

Invitation to Bid

AOS Ltd hereby invites competent legal firms to submit their best proposals for providing **debt recovery**.

More information regarding this tender is provided in detailed terms of reference below.

Proposals must be submitted to the address provided below not later than **24th July 2026, at 11 AM late bids will be rejected.**

This tender is open to all interested firms in the same field, and a firm will be selected according to the fulfillment of the tender requirements e.g. complying with terms of reference and competitive price.

You must send proposals to tender@aos.rw.

Any bidder requiring clarifications regarding this tender, please send it to procurement@aos.rw.

Yours sincerely,

Byung Chul Koo

Chief Executive Officer



TERMS OF REFERENCE (ToR)

ENGAGEMENT OF A LAW FIRM FOR DEBT RECOVERY, CONTRACT ENFORCEMENT, AND LITIGATION SERVICES

1. BACKGROUND

AOS Ltd is an Information Technology company providing data center, cloud, hosting, subscription-based technology services, and related ICT solutions under contractual arrangements with its customers.

AOS Ltd has experienced cases where customers have failed to settle invoices within the agreed contractual payment period despite continued service delivery and issuance of invoices and notices. The company therefore seeks to engage a qualified law firm to recover outstanding debts and enforce contractual rights under customer agreements governed by the laws of the Republic of Rwanda.

2. OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is to recover outstanding debts owed to AOS Ltd by defaulting customers and to enforce contractual obligations arising from service agreements, including recovery of:

- a) Outstanding principal amounts;
- b) Contractual late payment penalties at the rate stipulated in the relevant contract;
- c) Interest accrued on overdue payments;
- d) Legal fees and collection costs recoverable under the contract;
- e) Remaining subscription fees that become immediately due upon termination resulting from customer default;
- f) Any other remedies available under the contract or applicable Rwandan law.

3. SCOPE OF SERVICES

The selected law firm shall undertake the following services:

3.1 Legal Assessment

- Review all customer contracts, order forms, invoices, statements of account, notices, correspondence, and supporting documentation.
- Assess the legal enforceability of claims.
- Categorize debts according to likelihood of recovery and legal strategy.

3.2 Pre-Litigation Recovery

- Prepare and issue demand letters.
- Issue notices of default where required.
- Engage debtors in settlement discussions.
- Negotiate repayment plans where commercially appropriate.
- Advise AOS Ltd on settlement proposals.

3.3 Recovery of Contractual Entitlements

The law firm shall pursue recovery of:

- Outstanding invoices;
- Monthly penalties for late payment calculated at 1.5% per month compounded monthly or the highest rate permitted by law, whichever is lower;
- Collection expenses and legal costs;
- Reconnection fees where applicable;
- Accelerated payment obligations arising upon termination due to non-payment;
- Any additional damages permitted by law or contract.

3.4 Litigation and Court Representation

Where amicable settlement efforts fail, the law firm shall:

- Institute legal proceedings before competent courts in Rwanda;
- Prepare pleadings and legal submissions;
- Represent AOS Ltd in hearings and proceedings;
- Obtain judgments, court orders, or negotiated settlements;
- Manage appeals where authorized by AOS Ltd.

3.5 Enforcement of Judgments

The law firm shall:

- Identify debtor assets where legally permissible;
- Initiate enforcement proceedings;
- Pursue attachment, execution, or any other lawful enforcement measures;
- Follow up until realization of recovered funds.

3.6 Advisory Services

The law firm shall:

- Advise on legal risks and recovery prospects;
- Recommend improvements to debt recovery procedures;
- Recommend contractual improvements to strengthen future enforcement.



4. EXPECTED DELIVERABLES

The law firm shall provide:

- a) Inception Report within ten (10) working days of engagement.
- b) Legal Assessment Report for each debtor file.
- c) Copies of all demand letters and notices issued.
- d) Monthly Debt Recovery Status Report showing:
 - Amount claimed;
 - Amount recovered;
 - Recovery actions undertaken;
 - Current legal status;
 - Recommended next steps.
- e) Copies of all court filings and legal submissions.
- f) Final Assignment Report detailing:
 - Total amount assigned;
 - Total amount recovered;
 - Pending matters;
 - Recommendations.

5. PERFORMANCE INDICATORS

The law firm's performance shall be measured based on:

- Amount recovered.
- Recovery rate (% of debt assigned).
- Time taken to recover debts.
- Number of cases resolved amicably.
- Number of successful court actions.
- Quality and timeliness of reporting.

6. ELIGIBILITY REQUIREMENTS

The law firm must:

- Be duly licensed and authorized to practice law in Rwanda.
- Have at least five (5) years' experience in commercial litigation and debt recovery.
- Demonstrate successful recovery of commercial debts.
- Have expertise in contract enforcement and dispute resolution.



- Possess capacity to represent clients before all competent courts and tribunals in Rwanda.

7. PROPOSAL REQUIREMENTS

Technical Proposal:

- Company profile.
- Evidence of registration and practicing certificates.
- Experience in similar assignments.
- Proposed recovery methodology.
- CVs of key legal personnel.

Financial Proposal:

Interested law firms shall submit a financial proposal indicating:

- A fixed lump-sum fee for undertaking the entire debt recovery assignment.
- Any statutory costs, court filing fees, or third-party disbursements that may be payable separately by AOS Ltd, if applicable.
- Confirmation that no additional professional fees shall be charged beyond the quoted lump-sum amount, except for approved statutory or court-related expenses.

8. EVALUATION CRITERIA

Proposals will be evaluated based on:

- Relevant experience in debt recovery and commercial litigation (40%);
- Understanding of the assignment and proposed methodology approach (30%);
- Financial proposal (30%).

The firm achieving the highest overall score shall be recommended for engagement.

9. REPORTING ARRANGEMENTS

The law firm shall report directly to:

Chief Executive Officer
AOS Ltd

or any other designated representative appointed by the CEO.

10. CONFIDENTIALITY

The law firm shall maintain strict confidentiality regarding:

- Customer information;



- Financial records;
- Contractual documentation;
- Personal data protected under applicable Rwandan data protection laws.

The confidentiality obligation shall survive termination of the engagement.

11. CONFLICT OF INTEREST

The law firm shall disclose any actual or potential conflict of interest involving:

- Current or former representation of debtors;
- Relationships that may affect independence;
- Any matter that may compromise the firm's ability to act solely in the interests of AOS Ltd.

12. GOVERNING LAW

This engagement and all recovery actions shall be governed by the laws of the Republic of Rwanda.

Any disputes arising from the engagement shall be subject to the jurisdiction of competent courts in Rwanda.

13. DURATION OF ASSIGNMENT

The engagement shall be for an initial period of two (2) month and may be renewed based on performance and business needs.

14. SUBMISSION OF PROPOSALS

Interested law firms shall submit technical and financial proposals in separate sealed envelopes or electronic submissions clearly marked:

"Proposal for Debt Recovery and Contract Enforcement Services for AOS Ltd"

on or before referring to above tender invitation.

AOS Ltd reserves the right to accept or reject any proposal without assigning reasons.

