitions.

10.2 Purpose

The SoW or BoQs are key documents which are used throughout the procurement process. The documents serve the following purposes:

- a) Informing the Procurement Unit and the Internal Tender Committee about the procurement needs of Rwandair;
- b) Inform bidders about the Company's requirements in the bid documents or other documents issued to bidders
- c) Provide the technical standard and, for some requirements, the estimated quantities against which bids are evaluated;
- d) Form part of the contract, defining the works to be performed and the technical standard against which the works can be inspected prior to acceptance;
- e) Provide for some type of contracts, the rates and estimated quantities against which actual work is measured for payment purposes.

10.3 Procedure for preparing SoW and BoQs

The following procedures will be used for preparing SoW and BoQs for the procurement of works. Start with a summary of SoW or BOQs (e.g., renovation of washrooms on 2nd Floor etc.) This will then be developed into a design brief for the engineer.

- a) Prepare the drawings and specifications for the works
- b) Prepare a bill of quantity and activity schedule
- c) Prepare the required completion schedule
- d) Prepare an overall scope of works, which will form the first part of the description of requirements
- e) The requisition shall be signed by the CEO or any other authorized personnel.

Note: Alternative specialist advice shall be sought for the preparation and description of requirements for design.

10.4 Drawings for Works

Technical drawings are required to define the works required by the Company. The construction drawings shall be fully developed to show sufficient detail to enable bidders understand the type and complexity of the work involved and to also price their bids. In addition to the construction drawings, a simplified map showing the geographical location shall be vital where applicable.

10.5 Technical Specifications for Works

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the Company's requirements without qualifying or conditioning their bids. Specifications shall be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the related goods and services to be procured.

The following factors will be considered when preparing specifications:

- All goods and materials being incorporated in the works shall have the following features: new, unused, most recent or current models, and recent improvements in design and materials unless provided otherwise in the Contract.
- Due care shall be taken to ensure that specifications are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards shall be used as much as possible. Where national, or other, standards are used, the specifications shall state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.
- In case of spare parts, additions, maintenance of existing systems, engines or any product upgrade, trouble shooting, testing, and analysis, the Company may use brand names, trade names, etc.

10.6 Bills of Quantities

A bill of quantities shall be prepared for inclusion in the bid document or any other document issued to the contractor for the purpose of soliciting for bids, where the requirement is a unit price contract

Bidders shall be required to price the bill of quantities in their bids so that the priced bill of quantities becomes part of the contract.

Payments shall be made using the rates provided in the priced bill of quantities as per the quantity of work actually performed and which will be measured on a regular basis.

The bill of quantities shall serve the following purposes:

- i Provide sufficient information about the quantities of works to be performed to enable the efficient and accurate preparation of bids.
- ii Provide a priced bill of quantities for use in the periodic valuation of works executed once a contract has been entered into.

- iii In order to attain these objectives, works shall be itemized in the bill of quantities in sufficient detail to distinguish between the different classes of works, or between works of the same nature carried out in different locations or circumstances, all of which may give rise to different cost considerations.

10.7. Activity Schedule

- i. An activity schedule shall be prepared for inclusion in the bidding document or any other document issued to bidders for the purpose of soliciting for bids, where the requirement is a lump sum contract
- ii. Bidders shall be required to bid a lump sum price based on the activity schedule. The successful bidder's bid price shall become the contract price.
- iii. Price negotiations and/or other terms of the contract may be carried out where deemed necessary in accordance with the negotiation approach contained in Rwandair's specific procurement manual.
- iv. The objective of the activity schedule shall be to provide a breakdown of the activities and their associated cost, which will form the works to be paid for on a lump sum basis. The breakdown is intended for use as follows:
 - (a) As the basis for certifying interim payment to the contractor; and
 - (b) Assist in valuing any ordered variations.
- v. The works shall be broken down based on the nature of each activity, and if applicable by location.
- vi. The Company shall determine the degree to which the works need to be broken down based on their complexity stated time for completion.
- vii. Separate schedules can be provided for each discrete element of the works. If the works require plant and equipment to be provided, separate schedules for the supply of the plant and equipment only shall also be provided.

10.8 Completion Schedule

The completion schedule shall specify the completion period and site for each part of the works. The following guidance shall apply during when preparing the completion schedule:

- i. The completion periods shall be realistic because unrealistically short completion periods may result in restricted competition or prompt complaints from prospective bidders.
- ii. The completion periods shall be expressed in the form of number of days, weeks or months from the date of contract award or any other date agreed upon between the two parties.

10.9 Records Required

A copy of the SoW or BOQs shall be attached to the requisition form for filing in the procurement file. The user department shall retain a copy of the requisition and a description of the requirements for reference.

10.10 Key Control Processes

The heads of the respective departments shall confirm their approval of the SoW or BoQs by appending their signatures on the SoW or BoQs document.

11. DURATION OF THE GUARANTEE FOR WORKS

Unless the tender document provides otherwise, the guarantee period for works is one (1) year from the date of final acceptance of works.



11.1 Commencement of works

Unless the commencement of works depends on weather conditions or other factors beyond Rwandair's control, which makes it necessary for Rwandair to issue in writing instructions for the commencement of works, the date for the commencement of activities is provided for in the contract as shall be determined basing on Bid of the successful bidder.

11.2. Insurance for works

The successful bidder shall provide insurance cover for the works within the period not later than fifteen working days (15) from the date of signing the contract. The successful bidder must submit documentary evidence to Rwandair to show that on the very onset of works, he/she has obtained an insurance cover for work accidents which any person or their property may undergo during the process of the execution of the works.

11.3. Failure by the successful bidder to execute the contract

The successful bidder is regarded as having failed in his/her to execute the tender obligations, if:

- i. The works are not fully completed within the period provided for by the tender document or within the period within which specified sections of the works were to be completed in the contract;
- ii. The works are suspended in a manner that they shall not be completed within the period provided for by the contract;
- iii. He/she contravenes written instructions lawfully received from Rwandair.

The failure by the successful bidder to execute the contract is communicated in a written report by the supervising official.

The successful bidder is given fifteen (15) working days from the date of receipt of the report showing his/her failure to execute the contract so that he/she corrects his/her mistakes or otherwise defend himself/herself in writing. Failure to react to the report within the given time, it is assumed that he/she has accepted the content of the report. If the successful bidder does not correct the requirements, Rwandair may take any decision deemed appropriate.

The successful bidder is not considered as having failed to execute the contract if such failure resulted from Rwandair.

Subject to the penalty provisions in this Law, if the successful bidder goes beyond the period of fifteen (15) days without correcting his/her mistakes or otherwise defending himself/herself in writing, Rwandair may decide to complete the works by force account and, if necessary use the materials and workers of the successful bidder. The procedure in public procurement law shall guide the process in this case.



12. PROCUREMENT METHODS

12.1 Purpose

Procurement of goods, works and services required by RwandAir is done using the most efficient and cost effective methods whilst allowing for competitiveness, openness, fairness and speed of procurement. The policy is necessary to provide guidelines for the selection and approval of vendors/suppliers for supply of goods, works, equipment and services of accepted quality and at a reasonable cost or price.

12.2 Policy statement

All purchases necessitating competitive bidding will be controlled within a pre-determined and disciplined procedure to assure qualified vendors of equality of opportunity.

RwandAir shall adopt the following methods of procurement of goods, works and services:

- i. Shopping
- ii. Request for Quotations
- iii. Request for Proposals. This applies to services or other items/works whose technical Specifications cannot be clearly pre-determined, through two options Restricted Method or Open Competitive bidding (OCB)
- iv. Single Sourcing
- v. Simplified Method

A single source supplier is categorized as the only vendor with goods, works or services on the market who sells the particular item or service requested. An example is a patented product Single Source Supplier. The item or service may be available from multiple suppliers, but only the requested supplier is accepted for technical reasons.





12.3. Choice of the procurement method shall be determined in accordance with the criteria below:-

Method	Conditions for use of procurement method	Time frame set for each method
Shopping	<ul style="list-style-type: none">• This shall be used for items readily available on the market and of small value.• One quotation for price reference shall be enough.• No evaluation report shall be required on this method.	1-2 days
Request for Quotations	<ul style="list-style-type: none">• This should be used for readily available goods/services/works that have standard specifications.• Three quotations shall be required where possible. If it is not possible to get three quotation, the Procurement Officer shall justify this with a MEMO or report to the Senior Manager procurement. This will apply to local purchases only.	3-4 Days
Restricted Method	<ul style="list-style-type: none">• Where goods or services are highly complex or technical in nature• Where goods or services are available from a limited number of suppliers• Where time and cost required to examine and evaluate a large number of bids would be disproportionate to the value of goods or services	5-10 Days for Local companies from the date of receipt of invitation to tender by the bidder 10-15 Days for international companies from the date of receipt of invitation to tender by the bidder. This timeline excludes vetting process.



Simplified Method	<ul style="list-style-type: none">• A simplified method is a method of procurement used between the threshold for the requests for quotations and national competitive bidding thresholds. Which may be national open or restricted tendering, in which the preparation of bids is easy and the technical specifications are not complex.• When such method is used, a shorter bidding document or request for proposals shall be used. and the number of days between tender publication and the deadline for submission of bids may be reduced but in any case not less than eight (8) working days for national open	5-10 Days for Local companies from the date of receipt of invitation to tender by the bidder. 10-15 Days for international companies from the date of receipt of invitation to tender by the bidder This timeline excludes vetting process
Open Competitive Bidding	This shall be the preferred procuring method	Up to 30 Days for Local companies & up to 45 days for International companies From the date of receipt of invitation to tender by the bidder This timeline excludes vetting process.

Single Sourcing	<ul style="list-style-type: none"> • The need for the service is urgent and the circumstances giving rise to the urgency were not foreseeable and were not the result of negligent conduct on the part of the Company • Procurement of goods is only available from a monopoly e.g. Air craft parts from a particular manufacturer • In case of direct manufacture. • Additional works from existing orders not exceeding 20% of the initial order value • Part of the work that can't be separated from the initial work done. • Supply of spare parts and maintenance services from the supplier of the equipment/items who is a direct manufacture or authorized dealer. • And other factors mentioned in the Rwandan Procurement Law on single sourcing 	N/A	2-5 days
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12.4 International tender

An international open competitive bidding shall be based on the following requirements:

- i) Size of the tender; Rwf 600,000,000 for supplies and services and Rwf 1,200,000,000 for works.
- ii) Technical capacity and expertise that may not be available in the country.

12.5. Impossibility to meet conditions for use of a given method

When prevailing circumstances make it impossible to meet the conditions set for use of a given method and Rwandair finds it necessary to use a less competitive method under this policy in order to effect procurement, the procurement office shall seek authorization from the CEO.



13. TENDER MANAGEMENT

13.1 The Internal Tender Committee

RwandAir shall establish a Tender Committee called Internal Tender Committee (ITC) responsible for handling and evaluation of tenders.

- a) The Internal Tender committee shall be appointed by and be answerable to the CEO.
- b) Reporting: Internal Tender Committee shall be reporting the CEO and the minutes of the ITC shall go to CEO for implementing the recommendations.
- c) The basis for selection of members of the ITC shall include integrity, technical expertise, and experience among others

13.2 Composition of ITC

- a) **The Chairperson of the ITC** shall be appointed by the CEO
- b) **The Secretary of ITC** shall be the head of Procurement unit or his/her representative from Procurement Unit who will advise the Committee to ensure that the procurement practices are applied. Related to this, he/she shall review all soliciting documents prior publication.
- c) **Co-opted Members:** The Committee may co-opt/invite specialized members from the department whose tender is to be analyzed/evaluated. However, they role shall be limited to advising the committee and providing required technical explanations and guidance. Shall not influence decision making process.
- d) **Quorum:** The quorum of the ITC shall be two-thirds of the total number of members.. Delegation of powers by a member of the ITC shall not be acceptable.
- e) **Term of office for ITC:** ITC members shall be appointed on a three year basis or as may be determined by the CEO. Chairperson of ITC shall be appointed by the CEO during the time of appointing other members of the committee. The ITC shall be composed of an odd number of the membership. Procurement Unit shall have minimum permanent seats of at least two members. The committee shall have chairperson and vice chairperson.

Exclusions from the tender committee team: Staff from the following offices shall not **be appointed as members** of the ITC:

- a) The CEO
- b) The Head of Finance (CFO) or any other Finance staff
- c) All Internal Audit staff
- d) All Legal staff
- e) Logistics and administration staff

13.3 Responsibilities of ITC

- a) To open tenders,
- b) To sign all pages of the original bids
- c) To initial against any corrections of prices which are noted.
- d) To evaluate bids and recommend for tender award
- e) Approve all tenders whose value exceeds Rwf 5,000,000.

13.4. Approval thresholds

Below shall be the approving thresholds for different managerial levels.

S/N	Amount	Approving level
1	Rwf 1-500,000 (Petty cash)	CFO & Sr Manager Finance
2	Rwf 500,001-5,000,000	CEO& all levels indicated on the LPO
3	Rwf 5,000,001 and above	Internal tender committee
4	Any Strategic purchase that was not previously approved in the Budget	Board of Directors
5	Any Capital expenditure that was not previously approved in the budget approved in the Budget	Board of Directors

13.5 Invitation for Internal Tender Committee Meetings

The invitation to attend ITC meetings shall be prepared by the secretary of the ITC and sent through email or other appropriate means to all the members. The invitation shall clearly specify the venue, agenda, and time of the meeting.

13.6 Decision Making of Internal Tender committee

The decisions of the ITC shall be made by consensus, but where consensus is not reached the team shall resort to voting and the majority decision shall prevail.

13.7 Minutes of the Internal Tender Committee

The minutes of the ITC meeting shall form part of the supporting documentation for any procurement approvals where necessary. The minutes shall comprise the following:

- i Agenda, date, and venue;
- ii Items or tenders that have been evaluated and/or discussed;
- iii Recommendations made thereof.

13.8 Hiring of external expert/s to assist Internal Tender committee

RwandAir may hire consultants to assist in the evaluation of bids or preparation of tender documents at any stage in the procurement process, especially when the scope of the bid or contract requires particular expertise not available in the Company. However, the consultant and the ITC shall collectively be accountable for the recommendations made and in no way shall the ITC be bound to accept the recommendations of the hired consultant if they are misleading. This may include translating or preparing the Bid documents in languages that are not familiar with RwandAir staff.



13.9 Allowances for Internal Tender Committee Members

Internal Tender Committee will be entitled to monthly allowance of RWF 50,000. However, this may be increased by the CEO depending on circumstances or, and the number of tenders awarded.

13.10 Frequency of meetings of the Tender Committee

Tender Committee should meet as often as possible. However, the Committee must meet and analyze on any tender submitted within one week. Under normal circumstances, the Tender Committee must have a fixed day to meet once a week and anytime when it is requested by the head of Procurement unit. Notwithstanding this, secretary of ITC may call for a meeting whenever there is an urgent need to do so.

14. TENDERING

The procurement in consultation with the user department shall raise Invitation to Tender Document. Procurement Unit may source a tender item through Open Tender, or Restricted or Single Source or Selective Tender. The urgency of the requirement will influence the method of tender to use.

The specifications for tender items should be comprehensive but also broad enough to accommodate offers, which could satisfy adequately the purpose for which the goods or services are required. In the absence of technical specifications, bidders should be encouraged to view the approved sample before responding to the tender.

14.1. Tender box

All tenders awarded through open competitive bidding, restricted and single sourcing methods shall be placed in the designated Tender Box with the Central Secretariat Office.

Tender box shall have two keys in which one will be in the custody of the Administrative officer and the other will be held by the Director Support Services. The office will be entrusted with the keys and documents in the tender box.

14.2 Enquiry returns

On receipt of invitation to tender, Procurement Unit shall coordinate any communication with bidders for further information required in the preparation of the bids. Procurement Unit shall arrange for tender opening using customized templates from RPPA.

14.3 Tender Notice

Tender notices should where applicable be widely published and should give prospective tenders adequate time and information to prepare their offers.

14.4 Details of Tender notice

Listed below are the elements that should be included in the Invitation to Tender:

a) Cover letter

- i. Summary of purchase
- ii. Bid submission deadline
- iii. Bid opening time and date
- iv. Authorized RwandAir Representative(s) to contact.
- v. Name and address of Rwandair;
- vi. Reference number of the tender to be used in the tender award process determined by Rwandair;
- vii. An explanation of how to obtain the tender document and its cost.

b) Instructions to Bidders

- a. Conditions affecting work
- b. Bidders' qualifications and profile
- c. Preparation of bids
- d. Place of submission of bids
- e. Late bids modification of bids or Disposal of bids
- f. Award of contract or purchase order
- g. Payment terms (Letter of Credit)
- h. Bond Requirements
- i. Bank and performance guarantee
- j. Basis of bid submission
- k. Acceptance period
- l. Amendments
- m. Receipt of amendments

14.5 Tender advertisement

RwandAir shall advertise the tender notice in at least one newspaper of nation-wide circulation with a determined edition period and or on its website. Given level of technology in Rwanda and the access to internet, Rwandair may decide to advertise tenders with online platforms if they expect to get a lot of viewers and big coverage.

14.6 Submission of Tenders

- a) Tenders shall be in the Tender Box or a designated cabinet before the stipulated closing date and time. Tenders that are received by post must be deposited in the tender box immediately they are received and if they have been opened by mistake this should be recorded on the envelop and witnessed by the other members of Tender Committee before placing them in the tender box. However, submission by email shall be used as circumstances may determine.

- b) The tender box or designated cabinet must be securely placed at the Central Secretariat where it is accessible to members of the public without hindrance. The tender box/

designated cabinet should be clearly marked so (i.e. **TENDER BOX/ DESIGNATED CABINET**). It should have two keys.

- c) Tender document shall be issued to prospective Bidders in duplicate and a nominal fee shall be charged to cover the cost of the transaction.

14.7 Tender Opening

- i. Tenders will be opened by ITC subject to the quorum and recorded by the Secretary of the Committee who will normally be Senior Manager Procurement or his/ her appointee. In the opening session only three (3) members shall be sufficient to conduct the opening.
- ii. On the closing date, the ITC will convene and open the tender box. All bids received shall be dated, and initialed by the committee members. The number of bids received will be documented with their bid prices.
- iii. Should the bid deadline be extended, all bidders shall be notified in writing of the change.
- iv. Head of the Procurement unit or his/her appointee will convene the Committee as and when required and it will work as stipulated under Tender Opening Committee Functions.
- v. Opening/closing dates, time and place of opening shall be clearly indicated in the tender document.
- vi. Tender opening will be done in public
- vii. After opening, all tenders shall be numbered and initialed by the chairperson of ITC and members present.

If any Bidders are present, the following information shall be given:

- i. Name of Bidder
- ii. Bidder's price and the discount offered.
- iii. Delivery period or completion period indicated (where applicable)
- iv. Tender security where requested.
- v. Any other information as may be required depending on the nature of the Tender.

14.8 Use of tender evaluation reports as support document

Tender evaluation reports can be used as support document on payment, preparation of PO and contracts as many times as possible provided that it is in the same budget year.

14.9 Communication

During the tendering process the Procurement Unit will communicate with vendors and originator to ensure that the most competitive prices are to be achieved. Request for further information on the tender by bidders shall be done in writing to the Procurement unit. All requests from suppliers for clarifications and the Bidders' response shall be in writing either by email or a formal letter.

14.10 Selection criteria

Selection criteria shall be agreed at the time of raising the tender and shall include some of the following:

- i. Origin of the Product or Service
- ii. Vendor qualification (clearance by security office)
- iii. Compliance with technical specification
- iv. Price including discount offered

- v. Past performance-recommendations of similar tender executed
- vi. Delivery time (Shorter delivery time)
- vii. Payment terms
- viii. After sales services where applicable
- ix. Guarantee on the equipment (where applicable)
- x. Approved sample (where applicable)
- xi. Approved designs (where applicable).
- xii. Any other criteria that the evaluation team may deem relevant during the evaluation process

For selection other than the lowest bid a full technical justification shall accompany the request and authorization obtained.

14.11 Tender analysis

After the tenders have been opened, a Tender Evaluation report shall be prepared by the Tender Committee. This will involve tabulation of prices and analysis and rating them and making recommendation to the relevant Tender committee will recommend award of the contract to the bidder with highest score. Exceptions to this shall only be approved by the CEO/Deputy CEO.

The decisions of the Tender Committee shall be final subject to approval by the CEO/ Deputy CEO.

14.12. Negotiations

Procurement office shall conduct negotiations to get competitive offers from the bidders.

14.13 Appeal procedure

- a. Unsuccessful bidders may request for tender proceeding details upon receipt of the notification specifying that their bid was unsuccessful. RwandAir will provide details of the decision made and reasons thereof.
- b. The unsuccessful bidder(s) shall have seven (7) working days for appeal or lodging a complaint before signing a contract with successful bidder(s)
- c. The unsuccessful bidder(s) shall write an appeal or complaint to CEO or Deputy CEO.
- d. All appeals/complaints in regard to tender proceedings shall be in writing. Un written
- e. complaints shall not be considered as an appeal/complaint.
- f. Upon receipt of the complaint/appeal, the CEO or Deputy CEO shall forward the appeal to the chairperson of the ITC and request them to do re-evaluation of the tender in question and produce a report which shall be the basis of responding to the concerned bidder. This shall not be later than seven (7) workings days from the date of receiving the complaint by ITC.
- g. From there, the secretary to the ITC shall prepare a response letter to the bidder and have it signed for issuing.
- h. After serving of the response letter to the bidder, the appeal /complaint shall be deemed closed and no further complaints shall be entertained on the subject matter.

14.14 Post Tender qualification

- a) Where it is in the company's interest, post tender negotiations may be carried out with the winning Bidder
- b) For high value orders, Procurement Unit will conduct post tender negotiations with the

successful bidders to gain discounts, improve on delivery lead-times or better payment terms

- c) It is not obligatory to do so but final negotiations may be entered into at the discretion of the Senior Manager Procurement unit at any time. Based on the target, the head of Procurement unit his/her appointee may negotiate with one supplier or all of them.
- d) Site visits, where necessary, the procurement office and any other office that may deem relevant shall organize site visits to fully ascertain that the successful bidder complies with the tender requirements. The team shall generate a report which shall be part and parcel of the tender documents
- e) If it is found out that the said successful bidder does not fully meet the tender requirements, the ITC shall base on the site visit report and award the tender to the next ranked bidder who meets the requirement of the tender.
- f) Upon satisfactory post tender selection, Procurement unit will issue a Purchase Order or contract as the case may be.
- g) Pre-shipment inspection, procurement office and any other office that may deem relevant mostly user departments shall appoint a team to do pre-shipment inspection for international supplies to ascertain that the goods planned for shipment fully meet technical specifications as per the tender document. The team shall again produce a report which shall be part and parcel of the tender evaluation report.

14.15. Supplier Vetting

Suppliers shall be subjected to vetting under the following conditions;

- a) All tenders whose value exceed Rwf 5,000,000
- b) Suppliers who have never worked with a government institution before.

15. PURCHASE ORDER ADMINISTRATION AND RESPONSIBILITIES

15.1 Scope

A "**Purchase Order**" constitutes a contract between Rwandair and the supplier. The purchase order contains terms and conditions of supply.

All Company purchases are processed and controlled by the Procurement unit and assigned an official order number. Only Procurement unit will make all commitments to external suppliers. No purchase order will be valid and no payment for goods or services will be proper if the Purchase Order is not completed and procedures adhered to.

15.2 Responsibility

Particular responsibilities are as follows:

a) Managers

It is the responsibility of all managers to ensure that their staffs do not make commitments on behalf of the company to any external suppliers.

b) Procurement Unit and Logistics Unit

- It is the responsibility of Procurement Unit to ensure that Purchase orders are prepared, approved and handed over to logistics office.

- It is the responsibility of the logistics office to distribute the POs to the suppliers.
- The procurement officer responsible will create a purchase order after quotations have been analyzed/approved and a potential contractor selected by the Internal Tender Committee.
- It is the responsibility of stores clerk to ensure the goods received note is duly signed, matched with the purchase order requirements and the invoice checked by Logistics Manager for approval for payment to Finance Department.
- It is the responsibility of Acceptance Committee to inspect deliveries so as to ascertain if they fully comply with technical specifications of the goods ordered.

c). Users

- i. Preparation of department budget
- ii. Preparation of requisition forms with full approvals and send it to procurement office for processing.
- iii. Get approval of requisitions for items not budget for
- iv. Approval of samples
- v. Being part of site visit whenever required
- vi. Development of specifications and Terms of reference
- vii. Be part of ITC for technical guidance whenever required.

16. PURCHASE ORDER (PO) CONTROLS AND ACCOUNTING**16.1 Security of Purchase Order Stationery & Cancellation of PO**

- All PO stationery/books must be kept securely locked up at all times when not in use. Custody of all unused PO stationery will be the responsibility of the Senior Manager Procurement or any other designated staff from Procurement unit.
- All Purchase Orders will be issued in sequential serial numbers in ascending order
- On no account will anyone commit the company to expenditure for goods or services without the authority of a Purchase Order duly signed and approved.
- In the case of a PO being cancelled, the Procurement unit should ensure that:
 - a) That the printed copy of the subject PO has been clearly stamped "CANCELLED" and signed by the procurement officer who has cancelled the PO.
 - b) That the copy has been retrieved stapled together and sequentially filed in the PO file.
 - c) That the date and number of the PO have been entered into the PO register and the cancellation indicated thereon.
- Suppliers will be advised to send all invoices directly to Logistics Unit for verification before being forwarded to Finance for payment. The Accounts Payable Section should return

- to Logistics all invoices not covered by a PO and Goods Received Note.
- Invoices for services should be checked by the Manager of the department that received the services and verified by Director Support Services before they are processed for payment by Finance.
 - On receipt of an invoice, the Accounts Payable Section will arrange for payment of the invoice subject to its validity and proper authorization as per this procedure and in accordance with the company's Accounting Guidelines.

16.2 Purchase Order Control Procedure

- a) Purchase Orders shall be controlled by the procurement and workflow procedures on the purchase order form.
- b) Purchase Orders shall be subject to further control processes within the Procurement unit who will ensure that the specifications are clear and accurate and carry out quotation and tender processes. There shall be a data base that captures Procurement information to facilitate continuous review of all orders outstanding for a relatively long period. This data base shall show the following:
- Purchase Order No.
 - Purchase Order date
 - Name of Supplier
 - Requisitioning Department
 - Requisition date
 - Description of goods
 - Quantity ordered and delivery period.

16.3 Purchase Orders Authorization

All purchase orders must be approved by the CEO or DCEO.

16.4 Amendments

- i. Purchase requisitions and Purchase order amendments may only be approved in accordance with the levels of authority as determined herein.
- ii. Senior Manager Procurement unit shall have authority to do amendments or adjustments of the approved requisition details without requesting further approvals provided that this is in the interests of the company

17. PROCEDURE FOR EMERGENCY PURCHASE

Emergency shall relate to the list of the circumstances provided here below:

- i. Anything that may lead to A.O.G (Air Craft On Ground)
- ii. Transport breakdown in service
- iii. Machine breakdown.
- iv. Technical services.
- v. Any other circumstance that may be approved by the CEO or her/his delegate.

17.1. For urgent requisitions, head of the user department shall prepare a MEMO addressed to CEO/DCEO for approval. The MEMO shall specify a minimum of the following;

- i) Why the requisition is urgent.
- ii) What are the likely effects if the requisition is not treated as urgent?
- iii) Corrective measures taken by the user department to avoid the same case in future.

Upon approval of the requisition as urgent by the CEO/DCEO and Director of support services, procurement office shall go ahead and process the requisition on urgent basis.

On receipt of the emergency Purchase Request, Procurement unit will process the PO and contact the supplier to confirm availability of the service or goods/works.

Within a maximum of 48 hours after emergency commitment the originator will complete the necessary paperwork for normal Procurement process.

On a monthly basis the Director Support Services will supply a list of all emergency purchases to the CEO detailing the requisitioning department, the service requisitioned, the reason for the emergency and the cost of the service. The CEO will be responsible for identifying any abuse of the emergency procurement procedure.

If the emergency is likely to have serious effect if not attended to and resolved, and yet the normal procedure is likely to take some time, CEO/DCEO shall approve for procurement office to do violate some of the processes.

18. STRATEGIC PURCHASE

The CEO or his/ her designate shall appoint the team to do strategic purchases of goods/ services and works, where applicable with the approval of the Board. For the purpose of clarity these purchases will include but not limited to the following:

- i. Purchase of Aircraft
- ii. Aircraft insurance
- iii. Aircraft leases
- iv. Air craft fuel
- v. Any capital expenditure whose value exceeds RWF 300,000,000
- vi. Any other purchase considered to be strategic by the CEO/DCEO.

18.1 Procedure

The originator having established the need and with approval of CEO/ DCEO and the Board of Directors, Procurement Unit will apply the best fit method and procedure to be used. In the case of Board approval, the initiating office (user department) shall provide a copy of the board resolution as a support document.

18.2 Packaging tenders

RwandAir shall package tenders into different Lots where necessary. However, if a single lot has many items and all of them can't be offered by a single bidder, the bidder shall be considered for evaluation provided that the missing items do not exceed 50% of the scope of supply.

18.3 Language (s) used in procurement

For all tenders, the bidding document shall be prepared in English or French depending on the decision of procurement office. However, if conditions necessitate another language not familiar with the procurement staff, the company may source a professional interpreter to convert the tender document in the language convenient for the bidders. The contract shall be prepared in the language of the bid document or preferred language of the Bidders.

18.4 Modifications to bidding documents

RwandAir may amend the bidding document at any time before the deadline for submitting tenders by issuing an addendum. Such an amendment may be made on RwandAir's own initiative or in response to the bidders' concerns.

Rwandair shall promptly provide a copy of the addendum to each person to whom Rwandair provided copies of the tender documents. The addendum shall be deemed to be part of the tender documents.

If an addendum to the bidding document is done, deadline shall be extended to enable bidders have ample time to prepare their bids.



18.5. Contents of the bidding documents

The bidding documents shall contain enough information to allow fair competition among those who may wish to submit tenders. The bidding documents shall set out the following:

- a) specific requirements relating to the goods, works or services being procured and the time limit for delivery or completion;
- b) if works are being procured, relevant drawings and bills of quantities,
- c) the general and specific conditions governing the contract,
- d) if the performance security is required;
- e) the tender number assigned to the procurement proceedings
- f) instructions for the preparation and submission of tenders including the number of copies to be submitted with the original bid
- g) any bid security required, the form and amount of such security;
- h) any proof evidencing the bidder's qualifications
- i) a statement of where and when tenders shall be submitted,
- j) a statement of where and when the tenders shall be opened;
- k) statement of whether those submitting tenders or their representatives shall be allowed to attend the tender opening session;
- l) statement of the period during which tenders shall remain valid;
- m) the procedures and criteria for bid evaluation and comparison;
- n) statement that RwandAir may cancel the bids at any time before the signing of the contract;

18.6. Cost of the bidding document

RwandAir shall provide copies of the bidding document in accordance with the invitation to tender. Rwandair may charge a fee for obtaining copies of the bidding document. The cost of the tender document shall only be equivalent to the amount of money required for preparing, drawing, photocopying and sending it to the bidder. The standard none refundable fee is a maximum of RWF 15,000 to be paid on Rwandair's Account. Given the level of technology in Rwanda, Rwandair may decide to send soft copy of the tender document than giving hard copies. In this case, the procurement shall decide.

18.7. Tender security

For all open tenders RwandAir shall require a bid security. It may be either by Bank or Insurance. The amount of tender security shall be a percentage of the bid price or a fixed fee. Nonetheless, such a security shall not exceed two percent (2%) of the tender price. Tender security shall be seized if the bidder:

- a) withdraws the tender after the deadline for submitting tenders but before the expiry of the period during which tenders must remain valid;
- b) Rejects a correction of an arithmetic error;
- c) or refuses to enter into a written contract as required
- d) fails to furnish any required performance security. (This is only applicable to open tenders as may be determined by the procurement office).



RwandAir shall immediately release the tender security if:

- a) The procurement proceedings are cancelled;
- b) it realizes that none of the submitted tenders is responsive;
- c) A contract for the procurement is entered into.

18.8. Cancellation of tender

RwandAir may cancel the tendering process due to any of the following reasons;

- i. after the submission deadline when they was no sufficient turn up of the bidders
- ii. When the bidders have inflated the prices compared to the market rate and budget and the bidders are not willing to bring it down.
- iii. When RwandAir fails to get sufficient budget to fund the execution of the contract
- iv. When the bids submitted are not responsive
- v. When Rwandair wants to safeguard its interests. These should be clearly defined by the management
- vi. In case of fraud practices by the bidders
- vii. In case all bidders that turned up were black listed by RPPA
- viii. When the bidders are not cleared by security office.

If the decision to cancel the tender is taken, the internal tender committee shall have the responsibility of recommending a way forward. Such as re-advertising the tender, not considered it again, etc.

18.9 Bid validity period

The Bidding document shall determine the bid validity period. Before the expiry of the bid validity period, the procurement office may request bidders to extend the validity period. The procurement office shall give notice of such an extension to each person or firm that submitted a bid. The bid validity period shall not exceed one hundred and twenty (120) calendar days unless accepted by the bidder.

18.10. Responsiveness of bids

A bid is responsive if it conforms to the requirements specified in the bidding document; those requirements are administrative, technical and financial.

18.11. Request for clarifications

In the process of evaluation and comparison of bids, ITC may request clarifications in writing or by email from any bidder whose bid is not clear. In any case, clarifications shall not change the substance of bids or the bid price to make it make substantially competitive. The evaluation process shall be kept on hold until clarifications are provided. Notwithstanding this, bidder should provide clarifications within three (3) working days from the date when the request for clarification was received. After the three days prior said, the ITC shall proceed with evaluation process with the clarifications are there or not.

18.12. Evaluation of bids and the timeline set for evaluation process

The Tender Committee shall evaluate and compare only the bids determined to be responsive. The evaluation and comparison shall be based only on the procedures and criteria set out in the bidding document.

The successful bidder shall be the lowest priced responsive bidder meeting criteria set in the bidding document. The tender committee shall prepare an evaluation report containing a summary of the evaluation and comparison of bids.

The evaluation process should be finalized and pending for security clearance not later than fifteen (15) working days from the date of bids opening.

18.13. Rejection of bids

The Internal Tender Committee may reject all the bids at any time due to any of the following reasons:

- a. When procurement proceedings have been over taken by events and are no longer required;
- b. If prices offered are higher than the planned budget;
- c. If the tender committee establishes that the bid prices are higher than the market prices.
- d. If it is established that there was fraud and lack of fairness in tendering process;
- e. If all bids are considered non responsive.
- f. If any of the criteria said above in the bidder's qualification materializes.

If all bids are rejected, the tender committee shall have the responsibility of recommending the way forward. Example, recommending to repeat the tender process or any other decision that needs to be taken.

18.14. Correction of arithmetic errors

The evaluation committee shall correct any arithmetic error in the process of evaluating the bids and notify the concerned bidder of any corrections made in his bid. If there is a conflict or a miss match between the line total price and the corresponding unit prices in the bid, unit prices shall prevail. Likewise, if there is a conflict or a miss match between the overall total (Bid value) figure and the bid value if words, the latter shall prevail in the bid opening session. However, after the correction of arithmetic errors, the new total calculated shall govern the evaluation process. If the bidder rejects the correction, the bid shall be rejected and the bid security shall be seized if it has been provided.

In this case, the evaluation committee shall proceed to consider the next ranked evaluated bidder

18.15. Provisional and final notification

Before the expiry of the bid validity period, Rwandair shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the evaluation process in writing.

The notification must specify that the major elements of the procurement process may be made

available to bidders upon request and they have seven (7) days to lodge a complaint, if any, before a contract is signed with the successful bidder.

Upon signature of the procurement contract with both parties, Rwandair must notify to other bidders that their bids were not successful.

After the notification of contract award, the unsuccessful bidders, within a period not exceeding three (3) working days, have the right to request for explanation as to why their bids were not selected, but not for purpose of appeal against decision of tender award. Rwandair must provide such an explanation within a period not exceeding three (3) working days.

19. CONTRACT MANAGEMENT AND ADMINISTRATION STANDARD TERMS AND CONDITIONS

This procedure applies to all contracted company services, amendment to contracts, changes in price, payment terms, terms of the contract and obligation of parties.

Rwandair Standard Terms and Conditions of contract shall apply to all contracts entered into by RwandAir with a successful bidder or contractor.

The successful bidder and Rwandair shall enter into a written procurement contract based on the tender document, the successful bid, any clarifications received, discount and any corrections provided.

For the tenders of consumables, none consultancy services whose value does not exceed ten million Rwandan francs (10,000,000) shall be confirmed by a purchase order.

However, a purchase order may be issued after the conduct of procurement proceedings and is considered as a binding contract or may be issued in addition to the written contract.

If the successful bidder fails to enter into a written procurement contract, RwandAir may award the tender to the qualified bidder that ranked second. If this was the only bidder that turned up, ITC may cancel the tender and repeat the process or revise the terms of the contract if it is the reason advanced by the successful bidder for not signing the contract.

The above provisions shall not apply if the period during which tenders must remain valid has already expired.

For local tenders, fourteen (14) days shall be given to the successful bidder to provide all the required documents and sign the contract. Failure to, RwandAir shall consider the second ranked bidder having serviced the notification of intent to the bidder who was initially considered. For international tenders, it shall be twenty one (21) days.

19.1. Contents of procurement contract



The contract must alleviate fears and risks for both parties to the contract and include at least the following details:

- a) identification of parties to the contract;
- b) the subject matter of the tender;
- c) contract documents depending on their priority;
- d) price
- e) delivery or completion period and penalties for delays, if any;
- f) conditions for partial or total acceptance of goods, supplies, works, consultancy and non- consultancy services;
- g) payment modalities;
- h) insurances, securities required and compensation related matters;
- i) provisions regarding contract amendment or termination;

- j) the case of force majeure;
- k) the name of the bank and account number for effecting payment
- l) modalities for dispute settlement, review organs and applicable regulations

19.2. Contract format

The agreement shall be composed of the following:

- a) The agreement
- b) General conditions of the contract
- c) Special conditions of the contract

The following shall be the main supporting documents to the contract.

- a) Notification letter (Where applicable)
- b) Offer of the successful bidder (s) (Where applicable).

19.3. Contract amendment

Any amendment to the contract must be made in writing and signed by both parties. Contract amendments and various instructions must not affect the substance and the nature of the original contract. Any amendment increasing the contract value by more than fifty percent (20%) shall requires a new tender.

19.4. Types of contracts

19.4.1 Framework agreement

A framework agreement may be concluded between RwandAir and one or more bidders for its own interest. The framework agreement is used:

- a. where the goods, supplies, consultancy and non-consultancy services are needed frequently over a period of time but the quantity and timing cannot be defined in advance;
- b. In order to reduce costs and time for preparation of tender which is needed repeatedly or continuously over a period of time.

The framework agreement is concluded for a period not exceeding three (3) years. Such agreement is

subject to an evaluation by Rwandair towards the end of the contract period. As a result of this evaluation, RwandAir may decide to continue with the same agreement or to cancel it. In case of frame work contract, contract price shall be a unit price.

The procurement office shall determine in tender document if price quoted covers all the required expenses on works, goods, supplies or consultancy and non-consultancy services, in particular, taxes, duties, levies applicable, profit margin to the successful bidder.

19.4.2. Fixed prices contract

This is a contract that shall have fixed contract amount. However, if it becomes clear that after some time while executing the contract the prices changed, either party to the contract may serve the other party a notice requesting for price adjust as per the market conditions.

In that case, the contracting parties negotiate the modalities for revising the prices. If no compromise is reached between the two parties, the provisions of this Law apply or the interest party may terminate the contract without incurring liability to the other party. If an agreement is reached to revise the prices, the parties to the contract shall agree on the method of revising prices.

19.5. Contract period and renewal

- a) RwandAir shall give contracts on three-year basis which may be renewed once. However, contracts for supply of spare parts and maintenance of equipment, proven monopoly suppliers; direct manufacturer of the equipment or dully authorized dealers; shall not be limited to the contract period mentioned above.
- b) Renewal of the contracts without change in the scope or and price shall not be subjected to prior approval of the internal tender committee. Basing on the request of the users, legal department shall directly renew the contract provided that it meets the requirements of (a) above.

19.6. Performance security

The successful bidder shall be required to furnish a performance security in accordance with the tender document requirement. The performance security shall not exceed ten percent (10%) of the contract price.

The performance security must be in form of a bank security, a guarantee issued by an authorized financial institution or an irrevocable letter of credit.

The performance security must be submitted by a successful bidder before signing the procurement contract. The amount of performance security depends on the contract value and nature of activities to be carried out. The value of the performance security must neither be less than five percent (5%) or more than ten percent (10%) of the contract value.

The performance security shall not generate interest and it must be determined in accordance with the form provided for in the tender document.

Provisions under paragraph 2 of this Article shall not apply to tenders related to consultancy and non-consultancy services or works and supplies where their estimated value does not exceed a threshold of Rwf 10,000,000.

If the contract execution has been extended or its value has increased, the contractor must respectively extend the validity period of the performance security and increase its amount accordingly.

For a successful bidder who is not willing to furnish a performance security for known or unknown reasons, the senior manager procurement or his/her designate shall write a memo to CEO/DCEO requesting to waive off the condition of performance security. Once the memo is approved, the procurement shall go ahead and award the contract without a performance guarantee.

19.7. Currency of the performance security

The currency of the contract price shall be the currency of the performance guarantee unless requested by the successful bidder. Upon receiving a request of the successful bidder, the head of procurement department shall have authority to approve the request. However, if the option to have performance security in a different currency is approved, the value should not be less when currency conversion is done.

19.8. Seizure of the performance security

In case the contract is not fully or well executed, the performance security must unconditionally be seized by Rwandair as compensation without prejudice to other penalties provided for by laws.

The bank or authorized financial institution must give to Rwandair all the amount of the performance security upon claim by the latter within ten (10) working days from the receipt of such a claim. The bank or authorized financial institution pays also an additional interest of one percent (1%) for every day of payment delay. If it is necessary to take the matter to court, and it rules in favor of Rwandair, this interest continues to accrue up to the time the court decision is executed.

Where the bank or the financial institution hampers the process of seizure of the security, the procuring entities shall turn down securities from such institutions for a period of two (2) years.

19.9. Refund of the performance security

Upon request of the successful bidder, the performance security shall be returned to the bidder in full after having ascertained that the contract fully executed and completed. This shall be evidenced by certificate of acceptance of works, services, and goods. The performance security shall be returned within fifteen (15) days from the date of certificate of acceptance.

20. TENDERS FOR CONSULTANCY SERVICES

20.1. Purpose

This procedure provides guidelines for preparing Terms of Reference for the procurement of consultancy services.

The Terms of Reference for consultancy services play the following roles:

- a) Inform the Procurement Unit and Tender Committee about the procurement needs of the user department;
- b) Inform consultants about the Company's requirements through inclusion in the request for proposals document (RFP);
- c) Well-prepared terms of reference will facilitate the preparation of proposals by consultants and the evaluation of bids by the Internal Tender Committee of the Company
- d) Form part of the contract by defining the services to be supplied; and
- e) Set the technical standard and/or deliverables against which the services performed can be judged and measured before approval.

20.2 Procedure

- a) Start with a general or summary description of the requirement
- b) Prepare detailed ToR for the services
- c) Send the description of requirements, along with the requisition, to the Procurement Unit

20.3 ToR for Consultancy Services

- i. The ToR for consultancy services shall be provided in sufficient detail to enable consultants understand the services required by the Company
- ii. Key elements of ToR include, but are not limited to the following:
 - f) A brief description of the Company;
 - g) Purpose/objective of the assignment and what it is expected to achieve;
 - h) A description of the scope of the services required;
 - i) Location(s) for performance of the services (e.g., specify the address where services are to be performed);
 - j) Role, qualifications and experience of any key staff required;
 - k) Duration of the contract or expected completion date;
 - l) Any facilities, services, or resources that the Company may be required to provide;
 - m) Arrangements for reporting to the Company, including lines of communication and the contact point for management and administration of the assignment;
 - n) Specific deliverables required (such as study, inception, interim, draft and/or final reports including schedules for such reports);
 - o) Transfer of knowledge or training programs where applicable;
 - p) Any other details or requirements relevant to the assignment.

20.4 Records Required

A copy of the ToR shall be attached to the procurement requisition form for filing. The user Department shall retain a copy of the requisition and ToR for reference and follow up.

20.5 Next Steps

The user department shall send the complete procurement requisition approved by the CEO or his/her designate to the Procurement Unit. The Procurement Unit shall proceed to select the appropriate procurement method and conduct the bidding process.

20.6 Control Processes

The heads of the respective departments shall confirm their approval by appending their signatures on the ToRs document.

20.7 Short listing and expressions of interest

Rwandair shall call for expressions of interest by publishing a notice using any of the methods recommended by this policy in order to establish a short list of bidders.

Rwandair shall establish a short list comprised of bidders with capacity to perform the required Consultancy services. The short list must have as many consultants as possible depending on the turn up. A Consultant may be individual or a firm, and the requests for proposals (RFP) may be addressed to either individual consultants or firms, but not both under the same tender

20.8. Notice of expression of interest

The notice of expression of interest shall set out the following:

- i. the name and address of Rwandair;
- ii. a brief description of consultancy services to be provided;
- iii. the qualification necessary to be invited to submit a bid;
- iv. Indication of time, place and full address of where to submit the documents related to the expression of interest.

20.9. Request for proposals

Rwandair will issue request for proposals to the short listed consultants, asking them to confirm their participation.

The request for proposals to the short listed consultants shall include at least the following information:

- i. name and address of Rwandair;
- ii. nature, time frame and location of the consultancy services to be provided, terms of reference, required tasks and outputs;
- iii. general and specific conditions governing the contract;
- iv. instructions for the preparation and submission of proposals
- v. date of submission of proposals and full address of submission
- vi. procedures and criteria to be used to evaluate and compare the proposals
- vii. procedures and criteria for evaluating technical proposals which must provide the basis on which to decide on the responsive proposal;

- viii. procedures and criteria for evaluating financial proposals;
- ix. any other additional evaluation method which may include interviews or presentations. The procedures and criteria for that additional method must be included in the tender document;
- x. notice of conflict of interest, restrictions and anti-fraud and corruption rules, including the grounds for potential disqualifications from future participation in RwandAir tenders.

20.10. Selection method and criteria for consultancy service tenders

Rwandair shall, in order to select successful proposal(s), use one of the following procedures which must have been notified to bidders in a request for proposals, by means of one of the following:

- i. Quality and cost-based selection (QCBS);
- ii. Quality based selection (QBS). The quality based selection is applicable where quality is the paramount factor.
- iii. Selection under a fixed budget (FBS). Selection under a fixed budget may be applied when the assignment is simple and can be precisely defined and when the budget is fixed.
- iv. Least cost selection (LCS). Least cost selection may be applied when selecting consultants for assignments of a standard and routine nature, where well established practices and standards exist and in which the tender amount is small.

20.11. Selection methods

In case of QCBS, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1). The formula for determining the financial scores is as; $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

In the case of Fixed-Budget Selection, Rwandair will select the Consultant that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, Rwandair will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the selected Consultant is invited for negotiations.

The weights given to the technical and Financial Proposals are T= Technical proposal, range from 0.7 to 0.9 or 70% to 90% F=Financial proposal, range from 0.1 to 0.3 or 10% to 30%

20.12. Evaluation of technical proposals

The tender committee shall evaluate each technical proposal on the basis of criteria disclosed in the request for proposals including the following:

- i. The consultant's relevant experience for the assignment;
- ii. The quality of the methodology presented;
- iii. Qualifications of key personnel proposed for the assignment;
- iv. Transfer of knowledge to staff of Rwandair if required in the terms of reference;
- v. The extent of participation by nationals among key staff in case of international tendering.
- vi. Any other factor that may deem necessary.

20.13. Evaluation of financial proposals

The financial proposals are opened in public and they must be opened and evaluated only after completion of the evaluation of technical proposals. Based on the selection procedure used, the evaluation of proposals of bidders is conducted as follows:

- i. When the quality and cost-based selection procedure is used, only financial proposals of bidders who attained the minimum technical score are opened.
- ii. The total score is obtained by adding the technical and financial scores. The weight of technical and financial scores are established based on the complexity and the nature of the assignment.
- iii. The weighting of the technical score and financial score for determining the best proposal must be specified in the request for proposals and as per the tender document.
- iv. When the fixed budget method is used, only financial proposals of bidders who attained the minimum technical score are opened.
- v. A proposal whose cost is above the budget ceiling is rejected and the bidder whose proposal attained the highest technical score is selected.
- vi. When the least cost method is used, only financial proposals of bidders who attained the minimum technical score are opened. The bidder whose proposal attained the minimum technical score and proposed the lowest cost is selected.
- vii. Under the selection based on consultant's specific qualifications only the financial proposal of the bidder whose technical proposal attained the highest score is opened.
- viii. Negotiations shall be done with the successful bidder and if negotiations fail to result in a procurement contract, Rwandair proceeds to the next ranked bidder and so on.
- ix. Negotiations shall not be simultaneously engaged with several consultants.

20.14 Notification of tender award

The bidder whose proposal attains the highest score, in accordance with the evaluation criteria in the request for proposals shall be selected for award, subject to satisfactory conclusion of negotiations.

Rwandair shall notify the successful bidder of its selection and at the same time inform all the short listed consultants of the decision. In the absence of a claim by any other bidder within seven (7) days of that notice, the contract with the successful bidder must be signed by both parties

21. CONSULTANCY SERVICES FOR THE STUDY OF TENDERS FOR WORKS

If Rwandair is not able to conduct prior studies such as designs, environment impact assessment as may be required by the work, they shall source a consultant to do that and in accordance with procedures laid above for consultancy services.

The study for the work tender must meet all it takes to be feasible and durable. The study must comprise the work components, specifications of deliverables, drawings, pricing for individual works making the entire tender and other requirements depending on specific features of each and every tender.

21.1. Security for tender of the study for works

The consultant having performed the study is responsible to Rwandair as for its smooth implementation and is accountable for downsides thereof.

21.2. Exclusive preference for goods or supplies produced or supplied in Rwanda and bidders registered in Rwanda

Through competition, RwandAir shall give exclusive preference to the following:

- i. Suppliers of goods manufactured/produced in Rwanda when procuring for goods or supplies;
- ii. Service providers registered in Rwanda when procuring for non-consultancy services;
- iii. Entrepreneurs registered in Rwanda when procuring works and consultancy services.

In international or national competitive bidding, local preference of fifteen percent (15%) is given to goods or supplies produced or manufactured in Rwanda during the procurement of goods and to companies registered in Rwanda during the procurement of consultancy services.

In international or national competitive bidding, local preference of ten percent (10%) is given to bidders registered in Rwanda during the procurement of works and non-consultancy services.

A Rwandair applying exclusive preference for goods or supplies produced or manufactured in Rwanda or local preference must indicate it the tender document

21.3. Currency used in the tendering process

For local tenders the Rwandan currency shall be used while for international tenders USD and EUROS shall be used.

For initiatives concerning out stations, the currency of the respective countries where the out station is located shall be considered or any other currency from those listed above.

Where evaluation of tenders require currency conversion for the purpose of bids comparison, the National Bank of Rwanda shall be the source of exchange rates. The tender document establishes the date to be considered for the foreign exchange and opening.

21.4. Joint ventures

Subject to regulations on competition, companies may form joint ventures to increase their capacity and competitiveness for tendering purposes. However, one of the companies is considered as the lead company and serves as their representative in all activities under the tender. The bid must be a single document bearing the name of the joint venture.

One company shall not be allowed to participate in two different joint ventures in the same tender. No company shall also be allowed to submit a bid both in its own name and as part of a joint venture for the same tender.

Companies participating in the joint venture are jointly and severally liable towards Rwandair.

In case of joint venture, companies participating in the joint venture must enter into a written agreement signed before the notary, indicating the leading company that represent other companies throughout the procurement process and the scope of its power. This agreement must be part of the document submitted in the bid of the joint venture.

21.5. Sub-contracting

The tender document shall specify if sub-contract is permitted and if the tender document does not state otherwise, the successful bidder may subcontract a part of the tender.

The contracting authorities must, in the tender document, require bidders to indicate in their bids the percentage of the contract they may wish to subcontract to third parties and any proposed sub-contractors.

Sub-contracting shall not, in anyway, be awarded to any person or company that has been debarred or suspended from public procurement in accordance with Laws and shall not exceed twenty percent (20%) of the contract. The successful bidder is the only one liable for contractual obligations even if the obligations of the sub-contractor has been agreed by Rwandair.

21.5.1 Transfer of contract

If the supplier that has a contract with RwandAir wishes to transfer the contract in total, shall notify in writing intent to RwandAir before transferring the contract.

However, RwandAir shall review the request and assess the credibility and capacity of the proposed new supplier prior to accepting the request to transfer the contract. The proposed new supplier should be of the same or higher capacity compared to the one who had the contract.

Upon successful assessment, RwandAir shall go ahead and notify the supplier while accepting the request and prepare a new contract in the names of the proposed supplier.

21.5.2 Change of company name

If the entire company that has contract with RwandAir changes its business name, the company shall notify RwandAir in writing. The notification shall be supported by legal document for change of the company name and the account numbers.

If the shareholders change, vetting exercise shall be required and if shareholders do not change vetting shall not be required.

21.6. Use of contract as a guarantee

The successful bidder may provide a contract as a guarantee in order to secure a loan if the contract

has been signed. If the contract is cancelled, no claim whatsoever is made against Rwandair.

The amount of money that has been subcontracted by the successful bidder is deducted from the total value of the tender in order to establish the maximum amount of the loan the successful bidder is allowed to guarantee the tender.

21.7. Claim for compensation

The successful bidder is allowed to use any evidence to indicate the role of RwandAir in order to make any claim or show the reasons why he/she did not respect any provisions of the contract or to request for refund of part of or the total amount of money he/she may have spent.

If any disagreement arises between RwandAir and the successful bidder, the latter must, in order not to lose his/her right to claim, be required to provide evidence in writing to the former showing the impact of such disagreement on contract activities and price within seven (7) days following the occurrence of such disagreement.

However, the successful bidder shall not be allowed to give reasons that do not arise from the actions of Rwandair or his/her official representative.

21.8. Execution of multiple contracts

If a successful bidder is awarded another tender or several tenders, each tender is considered to be independent from the others and must continue to be executed.

The problems faced by the successful bidder while executing one contract shall not in any way be provided as an excuse to change or delay the execution of other different contracts awarded to him/her.

Similarly, Rwandair shall not cite those problems as an excuse to deny payment of approved invoices for an unrelated tender, unless those problems may lead to the debarment of the successful bidder from public tenders.

21.9. Responsibility of the successful bidder towards validation of the study

Prior to the signing of the contract for works, the successful bidder is allotted the time limit dedicated to the analysis of the study as provided for in the tender document. Upon validation of the study, he /she develops an operational schedule based on the specific features of the works to be thereafter agreed upon by both parties.

Where the successful bidder spots flaws or significant missing details in the study, which need to be addressed prior to the execution of the study, he/she reports them to Rwandair within three (3) working days for decision.

21.10 Multiple contracts

If a successful bidder was awarded a contract for supplies which is similar to the contract that

he/she had earlier been awarded, but the delivery period for the first contract expired before the delivery of all or part of the supplies of the first tender without known reasons, supplies delivered after being awarded the second contract are assigned to the first contract up to its completion. Invoices supporting such supplies are treated in the same manner.

However, the delivery period for supplies that are the subject of the second tender continues to be respected. On other hand, RwandAir may award the same contract to different suppliers provided that they have the necessary capacity.

21.11. Preliminary technical acceptance/samples

All bidders may be requested to provide samples for approval prior completion of the evaluation process or the sample may be requested from the successful bidder only and others considered if his/her sample fails. In this case the sample testing team/official shall produce a report.

Logistics department shall be the custodian of the approved sample (s) and shall be used as a reference during inspection process when a delivery is made.

21.12. After sale service by the successful bidder

If the tender document provides for after sale services, the successful bidder must perform such services. In that case, he/she must provide repair and maintenance services of supplies and to deliver spare parts quickly.

21.13. Exemption from liability

None of the contracting parties is considered to have contravened the provisions of the contract, if the reasons for not respecting the provisions of the contract are such as demonstrations, lock-out, declared and undeclared wars, embargo, riots, uprising, epidemics, landslides, earthquakes, hurricanes, thunder, floods, civil wars, explosions and any other similar phenomenon outside and beyond the contracting parties' control.

However, the successful bidder may refer to the provisions of this Article only if the force majeure occurs during the period planned for the execution of the contract or during the period of extension of the tender.

21.14. Communication of force majeure

If one of the tender contracting parties believes that there is force majeure likely to result into negative effects in the execution of any obligations of the contract, it shall, in order for it to secure its rights, inform the other party within a period of five (5) days starting from the date of the occurrence of the force majeure or from the day it becomes possible for it to do so, explain the case of force majeure, its duration and its impact.

21.15. Amount of advance payment and its security

The advance payment shall be a percentage of the entire contract price as stipulated in the contract terms. However, an advance payment shall be secured by a bank guarantee equivalent to the





advance itself.

21.16. The use of advance payment

The successful bidder is required to use the advance paid only in activities related to the tender. If the successful bidder uses the entire advance or part of it in other activities that are unrelated to the tender, the advance is immediately considered as a debt which must be paid by seizing the entire security or part of it.

21.17. Refund of the advance payment

The advance received by the successful bidder is refunded by deducting a certain amount from submitted and approved invoices. The contract shall determine the percentage to be deducted until the whole amount of the advance is refunded. The advance security is returned to the successful bidder within thirty (30) days starting from the day of payment of the entire advance received.

21.18. Payment modalities

This policy recognizes the following payment options,

- i. Pre-payment supported by confirmed LC at sight or bank guarantee of the same amount
- ii. Full payment after full delivery by a bank transfer or cheque
- iii. Installment payment for big tenders executed for a period exceeding three months
- iv. Tenders whose value do not exceed Rwf 10,000,000 shall be paid using other moderates determined by Finance department.

22. APPROVALS OF CONTRACT CHANGE ORDERS, AMENDMENTS OR RENEWAL

22.1 Procedure

- i. On receipt of any significant proposed price variation and/or amendment to payment terms, the Procurement unit will seek fresh quotations from the market for benchmark purposes.
- ii. User of the item or service shall be contacted by the Procurement Unit to seek his advice.
- iii. Procurement shall attach new quotations for comparison, which shall have been obtained as a result of an existing supplier requesting for the variation.
- iv. The requested variation shall be justified by the government decision, or tax increases that were unforeseen.
- v. If benchmarks obtained indicate that, the variation requested by supplier, is within the market rate, and is the overall cheapest, the Procurement unit will pass their recommendation to the User for advice and approval.
- vi. Once the User approves the proposed variation, the Procurement unit will issue an order amendment to the supplier for the requested variation.
- vii. The user department Manager may prevail upon the supplier to provide Rwandair with the costing structure relevant to the contract for which a price change and/or payment terms variation is being sought within the tender period
- viii. For the contract renewal, the user department shall seek the approval of the CEO to renew the contract and upon approval, the Procurement unit shall notify the supplier of the company's intention to renew.
- ix. The renewal can be two years not exceeding twice. The renewal can be motivated by the monopoly of the supplier, the better price or service on the market.
- x. A draft renewal contract shall then be prepared by the Procurement unit and submitted to the Legal Department for review and signature by the Company Secretary and the CEO.
- xi. Any amendment to the vendor profile, name, bank account or any other detail shall be an amendment to the original contract and shall only be valid if done in writing by both parties.

23. CAPITAL EXPENDITURE

23.1 Purpose

This policy is to ensure that all capital items to be procured by Rwandair have been budgeted for and have been approved by the CEO and the Board.

23.2 Scope

A capital purchase shall be defined as the Purchase of a fixed asset whose useful life exceeds two (2) years or has a value in excess of RWF 300,000,000. The following listed Capital expenditures shall require BOD approval prior to processing.

- a) Leasehold property
- b) Aircraft and air craft components
- c) Ground support equipment
- d) Machinery and equipment
- e) Motor vehicles
- f) Network infrastructure.

23.3 Procedures

- i. Procurement unit will seek bids from potential suppliers
- ii. Senior Manager Procurement will write to the User and any Technical expert from relevant department, to participate in negotiations with short-listed suppliers.
- iii. The Legal Department will be requested to draw a contract to be signed by a successful bidder and Rwandair CEO.

24. EQUIPMENT AND MACHINERY REPAIR ORDER

24.1 Introduction

Items for repairs will be properly costed or a reasonable estimate will be made before a contractor is permitted to undertake the required repairs.

24.2 Scope

This policy will be applied within the following categories:

- i. Capital items
- ii. Stock items
- iii. Property repair services

24.3 Procedure

- i. The User, will raise a repair requisition specifying the repairs to be carried out with an estimated cost.
- ii. Procurement Unit will seek bids from RwandAir's Registered Repair Contractors.
- iii. The bids will be analyzed by the relevant procurement officer and awarded to a successful bidder.
- iv. Any technical user may be requested by the Senior Manager Procurement to participate in bid analysis.
- v. The Successful bidder will be expected to examine the equipment and to confirm to the Procurement Officer and the user whether the repairs required conform to those identified initially.
- vi. Negotiation with the bidder will be required, if the extent of the repairs will be greater than the initial specifications, Senior Manager Procurement may appoint any technical user to participate in such negotiations to obtain the best deals for the company. A Repair Order (RO) will be issued for the amount agreed upon after negotiations.
- vii. Final invoice amount to be entered into the RO and authorized by the function head before payment is processed
- viii. On receipt of a duly authorized Repair Request (PR) from Stores specifying the required repair, request for quotations are prepared and sent to relevant firms. The item/component may if necessary accompany the quotation
- ix. Having evaluated the respective quotations an award is made to the relevant firm by the procurement officer in charge.
- x. A repair order is typed and authorized after which the relevant firm is contacted to collect and commence work
- xi. The Repair Order copy together with the Repair Request, original copies of quotations and summary sheets are kept in a folder, which in turn is filed under outstanding repair orders.

- xii. Once the repair has been done, a stores credit voucher/stores issue voucher is prepared and a copy sent to Procurement by Sores Section
- xiii. On receipt of these documents, the procurement officer completes the local repair register under column specified to indicate completion of the job.
- xiv. The folder containing all relevant documents is now removed from outstanding repair orders and in turn filed in a box file under completed repairs



25. DISPOSAL OF ASSETS, GOODS AND MATERIALS

25.1 Purpose

This policy is to ensure that all inactive assets, obsolete stock items and direct purchases are identified and disposed of promptly to the benefit of RwandAir

25.2 Statement Policy

All assets and stock items for disposal are declared on a Disposal Authorization Form by the Manager in-charge of such assets at suitable intervals when the levels of such stores/assets warrant disposal.

25.3 scope

The procedure applies to all assets registered in Asset Register and Stock items, which have no utility value to Rwandair

- i. Capital items (Asset Register)
- ii. Obsolete Stock

25.4 Responsibility

The CEO, or his/ her designate shall approve disposal form which will give a clear go ahead to procurement office to dispose of the assets. CEO or his/her designate may consult the Board of Directors or the Ministry of Infrastructure for guidance on disposal of particular assets.

User department shall initiate the disposal process by filling the disposal form and have it approved by all levels prior to sending it to procurement office for implementation.

25.5. Determining the value of assets

For assets like cars, equipment, and furniture, RwandAir shall hire an expert to determine the asset value for disposal. In this case, the value assessed by the expert shall be the basis to fix disposal price by the disposal committee. The price may be as determined by the expert or the disposal committee may increase it if so they feel that the assessed price is lower than the expected market price.

25.6. Other Assets

Other assets than those listed in 26.5 above which may need to be disposed of shall be treated depending on their nature. Evaluation of an expert may or may not be required and if not required, the disposal committee shall determine the disposal price as dictated by the market conditions.

25.7 Disposal committee

According to Article 11 of the Law N° 50/2008 OF 09/09/2008 determining the procedure for disposal of state private assets, members of the internal tender committee shall be responsible for disposal of the company assets.



25.8. Disposal of Assets for outstations

The same process of disposal shall be followed and the disposal committee may fly to the concerned station to conduct the disposal process. However, if the expected revenue is small compared to the cost of taking care of the disposal committee, the Station Manager may be given authorization to conduct the disposal process alone or one member from the disposal committee can be sent.

25.9. Disposal Methods

Disposal process shall be conducted using any of the following methods as may deem appropriate;

- i. Public Auction
- ii. Bidding through sealed envelopes
- iii. Direct negotiations
- iv. Reselling to the original seller
- v. Offer for sale to staff
- vi. Destruction
- vii. Donation

25.10 Notice for Advertisements

For disposal methods that requires invitation of the general public, an invitation to sale assets shall be published on the company website, and any other on line platform that has a lot of followers or newspaper for a period of fifteen (15) days from the date of its publication.

The advertisement of the Sale Notice in the press must have full information such as items being sold, when and where they may be viewed to enable the bidders to prepare their bids.

In the disposal process where tender documents have been prepared, a nominal charge Rwf 10,000 may be levied to cover the administrative expenses involved.

25.11 Disposal methods Explained**i. Public Auction**

Under this method, bidders meet at the auction point and everyone is given time to say the price of the bid he/she is offering. The one offering the highest price compared to others shall be considered the winner in the action. However, if the price offered is below the reserve price set, the committee shall decide whether to accept or reject the offer. The counting interval between bidders shall be twenty seconds.

ii. Bidding through sealed envelopes

Following the advert for disposal, bidders shall submit their proposals in sealed envelopes and will be opened in the public in the presence of the bidders at the location and time mentioned in the advert. The one offering the highest price shall be the winner.

iii. Direct negotiations

Direct negotiations shall be used where the items under disposal are considered to be of no use and getting people to buy them is really problematic. This method shall also be used in cases where there are specific recycling plants that use them as inputs/raw materials. If an advert has passed and no bidder turned up, the company may resort to direct negotiations as well.



iv. Reselling to the original seller

Some items may be required by the original supplier to be recycled and inverted into a new product. In this case, direct negotiations shall be made with the original manufacture/seller.

v. Sale to staff

From the point of staff well fare and motivation, RwandAir may give priority to staff in the disposal process. If this is the case, Human Resource Department shall write a memo to the CEO requesting for approval to sell the items to the staff. The MEMO should clearly specify reasons why the HR office feels the items should be sold to the staff. Upon approval of the MEMO by the CEO, the procurement office shall issue public internal notice for seven (7) days to all staff e-mails and Departmental Notice Board inviting them.

On the other hand, if the disposal method used is not sale to staff, RwandAir staff shall not be permitted to participate in the disposal process as bidders. Failure to observe this shall invoke disciplinary actions. This is mainly intended to observe fair competition in the disposal process.

vi. Destruction

Items which seem to be of no use and the possibility of getting a person to buy them is almost zero, the company shall go ahead and dispose them of through destruction. This will also apply to dangerous items and those that may affect the environment. The method used in destruction should be environment friendly and prior approval from REMA shall be solicited.

vii. Donation

As part of Corporate Social Responsibility, RwandAir may donate the items under disposal to vulnerable groups. In this case, Administrations Unit shall write a memo to the CEO requesting for approval to donate items as charity/ or to vulnerable groups. The MEMO should clearly specify reasons for donation. Upon approval of the MEMO by the CEO, Logistics Unit with the oversight of Security Office shall hand over the donated items to the identified vulnerable group/s.

25.12 Certificate of Disposal

After the disposal, a disposal certificate addressed to the CEO must be completed in triplicate and signed by the members of the disposal team.

The station disposing the items will retain with a copy of the disposal certificate; original copy will be forwarded to the CFO to enable him/her complete the Asset Disposal Form (ADF). The third copy of disposal certificate will be for the records of the Director of Support Services Department.

25.13. Payment for the bought items

All proceeds from the sale of disposed items shall be paid in full to RwandAir account prior to collection of the items bought. Immediately after declaring the winner, the winner shall be required to pay full amount or 50% and the balance be paid not later than two (2) days from the date of disposal. Failure to pay shall constitute sufficient ground to invoke legal sanctions as determined by the law.

25.14 Visiting the items under disposal

The interested bidders shall be allowed to conduct site visit so as to clearly understand the items under disposal in order to be able to prepare their bids or predetermine the price.

However, in case of cars and other machines/equipment driving and opening to see the interior shall not be permitted.

The interested bidders shall send their credentials and details two (2) days before such the procurement office may facilitate them to get access cards.

25.15. Assets Register

Where items disposed of were in the assets register, the same have to be deleted from the assets register on the strength of the Asset Disposal Form (ADF) in which the assets identification numbers will have been indicated.

25.16 Assets Net Book Value (NBV)

The book entries must be passed to ensure that the asset has been written off from the books of the department/division concerned. It is important to note that the original price of the asset, the depreciation of the assets and the NBV should all be determined to effectively write off the asset from the books.

25.17. Approvals

Users will initiate process of disposal by filling the disposal form. The form shall go through the following offices for approval; The CFO will approve the form and provide Net Book Value of the asset after cumulative depreciation. The same form shall be approved by Director of Support Services, CEO/DCEO for processing by Procurement Office.

26: Further References

This policy shall be supplemented and completed by the following laws, order and instruction where the policy is silent.

1. Law N° 50/2008 Of 09/09/2008 Determining the Procedure For Disposal of State Private Assets
2. Law N° 12/2007 Of 27/03/2007 On Public Procurement
3. Law N°05/2013 Du 13/02/2013 Modifying and Completing the Law N°12/2007 of 27/03/2007 on Public Procurement.
4. Law N°62/2018 of 25/08/2018 Governing Public Procurement.
5. Ministerial Order N° 001/14/10/Tc .Of.19/02/2014.Establishing Regulations on Public Procurement, Standard Bidding Documents and Standard Contracts.
6. Instruction from the Ministry of Finance and Economic Planning on use of public procurement to support “Made in Rwanda program”.





27. Appendices

- Appendix 1. Asset Disposal Form
- Appendix 2. Sample handling form
- Appendix 1. Requisition Form
- Appendix 3. Declaration of conflict of interest.
- Appendix 4: Contract Routing Slip



RwandAir
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**PROCUREMENT POLICY
AND PROCEDURE MANUAL**

WB/PPPM

<p>P - Poor E- Excellent F - Fair G - Good</p>	<p>B - Beyond economic repair S- Surplus to requirements O - Obsolete T - Theft R - Replaced by upgrade</p>	<p>C - Computer recycle scheme D - Donated I - Already scrapped without approval T - Tender/sold S - Scrap TI - Trade-in</p>
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Appendix 2: Sample handling form

- 1. Supplier name... ..
- 2. Supplier address... ..
- 3. Sample description
.....
.....
- 4. User department:
- 5. Parameters checked
.....
.....
- 6. Parameters that failed
.....
.....
- 7. Results
a) Good b) Very good c) Poor d) very poor
- 8. Conclusion
a) The sample is approved (b) The sample is rejected
- 9. Recommendation
a) More sample is required for trial
b) No more sample is required.
c) Approved sample should be retained for future reference during delivery.



**PROCUREMENT POLICY
AND PROCEDURE MANUAL**

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10. Sample testing team

Names	Department	Signature



Appendix 3: Declaration of Conflict of Interest Form

Name of Tender...

Name Of staff	Job Title:	Department:	Role in Procurement Function
1. Do you have any business, employment or family relationship with one or more of the bidders competing for the aforementioned tender and whom you are part of the evaluating committee? <input type="checkbox"/> YES <input type="checkbox"/> NO			
2. If Yes, Explain the nature of this relationship (Tick as appropriate) <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> FAMILY <input type="checkbox"/> BUSINESS			
I declare on my honour that the information provided in the aforementioned is sincere, correct and true to the best of my knowledge.			
Signature: Date:			

Appendix 4: Requisition Form

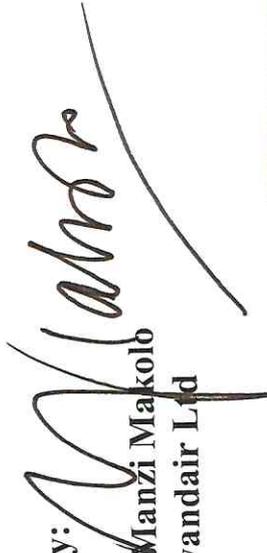
Date	Department	Item required	Description of items (attach Technical specifications)	Quantity	Justification (why do you need this item)	Attach budget/ Procurement Plan

1. Prepared by Line Manager - Name:Signature: Date:
2. Checked by Head of Department: Name: Signature:..... Date:
3. Verified by Director Support Services: Name: Signature:..... Date:
4. Authorized by CFO (Budget Office) - Name: Signature:..... Date:
5. Approved by CEO/DCEO-Name:..... Signature:..... Date:



APPROVAL PAGE

We certify that the above is a true Copy of the Procurement Procedure Manual May 2019

Signed by: 
Yvonne Manzi Makolo
CEO Rwandair Ltd

Signed by: 
Felista Mubyeyi Kimanuka
Chief Legal Advisor & Company Secretary

