Document Name	NCB NCS Tender Document
Document Identification	FOM 3.10.01

RWANDA MEDICAL SUPPLY LTD

REQUEST FOR PROPOSALS - SELECTION OF CONSULTANTS SERVICES

Title of the Tender:	**RECRUITMENT OF THE INDIVIDUAL CONSULTANT TO CONDUCT CLIENT SATISFACTION SURVEY ON BEHALF OF RMS LTD**
Tender Reference Number:	**163/C/NCB/2025/2026/RMS**
Type of Contract:	**Lump sum Agreement**
Procurement method:	**NATIONAL COMPETITIVE BIDDING**
Date of Issue:	**...12.../..03./ 2026**
Date of submission and opening	**Deadline for submission: 27.../...03.../2026 at 8:00 GMT (10:00 am local time)** **Public opening: .....27...../.....03...../2026 at 8:30 GMT (10:30 am local time)**

Revision Number	Approved Date	Effective date	Next review date
0	26/9/2025	26/9/2025	**26/9/2028**

Section 1. Invitation No.**163/C/NCB/2025/2026/RMS.**

Dear Mr./Ms

1.The ***RWANDA MEDICAL SUPPLY LTD*** (hereinafter called ''Client") has received funds from ***its own income*** towards the cost of preparation of **Recruitment of the individual consultant to conduct client satisfaction survey on behalf of RMS ltd.**

The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

2.The ***RWANDA MEDICAL SUPPLY LTD*** now solicits proposals to provide the following consulting services: "**Recruitment of the individual consultant to conduct client satisfaction survey on behalf of RMS ltd.**
''. More details on the services are provided in the Terms of Reference.

3. This Request for Proposal (RFP) has been addressed to the public specialized in that area Participation is open on equal conditions to all consultants specialized in the field.

4. **Submission instruction**

Well printed and separate proposals (Technical and Financial), properly bound and presented in two copies, one of which is the original, must be couriered or hand-delivered in a sealed envelope marking the reference number of the tender and submitted at the reception of the address below before **.....27.../.....03.../2026** at **10:00am** local time.

RWANDA MEDICAL SUPPLY (RMS) LIMITED Village: Virunga Cell: Kibaza Sector: Kacyiru District: Gasabo KN 8 Ave, Kigali

The proposal should be separated into:

- **Technical Proposal** (no pricing information)
- **Financial Proposal** (submitted in a separate zipped folder)

Financial proposals will be open only for firms that passed technical evaluation (meaning only those who will score 70% and above)

Late bids will not be accepted. Clarifications may be requested within three-sixths (3/6) of the deadline period for the submission of tenders as of the date of tender notice publication. The address for requesting clarifications is: on e-mail: rms.procurement@rms.rw copy imahirwe@rms.rw/jmurwanashyaka@rms.rw/alishimwe@rms.rw

Sincerely,

Done at Kigali on 11/03/2026

RMS
RWANDA MEDICAL SUPPLY

Dr. Loko Abraham
Chief Executive Officer

SECTION 5. TERMS OF REFERENCE

TERMS OF REFERENCE (TOR) FOR RECRUITMENT OF THE INDIVIDUAL CONSULTANT TO CONDUCT CLIENT SATISFACTION SURVEY ON BEHALF OF RMS LTD

1.1.Background:

Rwanda Medical Supply Limited (RMS Ltd) is a large-scale corporation established by the Government of Rwanda with a mandate to manage end to end health supply chain of Rwanda by quantifying, procuring, storing, and distributing essential and program health commodities to public health facilities. The vision of RMS Ltd is to thriving Rwanda where everyone has the heath resources they need to live a long and fulfilling life.

To execute daily supply chain operations, RMS works in partnership with health facilities across the country, various local and international manufacturers/suppliers/wholesalers, faith-based organizations, NGOs, for-profit service providers, as well as local and international development partners, government ministries and institutions.

As part of the strategic plan review, RMS Ltd has envisioned itself to be a company that can ensure the Rwandan population has access to all their health commodity needs. This vision can only be attained through excellence in customer service and operations, financial sustainability, sound leadership, and human resource management.

To achieve sustainable stakeholder engagement, RMS LTD developed a five-year strategy for Engaging Private Sector in Supply Chain Management (July 2022 - June 2027), with the purpose to build relationships with local and international private sector organizations with the intent to build a strong ecosystem of firms seeking to grow a resilient, local medical supply chain.

RMS RWANDA MEDICAL SUPPLY

The annual client satisfaction survey is one of the key activities of the strategic plan and Five-year Private Sector Engagement plan, to promote transformative and sustained improvements in supply chain performance and efficiency among private sector supply chain actors.

To this end, RMS Ltd wishes to engage a qualified individual consultant to conduct the client satisfaction survey.

1.2. Scope of work

RMS Ltd seeks to engage a qualified individual consultant with expertise in conducting satisfaction surveys for stakeholder's engagement, to prepare and conduct the RMS client satisfaction survey including a sample of health facilities (hospitals and health centers), RMS suppliers and manufacturer, various RMS partners and staff.

1.3. Objectives of the assignment

a) Refine the design (methodology) of the customer satisfaction survey.
b) Develop the tools for data collection.
c) Perform sample size calculation and sampling
d) Conduct data collection
e) Perform data analysis, and reporting.
f) Prepare customer satisfaction survey report with actionable recommendations based on the survey findings.
g) Participate in stakeholder review and validation of the methodology and the findings of the final report.

1.4. Expected tasks from the consultant

RMS RWANDA MEDICAL SUPPLY

The successful individual consultant is expected to deliver the following:

a) Conduct a literature review about RMS and other central medical stores in the region and their business environment to understand both local and regional context

b) Review previous customer satisfaction surveys of RMS, and other organizations to inform new designs

c) Prepare and submit the inception report with robust background and rationale, clear timelines, methodology, sample size, and data collection tools, data collection methods to be used in the customer satisfaction survey.

d) Conduct a meeting to validate the inception report

e) Collect data following the agreed methodology and data collection tools.

f) Analyze and interpret the survey findings.

g) Prepare and submit the draft report highlighting the rationale, methodology, and findings as well as recommendations.

h) Conduct a one-day validation workshop to present the survey findings and acquire feedback that enables the completion of the final report.

i) Prepare and submit the final customer satisfaction survey report after considering all comments given from the validation workshop.

j) Submit all raw data and survey materials to RMS upon assignment completion.

1.5. Final Deliverables

a) Presentation and submission of the inception report with a detailed methodology and clear lines. The methodology must also include the survey tools to be used, the sample size and the rationale for the sampling method selected.

b) Submission of the report on survey findings, including recommendations and suggestions for improving client service in ways that address clients' concerns.

c) Submit the report on survey findings, including recommendations and suggestions for improving RMS staff satisfaction.

d) Submission of the final report and all survey materials

1.6. Performance period

The consultancy service for client satisfaction survey is a short-term assignment that shall be completed at least within two months. The consultant will negotiate with RMS the - timelines during the inception report presentation.

1.7. Progress Reporting

The consultant will be providing a day-to-day update on the progress of the activities under the contract to RMS project focal person.

1.8. Communication

All communications between the two parties related to this contract shall be done in writing. However, the designated RMS focal technical person and the consultant shall be working closely or remote consultation on the matters that need more clarity with regard to the contract execution. Official meetings related to this contract shall be documented for further reference.

2. TECHNICAL REQUIREMENTS

Documents to be included while submitting the technical proposal

While submitting the Technical Proposal, the applicant shall, in particular, ensure to attach the following:

a) Profile of the individual consultant highlighting affiliations and relevant projects accomplished
b) Detailed CV and academic qualifications/ training certificates of the individual consultant
c) Recommendation letters/ good completion certificates from the most recent clients who benefited from similar services (at least five)
d) A detailed proposed methodology and work plan.

RMS RWANDA MEDICAL SUPPLY

3. FINANCIAL CONSIDERATIONS

3.1. Financial proposal

The financial proposal should be prepared separately from the technical proposal and shall include:

- Total Lump sum cost for the activities covering the services to be done, specifying the unit cost for daily remuneration, number of days, and the total cost including applicable taxes.

4. EVALUATION

All the technical proposals from applicants will be considered for technical evaluation.

After the technical evaluation, the financial evaluation will only be conducted for the most performing consultant regarding technical evaluation. If the financial evaluation of the first-ranked consultant does not meet RMS budget, the prospective winner will be invited for negotiation. If the negotiation does not yield to a contract, the same process will be applied to the second or third-ranked.

The financial proposals for consultants whose technical proposals were not successful will not be evaluated.

4.1.Technical evaluation

The technical evaluation of the applicant's offer and the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

a) Responsive/compliant/acceptable, and,
b) Having received the highest score out of a pre-determined set of weighted technical criteria specific to the solicitation.

RMS
RWANDA MEDICAL SUPPLY

The criteria below will be used to score bidders:

Evaluation criteria	Weight/100
Technical proposal	
A. Profile of the individual consultant highlighting affiliations and relevant projects accomplished	**10**
B. Required qualifications At least a Master's degree in any field	**5**
C. Experience Recommendation letters/ good completion certificates from the most recent clients who benefited from similar services (at least three research consultancies of which 1was related to customer satisfaction surveys) **(each certificate =5 marks)**	**15**
D. Quality of survey methodology and work plan submitted.	
1. Survey methodology ➢ Appropriate survey design ➢ Specify target population	**5**
2. Sample size and sampling techniques ➢ Describe the sample size calculation ➢ sampling methods	**10**
3. Data collection ➢ Specify data collection methods ➢ Tools and instruments	**20**
4. Data Analysis and interpretation of results ➢ Outline the statistical methods and software that will be used for data analysis. ➢ Explain the techniques for analysing different types of data ➢ Explain how the results will be interpreted ➢ Address potential limitation and how they will be managed ➢ How the results will be presented?	**25**
5. Work plan	

RMS

➢ A well-structured work plan	**10**

However, if the highest technical offer ranks below 70%, retendering will be considered.

4.2.Financial evaluation

The financial offer from the first ranked bidder (via technical evaluation) whose total lump sum cost meet RMS Ltd budget ceiling will be directly considered and invited for contract negotiation if needed.

NB: This is strictly an individual consultancy tender; companies are not allowed to submit their bids.

5. LANGUAGE OF BID

The bid, as well as all correspondence and documents relating to the bid shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English.

6. CURRENCY OF BID

All financial information should be provided in Rwandan francs for consultants operating in Rwanda. However, international consultants shall submit their offers in US Dollar.

Hard copy (sealed and signed) quotations or soft scanned copies of proposals should be submitted. A detailed cost calculation should be submitted in an unprotected Excel sheet.

7. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of 90 days after the date of bid submission. A bid valid for a shorter period shall be rejected by the Purchaser as non- responsive.

RMS
RWANDA MEDICAL SUPPLY

Section 6. STANDARD CONTRACT OF CONSULTANCY

SERVICES FOR SMALL ASSIGNMENTS

RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)
KN 8 Avenue- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda

RECRUITMENT OF INDIVIDUAL CONSULTANT TO CONDUCT CLIENT SATISFACTION SURVEY ON BEHALF OF RMS LTD

RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)

AND

Agreement number	**…../C/NCB/2025/2026/RMS**
Agreement currency	……
Agreement administrator/Manager	……
Agreement sponsor/Funding	……..
Type of the Agreement	LUMPSUM
Duration of the Agreement	……..
Contract price	……

N.B: *Any individual who believes that, he/she has witnessed or become aware of any illegal activity, unethical conduct, collusive practices or violation of RMS's policies and regulations, he/she should report such concerns promptly to the company's email at* ***integrity@rms.rw.***

RMS
RWANDA MEDICAL SUPPLY

In consideration of the terms and covenants of this consultancy contract and other valuable consideration, the parties agree as follows:

Article 1: The purpose of the Contract

The purpose of this Contract is to confirm in writing the mutual understanding by and between **Rwanda Medical Supply Limited (RMS Ltd)** ("Client") with an address at Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali, Rwanda;

And

……, (the Consultant) a company incorporated under the laws of……and having its principal place of business at……, Tax Identification Number…… concerning the provision of consultancy Services as detailed in terms of reference attached to this contract as Annex I and constituting integral part of this Contract.

Article 2: Effective date and contract duration

After this contract is signed by Client and Consultant, it shall become effective as of the date when the last party signs below ("Effective Date"). Indeed, this contract shall be valid for a period of **Sixty (60) days** from the date of signature by both parties

Article 3: The object of the contract and location

The object of this contract is to provide the Client with the consultancy services as detailed in the terms of reference attached to this Contract as Annex I, and constituting integral part of this contract. The Services shall be performed at the RMS-Headquarters.

Article 4: Management of the Contract

a) The Client designates Human Resources Consultant **……, E-mail:**…… , as the Client's Contact Person. The Contact Person shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client;

b) The Consultant designates …… **Tel: …… E-mail: ……**_as the contact person in charge of the provision of the Services and shall be responsible for submitting invoices to the Client according to time and material basis;

Article 5: Consultant's general responsibilities

a) The Consultant shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices;
b) The Consultant shall act at all times so as to protect, and not be in conflict with, the interests of the Client, and shall take all reasonable steps to keep all costs and expenses at a reasonable level;
c) The Consultant shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Consultant shall select reliable persons who will perform effectively and conform to the highest standards of professional, moral and ethical conduct;
d) The Consultant shall respect and abide by all applicable laws, regulations and ordinances, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so;
e) The Consultant shall, at all times in relation with this contract, be a liable advisor of the client in accordance with professional ethics;
f) The Consultant shall not be allowed to take any decision on behalf of the client without the latter's prior written consent;
g) The Consultant shall refrain from anything that may compromise his/her independence during the performance of the assignment.

Article 6: Duties and Obligations of the Parties

The Consultant shall, among others:

a) Perform the duties and obligations under this Contract as specified in the Terms of reference;
b) Submit reports and other required deliverables in the time and conditions specified in the terms of reference.

The Client shall:

a) Pay the invoices submitted by the Consultant within the time limit specified in this contract;
b) Provide all documentation, materials, or any necessary information in its possession required for the good performance of the service.

Article 7: Deliverables and Penalty on Delayed Reports

The Consultant shall submit to the Client reports or deliverables as follows:

1. Inception report

RMS
RWANDA MEDICAL SUPPLY

2. Draft report
3. Final report

In the event that the final deliverable is not timely submitted to the Client by the Consultant within duration period of the contract, the Consultant shall incur a penalty fee of 1‰ of the total of the contract price for each day of delay until the final report has been delivered to the Client. Once the maximum is reached (5% of the total contract amount), the client may terminate the contract or extend its duration until full completion. However, such extension of the contract shall not exceed one (1) month.

Article 8: Contract Price

The contract price for the consultancy services is per attached **Annex I (table)** all applicable taxes inclusive. This price includes any fees, expenses or any other cost that the Consultant might incur in relation with this contract and no reimbursable shall be claimed by the Consultant.

Article 9: Billing and Payment modalities

a. The method and conditions of payment to be made to the consultant under this Contract shall be made in in Rwandan Francs.

b. The Consultant shall be paid not later than 45 days upon presentation and approval by the Client of an invoice according to the payment periodicity specified in the terms of reference.
c. Each invoice shall be accompanied with a report as required in this contract and approved by the Client. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such a report;
d. In the event of a disputed invoice, the Client shall notify the Consultant in writing of the disputed amount within three (3) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice;

e. All payments shall be paid to the following account:
   Account Holder:
   Account Number:
   Bank Name:
f. Notwithstanding the foregoing or anything to the contrary contained herein, the

RMS RWANDA MEDICAL SUPPLY

Consultant may, in its sole discretion and with thirty (30) days prior written notice to Client, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

Article 10: Contract documents

The following documents attached hereto shall be deemed to form an integral part of this contract:

a) contract itself
b) minutes of contract negotiations
c) price schedule **(Annex 1)**
d) terms of references **(annex 2)**
e) Consultant's offer

This contract shall prevail over all contract documents. The documents forming the contract are to be taken as mutually explanatory of one another. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

Article 11: Termination:

In the event of unsatisfactory performance remedial measures shall be undertaken failure to which termination of the Contract will be an available option to the aggrieved party in accordance with the termination clauses under this Contract.

a. Subject to the relevant articles of this Contract, either party may, upon giving fifteen (15) days written notice identifying specifically the basis for such notice, terminate this Contract for breach of a material term or condition of this Contract unless the party receiving the notice cures such breach within such fifteen (15) day period.
b. The Client may at any time and without assigning cause, terminate this Contract by giving at least fifteen (15) days prior written notice of termination to the Consultant. During such period, the Contract shall remain in full force and effect and both parties shall continue to perform in accordance with this Contract;
c. The Client may terminate this contract by serving a seven (7) day written notice:
   i. If, in the judgment of the Client, the Consultant has engaged in fraud and corruption, in competing for or in executing this Contract;
   ii. If the Consultant has been declared insolvent or bankrupt by a competent court.
   iii. The Consultant has subcontracted this contract without informing and agreeing with the Client;
   iv. The Consultant refuses to use the prescribed materials as expected by the Client;
   v. The Consultant fails to observe the laws and rules of Rwanda, to comply with any final decision reached as a result of court or arbitration proceedings, or the Client's instructions;

RMS RWANDA MEDICAL SUPPLY

vi. The Consultant demonstrates general negligence, alienation or involves himself in some activities that dispose the Client's rights;

vii. The Consultant fails to start the work for three (3) consecutive days from the date of signing this contract.

d. The contract shall be automatically terminated when the Consultant deserts his duties.

Upon termination of this Contract, the Client shall pay to the Consultant remuneration for Services satisfactorily performed prior to the effective date of termination, without prejudice to any remedy available to the client.

Article 12: Relationship

Nothing contained in this Contract shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant, principal and agent or employer and employee; it being understood that the Consultant is an independent contractor in relation to the Client. No person engaged by the Consultant in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the Client, and the Consultant shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Consultant. The Consultant shall inform such persons of the foregoing.

Article 13: Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Consultant to work or perform services in connection with this Contract until after the Consultant has notified of the Client of the identity of such proposed persons and has provided the Client with their curricula vitae, and the Client has notified the Consultant that the Client approves of such assignments.

Article 14: Removal and/or replacement of Personnel

a. Except as the Client may otherwise agree, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall promptly provide as a replacement a person of equivalent or better qualifications, subject to a written approval of the Client of the proposed personnel.

b. If the Client (i) finds that any of the personnel has committed a criminal action or, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel then the Consultant shall, at the Client's written request specifying the grounds therefore, promptly provide as a replacement a person with equivalent or better qualifications

RMS
RWANDA MEDICAL SUPPLY

c. Such withdrawal or replacement shall not be a cause for suspension of the Contract.

d. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph a. and b. of this Article shall be borne by the Consultant, and the payment to be made by the Client for any of the personnel provided as a replacement shall not exceed the payment which would have been made in respect of the personnel replaced.

Article 15: Workmen's Compensation and other Insurance

a. The Consultant shall take out and maintain:

i. All applicable workmen's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;

ii. Liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees, subcontractors and independent contractors performing work or services in connection with this Contract;

iii. Comprehensive general liability insurance in an appropriate amount for all claims for death;

iv. bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Consultant, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and

v. Such other insurance as may be agreed upon between the Client and the Consultant.

b. The Consultant shall ensure that all policies of insurance referred to above, other than for workmen's compensation, shall name the Client and, where appropriate, subcontractors and independent contractors concerned, as additional insured parties.

c. Upon request by the Client, the Consultant shall provide evidence, to the reasonable satisfaction of the Client, of the insurance referred to above and shall give the Client reasonable advance notice of any proposed changes related to such insurance.

d. The Client undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 16: Source of Instructions

The Consultant, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the Client in

RMS
RWANDA MEDICAL SUPPLY

connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the Client. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

Article 17: Officials not to Benefit

The Consultant warrants that no RMS Ltd official or employee has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 18: Subcontracting

The Consultant shall engage no subcontractor to perform any work or services in connection with this Contract unless the Consultant shall have notified the Client of the identity of the proposed subcontractor and the Client shall have notified the Consultant of its approval of the engagement of the subcontractor. The approval by the Client of the engagement of a subcontractor shall not relieve the Consultant of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract.

Article 19: Fraud and Corruption

If the Client determines that the Consultant, his employees, agents, subcontractors, or any other person acting in the name or on the account of the consultant, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract, then the Client may after giving 15 days' notice to the consultant terminate the contract.

Article 20: Assignment

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except after obtaining the prior written approval of the Client.

Article 21: Confidential Nature of Documents

a. All maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data (referred to hereinafter in this Article as "documents") compiled by or received by the Consultant or its agents, servants, employees, subcontractors or independent contractors in connection with this Contract shall be the property of the Client, shall be treated as confidential and shall be delivered only to duly authorized Client's officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the Client.

RMS
RWANDA MEDICAL SUPPLY

b. In no event shall the contents of such documents or any information known or made known to the Consultant by reason of its association with the Client be made known by the Consultant or its agents, servants, employees, subcontractors or independent contractors to any unauthorized person without written approval of the Client.
c. Subject to the provisions of this Article, the Consultant may retain a copy of documents produced by the Consultant.
d. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.
e. The obligations in this Article do not lapse upon termination of this Contract.

Article 22: Use of Name, Emblem or Official Seal of the Client

The Consultant, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for the Client or use the name, emblem or official seal of the Client or any abbreviation of the name of the Client in connection with its business for advertising purposes or for any other purposes. The Consultant shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 23: Copyright, Patents and Other Proprietary Rights

a. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of Client, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Consultant incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the Client from the persons in whom any existing copyrights therein may be vested and produce evidence to the Client of such permission.
b. The Consultant agrees that it will forthwith disclose and assign to the Client all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said

RMS
RWANDA MEDICAL SUPPLY

discoveries, processes, or inventions, shall become and remain the property of the Client, whether or not patent applications are filed thereon.

c. Upon request by the Client and at its expense, the Consultant shall take all necessary steps, execute all necessary documents and generally assist the Client in securing such proprietary rights and transferring them to the Client in compliance with the requirements of the applicable law.

d. The obligations in this Article do not lapse upon termination of the Contract.

Article 24: Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

Article 25: Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 26: Liability

The Consultant shall be liable to fully indemnify, defend and hold harmless the Client for and against all and any losses or damages which the Client may suffer or incur (whether directly or indirectly) as a result of the breach of this Contract by the Consultant or as a result of damages caused by the Consultant's employees.

Article 27: Limitation of Liability

Neither the Consultant, nor any of its officer, director, principal, employee, its agents, servants, employees, subcontractors or independent contractors shall be liable to the Client for any loss incurred by the Client in connection with the matter to which this Contract relates, except a loss resulting from the willful misconduct or gross negligence on the part the Consultant. Under no circumstances shall the Consultant be liable to Client for any special, incidental, indirect, punitive or consequential loss or damage of any nature except as provided for under this Contract.

RMS RWANDA MEDICAL SUPPLY

Article 28: Approval and Consents

An approval or consent by a party under this Contract shall only be valid if in writing but shall not relieve the other party from responsibility for complying with the requirements of this Contract nor shall it be construed as a waiver of any rights under this Contract except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Contract.

Article 29: Force Majeure

a. If either party is rendered unable, wholly or in part, by Force Majeure (as hereinafter defined) or any other cause of any kind not reasonably within its control, to perform or comply with any obligation or condition of this Contract, upon giving written notice to the other party within five (5) days of the occurrence of the Force Majeure event, such obligation or condition and liability therefore shall be suspended during the continuance of the inability so caused; however, such period shall not exceed sixty (60) days from the giving of written notice. Upon expiration of the sixty (60) days from the giving of written notice, if the event of Force Majeure has not been overcome, this Contract may be terminated at the option of either party. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Strikes or labor trouble shall be deemed beyond the reasonable control of the party claiming Force Majeure, and such party shall under no circumstances be required to make any concessions or concede any demands to the party or parties causing the strike or labor trouble.

b. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Article 30: Entire Agreement and Severability

This Contract constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Article 31: Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

RMS
RWANDA MEDICAL SUPPLY

Article 32: Governing law and Dispute Settlement

The governing law shall be the law of the Republic of Rwanda. Any contentious issues arising out of the interpretation and/or application of this contract shall be settled amicably. If such negotiation does not resolve the matter within thirty (30) days after notice of the dispute is given, either party shall be at liberty to seek recourse from a competent court within the Rwandan territory.

Article 33: Language and Notice

a) The contract as well as all correspondence and documents relating to the Contract exchanged by the Client and the Supplier, shall be written in English;
b) All notices required to be given under this contract shall be also in English, put in writing, and deemed to have been given:
   i. on the date actually delivered, if delivered, by hand; or
   ii. three (3) days after posting with or without feedback from the other party, postage prepaid, return receipt requested, in each case addressed to the individual set out in the table below or as notified by a party to the other from time to time.

Notices shall be sent to the following addresses:

The Client's address shall be:	**The Consultant's address shall be:**
RWANDA MEDICAL SUPPLY LTD Attention: Chief Executive Officer. **KN 8 Avenue, No 28**- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda Email address: rms.procurement@rms.rw	

Any party may, by notice to the other party, change its chosen address to another physical address and such change shall take effect on eighth (8th) day after the date of receipt by the party who last receives the notice.

Article 34: Waiver

No waiver of any provision or of any breach of this Contract shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

RMS RWANDA MEDICAL SUPPLY

Article 35: Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

------END------

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS CONTRACT:

For and on behalf of **.....**

Date: ...../.... ..../2026

Names: .....

Title: .....

For and on behalf of **RMS LTD**

Date: ...../...../2026

Dr. Loko Abraham

Chief Executive Officer

WITNESSED BY:

Date: ...../..... /2026

Names: .....

Company Secretary-

RMS RWANDA MEDICAL SUPPLY