

## BOND AGREEMENT « BID SECURITY »

<p style="text-align: center;"><b><u>Subscriber</u></b></p> <p><i>Number</i> : ..... <i>Identif: N°</i> .....</p> <p><i>Name and surname</i>: .....</p> <p><i>Province</i>: .....</p> <p><i>District</i>: .....</p> <p><i>Sector</i>: .....</p> <p><i>Cellphone: Tel nbr</i>: .....</p> <p><i>Branch code: RD001</i></p> <p><i>Manager: ahabyarima</i></p>	<p style="text-align: center;"><b><u>Policy</u></b></p> <p><i>Date of issue</i>: .....</p> <p><b>Policy No</b> .....</p> <p><b>Endorsement 000</b></p> <p><i>Insured</i>: .....</p> <p><i>Geographical Address</i>: .....</p> <p><i>Movement: New Business</i></p> <p><i>Category: Bid Security</i></p> <p><i>Effect</i>: .....</p> <p><i>Expiration</i>: .....</p>
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### COVERAGE

Cover	Suminsured	Francs.	Net premium
Document fees; Bid Security;	.....		..... .....

**Total net premium: Rwf .....**

**VAT: Rwf .....**

**Total amount to be paid: Rwf .....**

**BOND AGREEMENTN° .....**

**Between the undersigned:**

- The insurer:**RADIANT INSURANCE COMPANY, B.P. 1861 KIGALI, Company code 102781991**
- Subscriber: ....., **Company code .....**

**IT IS AGREED AS FOLLOWS:**

**Article 1**

Under the terms of the tender N° ..... for the supply of ..... **on behalf of .....**, **RADIANT INSURANCE COMPANY**, declares to be Surety of ..... **to .....** and assumes the payment in the amount of ..... **Rwf(..... Rwandan Francs)** representing the **bid security** in the above mentioned tender.

**Article 2**

..... **commits** itself to inform RADIANT INSURANCE COMPANY of any change in contractual conditions of the tender, as well as all disputes and complaints that are made against them during the performance of the tender.

**Article 3**

..... **is** required to subscribe with RADIANT INSURANCE COMPANY all insurances against anything that might interfere with the proper performance of the tender.

**Article 4**

Not covered by the guarantee of this policy; breach resulting from invasion or civil war, acts of terrorism or destabilization committed under concerted action, insurrection or civil commotions and any natural disaster.

**Article 5**

RADIANT INSURANCE COMPANY acts only as guarantor. The principal debtor remains ..... **itself.**

Under Articles 567 and 568 of the Rwandan civil code Book III, RADIANT INSURANCE COMPANY is subrogated to the rights and actions of ..... **RADIANT INSURANCE COMPANY** will exercise resort against ....., its descendants or heirs and guarantees for the amount that will have been paid in the performance of the bid security in order to recover its expenses.

**Article 6**

**RADIANT INSURANCE COMPANY** will not have to seek an opinion or permission from ..... or one who will be formed joint and several guarantees prior before honoring its obligations to ..... **THE .....** and its guarantee will, in no case, oppose that **RADIANT INSURANCE COMPANY** honors its obligations to the contracting authority.

**Article 7**

In addition, ..... expressly declares to form joint and indivisible surety vis-à-Vis **RADIANT INSURANCE COMPANY**, to reimburse all expenses that will be made pursuant to this guarantee. As such, ..... binds to **RADIANT INSURANCE COMPANY** both on her behalf and on behalf of her heirs to reimburse all expenses that will be made pursuant to this guarantee without further formalities as soon as payment to ..... will have been made.

**Article 8**

..... and or its surety commit themselves to pay **RADIANT INSURANCE COMPANY** upon its first request, without quibbles or discussions, in a principal amount not exceeding **Rwf .....**

**Article 9**

If case of non-payment of ..... and or by its surety as otherwise agreed, interest at the monthly rate of 1.5% of delay will be due from the reception of the letter of appeal or the filing date thereof to the post office.

**Article 10**

The guarantee is given upon payment of premium of **Rwf .....** including fees and taxes.

**Article 11**

Under its incidental feature to the principal policy, it will remain valid as long as ..... which is the principal debtor will have obligations vis-à-vis ..... and **RADIANT INSURANCE COMPANY**.

**Article 12**

Any dispute arising out of the execution of this contract will be amicably settled and in the absence of consent, it will be submitted to the competent courts in Rwanda and in accordance with of the laws and regulations in force in Rwanda

Done at Kigali on .....

**FOR: .....**

**FOR: RADIANT INSURANCE COMPANY**