



RWANDA MEDICAL SUPPLY

Title of the Tender:	HIRING A GLOBAL LOGISTICS COMPANY TO PROVIDE TRANSPORT SERVICES OF COURIER and PHARMACEUTICAL SAMPLES.
Procurement Method:	National Open Competitive Bidding
Period	One (1) year renewable upon to performance
Date of Issue:	30/12/2021
TENDER TITLE	413 /NC/NCB/2021/2022/RMS



SBD for Procurement of Goods and related Services Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms to be submitted with the Bid namely: the bid form, Price Schedules, Bid Security, the Manufacturer's Authorization, etc.

PART 2 – SUPPLY REQUIREMENTS

Section V. Supply Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VI. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VI, General Conditions of Contract.

Section VIII: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.



PART 1 – Bidding Procedures

Tender Notice/Invitation for Bids

Title: HIRING A GLOBAL LOGISTICS COMPANY TO PROVIDE COURIER/TRANSPORT SERVICE OF PHARMACEUTICAL SAMPLES.

TENDER NUMBER:413 /NC/NCB/2021/2022/RMS

TYPE OF CONTRACT: FRAMEWORK CONTRACT

CLIENT: RWANDA MEDICAL SUPPLY (RMS) LIMITED

The RWANDA MEDICAL SUPPLY (RMS) LIMITED hereby invites bids from eligible bidders specialized in that area to submit their offers for **Hiring a Global Logistics Company to Provide Courier/Transport Service of Pharmaceutical Samples**. Participation is open on equal conditions to all companies or enterprises specialized in the field.

The tender document shall be obtained at RMS Head Office during working days from **07:30am to 5pm local time**, from **Monday to Friday**, upon presentation of the proof of payment of a non-refundable fee of ten thousand (10,000) Rwandan Francs or its equivalent in freely convertible currency paid to one of the following Bank accounts: **1000009586** (Currency: FRW) and **1000009624** (Currency: US\$) – Swift Code: BNRWRWRW of CAMERWA ASBL opened at NATIONAL BANK OF RWANDA and **00040-00049366-26** of Rwanda Medical Supply, opened in **BANK OF KIGALI**.

Well printed bids, 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 must be submitted to the reception of the address below before **30/11/2021** at **10:00am** local time. Late bids will not be accepted.

Bids opening will be the same day at **10:30am local time** at RMS Office.

RWANDA MEDICAL SUPPLY (RMS) LIMITED

Village: Virunga

Cell : Kibaza

Sector : Kacyiru

District: Gasabo

KG 509 St (Former CAMERWA)

The bids shall remain valid for a period of 120 days starting from the submission deadline above mentioned. All bids shall be accompanied by a Bid security with the value equivalent to 2% of the total amount of the bids. All interested bidders may obtain some complementary information by writing on the email rmsltd.procurement@rmsltd.rw and copy to jnkurunziza@rmsltd.rw within three-sixths (3/6) of the deadline period for the submission of tenders as of the date of tender notice publication before the fixed deadline for the submission of bids.

Done at Kigali on **30/11/2021**


PIE HARERIMANA
Chief Executive Officer



Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental there to as specified in Section V, Schedule of Requirements. The name and identification number of this (*International or National*) Competitive Bidding (ICB/NCB) procurement are specified in the BDS. The name, identification, and number of lots are provided in the BDS.⁷

1.2 Throughout these Bidding Documents:

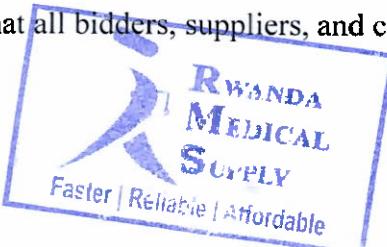
- (a) "Client/Procuring Entity" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Contract" means the agreement between the Procuring Entity and the successful bidder.
- (c) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific assignment conditions.
- (d) "Day" means calendar day.
- (e) "Government" means the Government of the Republic of Rwanda.
- (f) "Instructions to Bidders" (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.
- (g) "SBD" means the Standard Bidding Document, which must be used by the Client as a guide for the preparation of the Bidding Document.
- (h) "Sub-Contractor" means any person or entity with whom the Bidder subcontracts any part of the Supplies.
- (i) the "lowest – evaluated bid" means a bid which is substantially responsive and offers the lowest price.

2. Source of Funds

The Procuring Entity (hereinafter called "Client") specified in the BDS has received funds (hereinafter called "funds") from the source of funds or financing agency specified in the BDS toward the cost of the project named in the BDS. The Client intends to apply a portion of the funds to the payments under the contract for which these Bidding Documents are issued.

3. Fraud and Corruption

3.1 Rwanda public procurement policy requires that all bidders, suppliers, and contractors, their



subcontractors and the procuring entities representatives, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, Rwanda Public Procurement Authority:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a RMS investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the RMS’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included in bidding documents and in

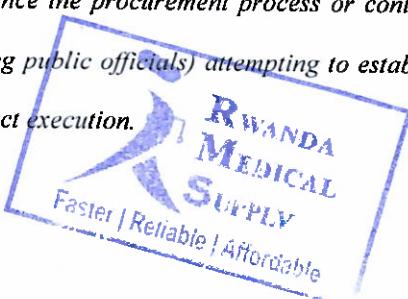
¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.



contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the RMS to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the RMS.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.1 of the General Conditions of Contract.

4. Eligible Bidders

.1 Participation is open on equal conditions to all companies or persons fulfilling the requirements herein except where:

- (i) The bidder is currently blacklisted
- (ii) The bidder has been prosecuted and found guilty in court, including any appeals process on corruption charges
- (iii) The bidder is bankrupt
- (iv) The Bidder has been excluded in accordance with regional or international conventions.

This criterion shall also apply to the proposed subcontractors or suppliers for any part of the Contract including Related Services.

.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

.3 A Bidder that is under a declaration of ineligibility by the RPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified in the BDS.

.4 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Procuring Entity shall reasonably request.

5 Eligible Goods and Related Services

.1 All the Goods and Related Services to be supplied under the Contract may have their origin in



any country.

- .2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6 Sections of Bidding Documents

- 5.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

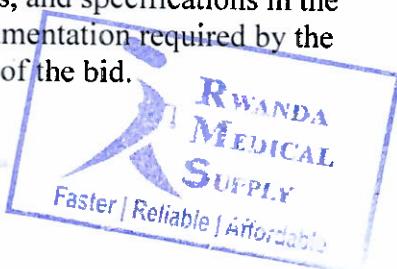
PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
 - Section VIII. Contract Forms

- 6.2 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Documents.

- 6.3 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7 Clarification of Bidding Documents



A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received not later than twenty-one (21) days for International Competitive Bidding and Fourteen (14) days for National Competitive Bidding prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.3.

8 Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 3.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 3.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.3

C. Preparation of Bids

9 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

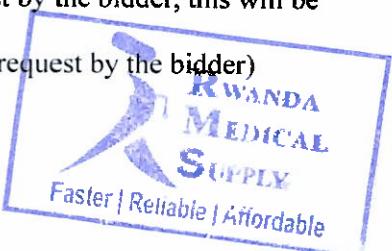
10 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- a) Bid submission form
- b) Copy of Trading License
- i) Original or a certified copy of the Social Security certificate (after the request by the bidder, this will be sent by RSSB).
- ii) Original or a certified copy of the tax clearance certificate (after the request by the bidder, this will be sent by RRA).
- e) Bid security (To be sent by the insurance company or bank, after the request by the bidder)
- f) References of similar tenders executed



Any other information that the bidder considers important to the award process as it may be indicated in the BDS

- 1.2 In case of a Joint Venture (JV), each member of the association shall provide the documents stated in 11.1(b), (c), (d), (f) and (j).

12 Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

13 Alternative Bids

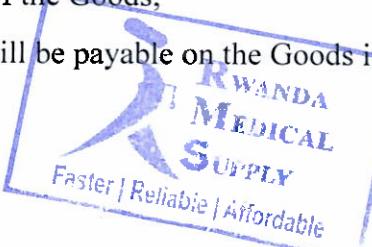
Unless otherwise specified in the BDS, alternative bids shall not be considered.

14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:

- (a) For Goods manufactured in Rwanda:

- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Rwandan sales tax and other taxes which will be payable on the Goods if the



contract is awarded to the Bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.

(b) For Goods manufactured outside Rwanda, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in Rwanda, or CIF named port of destination, as specified in the BDS;

- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;

- (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the BDS;

(c) For Goods manufactured outside Rwanda, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

- (iv) any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

- (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.

- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract



and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

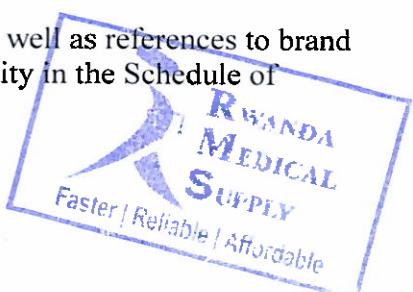
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15 Currencies of Bid

- 15.1 The Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **BDS**.
- 5.2 The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the Rwanda Francs.
- 5.3 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 26.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

16 Documents Establishing the Conformity of the Goods and Related Services

- 6.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of



Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

17 Documents Establishing the Qualifications of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

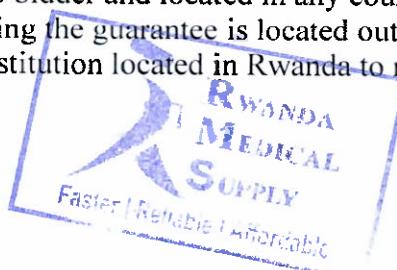
- (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Rwanda;
- (b) that, if required in the BDS, in case of a Bidder not doing business within Rwanda, the Bidder is or will be (if awarded the contract) represented by an Agent in Rwanda equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Bids Validity Period

- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

19 Bid Security

- 9.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as specified in the BDS.
- 19.2 The Bid Security shall be in the amount specified in the BDS and denominated in Rwanda Francs or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a guarantee from a banking institution or another authorised financial institution;
 - (b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it



enforceable.

- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;

19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.

19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.

19.5 The Bid Security may be forfeited executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 41;
 - (ii) furnish a Performance Security in accordance with ITB Clause 42;
 - (c) if the successful Bidder refuses corrections of its financial offer.

19.6 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.

19.7 If a bid security is not required in the BDS, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

20 Format and Signing of Bid

20.1 The Bidder shall prepare his/her bid.

D. Submission and Opening of Bids



21 Submission, Sealing and Marking of Bids

21.1 Bidders shall submit their bids to RMS Head quarter

22 Deadline for Submission of Bids

22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time specified in the BDS.

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24 Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25 Bid Opening

25.1. Bid opening will be done automatically by the system and opening report will be available to the public by the system



E. Evaluation and Comparison of Bids

26 Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

27 Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 29.

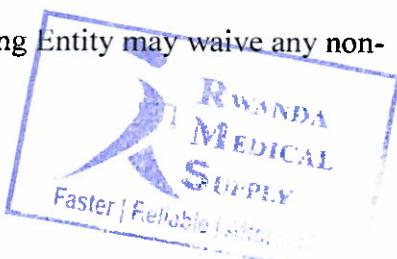
28 Responsiveness of Bids

- 28.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 28.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 28.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

29 Nonconformities, Errors, and Omissions

- 29.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-



conformities or omissions in the Bid that do not constitute a material deviation.

- 29.2 Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

30 Preliminary Examination of Bids

- 30.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 30.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security, in accordance with ITB Clause 19, if applicable.

31 Examination of Terms and Conditions; Technical Evaluation

The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with



ITB Clause 16 and 17, to confirm that all requirements specified in Section 6, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

32 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the selling exchange rates established by the source and on the date specified in the BDS.

33 Domestic Preference

Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

34 Evaluation of Bids

34.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

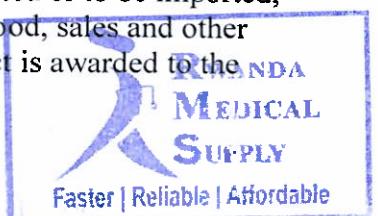
34.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 34. No other criteria or methodology shall be permitted.

34.3 To evaluate a Bid, the Procuring Entity shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 12;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.

34.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in Rwanda, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside Rwanda, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the



Bidder;

- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 34.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

35 Comparison of Bids

The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

36 Post qualification of the Bidder

- 36.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

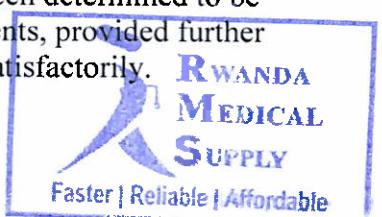
37 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

E. Award of Contract

38 Award Criteria

The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.



39 Notification of Award

- 39.1 Before the expiry of the bid validity period, the Procuring Entity shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids evaluation.
- 39.2 The notification shall specify that the major elements of the procurement process would be made available to the bidders upon request and that they have seven (7) days in which to lodge a protest, if any, before a contract is signed with the successful bidder.
- 39.3 The successful bidder may be required to provide a performance security in accordance with the procurement regulations. Such a security shall not exceed 10 % of the contract Price;
- 39.4 Upon signature of a contract, the Procuring Entity shall notify other bidders that their bids were not successful and will discharge their bid security, pursuant to ITB Clause 19.4.
- 39.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40 Procuring Entity's Right to Vary Quantities at Time of Award

At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41 Signing of Contract

- 41.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 1.2 Within 15 (fifteen) and 21(twenty-one) days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Client.
- 1.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42 Performance Security

- 1.1 Within 15 and 21 days for National Competitive Bidding and International Competitive Bidding



respectively, after receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Procuring Entity.

- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.



Section II. Instructions to bidders, Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: (RMS Ltd)
ITB 1.1	The name and identification number of the tender are: HIRING A GLOBAL LOGISTICS COMPANY TO PROVIDE COURIER/TRANSPORT SERVICE OF PHARMACEUTICAL SAMPLES. The lots comprising this tender are: One indivisible lot.
ITB 2.1	The Source of funds: RMS INCOME
ITB 2.1	The name of the Project is: Rwanda Medical Supply
ITB 4.3	A list of firms debarred from participating in Rwandan tenders is available: Rwanda Public Procurement Authority B.P 4276 KIGALI Tél: (250)501403/404/405, Fax: 501402 Web site : www.rppa.gov.rw
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bid purposes</u> only: Use the rmsprocurement@rmsltd.rw and copy to jnkurunziza@rmsltd.rw . Any clarification may be requested by writing using the above emails not later than Seven days before the fixed deadline for the submission of bids
C. Preparation of Bids	
ITB 10.1	The language of the bid is: <i>English</i>
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid:
	A. Preliminary documents
	1. Declaration of commitment;



- | | |
|--|---|
| | <ol style="list-style-type: none"> 2. Registration certificate/certificate of incorporation from RDB (trading license) duly mentioning the area of business (Express courier) ; 3. Tax clearance certificate from Rwanda Revenue Authority 4. Certificate from the social security RSSB 5. Proof of purchase of the tender document |
|--|---|

B. Administrative documents

1. Certificate of good completion of similar services (at least 3 certificates of execution of Global express courier service executed in a reputable institution)
2. Experience and Technical Capacity (documented company profile)

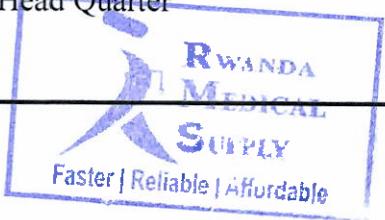
C. Technical documents

1. Methodology used by the company to expressly deliver the courier
2. Commitment/confirmation letter to have a working online courier tracking system
3. Commitment/confirmation letter to have a Global presence in more than 160 countries around the world
4. Commitment letter to deliver directly the courier/samples to the consignee premises, preferably in less than 7 calendar days after courier/sample(s) reception from RMS Ltd

D. Financial documents

Price schedule using the form provided

ITB 13.1	Alternative Bids <i>shall not be considered and will lead to automatic disqualification of the bidder</i>
ITB 14.5	The INCOTERMS edition is: 2020
ITB 14.6 (b) (i) and (c) (iii)	Place of execution: N/A
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: RMS Head Quarter



ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Rwanda shall be quoted: N/A
ITB 14.6 (c) (iv)	Prices will include all taxes as applicable in Rwanda
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.
ITB 15.1	The Bidder is required to quote in the Rwanda Francs the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 15.3	The authority to establish the exchange rate shall be the <i>National Bank of Rwanda</i>
ITB 16.3	Period of time the within which Goods are expected to be functioning (for the purpose of spare parts): N/A
ITB 17.1 (a)	Manufacturer's authorization is: N/A
ITB 17.1 (b)	After sale services is: not required
ITB 18.1	The bid validity period shall be: 120 days
ITB 19.1	Bid shall include a Bid Security <i>from a Recognized Bank or other Financial Institution.</i> N/A (No Bid security required)
ITB 19.2	The amount of the Bid Security shall be: 2% of total amount of the bid.N/A
ITB 19.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the RPPA will declare the Bidder ineligible to be awarded contracts by the Procuring entities for a period of 3 years
ITB 20.1	In addition to the original of the bid, the number of copies is: N/A
	D. Submission and Opening of Bids
ITB 21.2 (c)	Identification marks: HIRING A GLOBAL LOGISTICS COMPANY TO PROVIDE COURIER/TRANSPORT SERVICE OF PHARMACEUTICAL SAMPLES.



ITB 22.1	For bid submission purposes, the Procuring Entity's address is: Chief Executive Officer The Tender for HIRING A GLOBAL LOGISTICS COMPANY TO PROVIDE COURIER/TRANSPORT SERVICE OF PHARMACEUTICAL SAMPLES.
ITB 25.1	The bid opening shall take place automatically at RMS conference room.
E. Evaluation and Comparison of Bids	
ITB 32.1	Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF): The source of exchange rate shall be the National Bank of Rwanda: Not applicable The date for the exchange rate shall be the bids opening date: Not applicable Bid prices shall strictly expressed in Rwanda Francs
ITB 33	Domestic preference shall not be a bid evaluation factor.(The company should be located and registered in Rwanda)
ITB 34.3(a)	The bidder with the lowest total price and who fulfils the technical specifications shall be Awarded the tender Evaluation will be done as one indivisible lot. Note: If a Price Schedule shows items listed but not priced, the bid shall be considered as incomplete. An item not listed in the Price Schedule shall be assumed to be not included in the bid.
ITB 34.3(d)	(a) The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased or decreased is: 20%

Section III. Evaluation Criteria



EVALUATION OF BIDS

Clarification of Bids

To assist in the examination, evaluation and comparison of bids, RBC reserves the right to ask any Bidder to provide clarifications related to its bid.

Requests for clarification will be done in writing and so shall the response be. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Tender Committee of RBC in the Evaluation of the bids.

Preliminary or Administrative Evaluation

The Tender Committee (TC) shall examine Bids to determine whether the latter are complete, or whether they conform to the documents required in the tender document, and whether they are acceptable.

There will also be verification of whether bids submitted substantially respond to requirements under ITB 11.1. Absence or the non - conformity of any of the said documents may lead to the automatic rejection of the Bid.

Bids proved to be non-conforming, or those found to be incomplete shall be eliminated for being non-conforming administratively and shall not be passed further on to the technical evaluation stage.

Technical Evaluation of offers

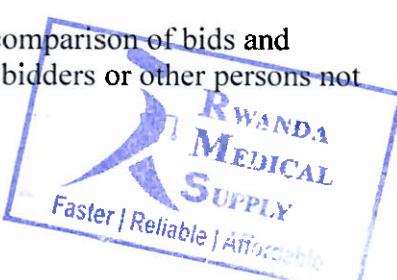
Technical evaluation of bids will be based upon all technical specifications provided. The bids that are not technically conforming will not pass to the financial evaluation stage.

Financial Evaluation of offers

Financial evaluation shall be done per unit price of the bid that conform to technical requirements of the tender. The bid that technically conform and whose is the lowest will be accepted.

Confidentiality of Procedures

Information relating to the examination, evaluation and comparison of bids and recommendations concerning awards shall not be disclosed to bidders or other persons not



officially concerned with the process until the contract award is published, except relevant information at the end of the technical evaluation and during opening of financial offers. Any effort by any bidder to influence the ITC of RBC during the examination of bids or the decision of awarding the contract shall lead to the rejection of its bid.

Award of Contract

The contract shall be awarded to one bidder who meets all the required conditions.

RBC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to entering into contract with a successful bidder, without thereby incurring any liability to Bidders.

No bidder shall lodge any claim whatsoever for the rejection of its bid or cancellation of the tender.

RBC shall issue a provisional notification to successful bidders and allow unsuccessful bidders to lodge their protests against the award within 7 days. In case of no substantive complaints at the end of the seven days necessitating delay of contracting, RBC will sign a contract with the successful bidder. Until a formal Contract is prepared and signed, any notification of award SHALL NOT constitute a binding Contract.

Failure of the successful Bidder to sign the Contract shall constitute sufficient grounds for the cancellation of the award and give the contract to the second successful bidder. In that event RBC will retain the bid security of bidder refusing to sign the contract.



Section IV. Bidding Forms

Bidder Information Form



[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
Tender No.: *[insert number of tender notice]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
I. 6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>
<input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
<input type="checkbox"/> In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1.
<input type="checkbox"/> In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture (JV) Partner Information Form:



[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of tender notice]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form



[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of tender notice]*

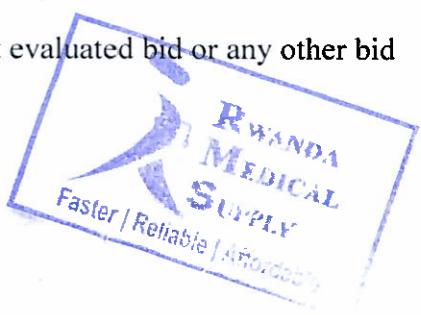
Or Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is:
_____ *[insert the total monthly price all taxes inclusive in words and figures, indicating the various amounts and the respective currencies];*
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 and GCC Clause 18 for the due performance of the Contract;
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the RPPA, under Rwanda laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.



Signed: _____ [insert signature and stamp of person whose name and capacity are shown]

In the capacity of _____ [insert legal capacity of person signing the Bid Submission Form]

Name: _____ [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]



Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]

USE THE SCHEDULE FORM PROVIDED (UPLOADED ALONG WITH THE TENDER DOCUMENT)

Bid Security (Bank Guarantee)



[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Tender Notice / Invitation for Bids No. *[Tender Notice / IFB number]* ("the Tender / IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to immediately pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) Having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders; or
- (c) Refuses to accept the correction of errors in its bid price in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty (30) days after the expiration of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

_____ *[Name, Position, signature(s) and stamp of the authorised bank official(s)]*
Form of Bid Security (Surety from Financial Institution)

BOND NO. _____



BY THIS SURETY [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], authorized to transact business in [name of country of Procuring Entity], as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Procuring Entity] as Obligee (hereinafter called "the Procuring Entity") in the sum of [amount of surety [amount in words and in figures]], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the *Procuring Entity* dated the _____ day of _____, 20____, for the(hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- (c) (c) does not accept the arithmetic corrections made to his bill of quantities and price list of his bill

then the Surety undertakes to immediately pay to the *Procuring Entity* up to the above amount upon receipt of the *Procuring Entity*'s first written demand, without the *Procuring Entity* having to substantiate its demand, provided that in its demand the *Procuring Entity* shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 (thirty) days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the *Procuring Entity* at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Date:.....

Name: of Authorised Representative person.....Address...Position:.....
Signature:..... Seal :.....)



PART 2 –Requirements

Section VI. Schedule of Requirements



TERMS OF REFERENCE FOR GLOBAL LOGISTICS COMPANY TO PROVIDE TRANSPORT SERVICE OF PHARMACEUTICAL SAMPLES AND OTHER DOCUMENTS FOR RWANDA MEDICAL SUPPLY Ltd

1. THE OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is to provide courier/transport service of pharmaceutical samples for quality control abroad by an international Express courier service provider.

2. SCOPE OF WORK

The scope of assignment is as follows:

- Handing directly the courier i.e. the samples of medicines and related official documents to the consignee premises of contracted quality control laboratories by RMS Ltd, preferably in less than 7 calendar days after sample(s) reception;
- Handing directly the courier i.e any other document to the consignee premises around the globe ;
- Security of our consignments and direct compensation measures should be taken in case of loss;
 - Immediate proof of delivery;

3. COMPANY REQUIREMENT

- Be a Global logistics company in Express courier shipping ;
- Have a Global presence in more than 160 countries around the world/regions;
- Have a modern Express transport service / Provide Fast response in short time of execution and provide a universal quality service ;
- Have online courier tracking system for real-time shipment monitoring, and automatic notifications via emails or text messages when the consignment is received by the consignee.
- Provide quotation for all countries where the company operates.





4. ZONES WHICH COURIERS MAY BE TRANSPORTED

Zone	Country	Zone	Country	Zone	Country	Zone	Country	Zone
ROW	Dominica (DM)	AM2	Latvia (LV)	EU2	Samoa (WS)	ROW		
EU3	Dominican Rep. (DO)	AM2	Lebanon (LB)	ROW	San Marino (SM)	EU1		
ROW	East Timor (TL)	ROW	Lesotho (LS)	ROW	Sao Tome And Principe (ST)	ROW		
EU2	Ecuador (EC)	AM3	Liberia (LR)	ROW	Saudi Arabia (SA)	MA1		
ROW	Egypt (EG)	ROW	Libya (LY)	ROW	Senegal (SN)	ROW		
AM2	El Salvador (SV)	AM2	Liechtenstein (LI)	EU3	Serbia, Rep. Of (RS)	EU3		
AM2	Eritrea (ER)	ROW	Lithuania (LT)	EU2	Seychelles (SC)	ROW		
AM3	Estonia (EE)	EU2	Luxembourg (LU)	EU1	Sierra Leone (SL)	ROW		
ROW	Ethiopia (ET)	ROW	Macau (MO)	AP1	Singapore (SG)	AP1		
AM2	Falkland Islands (FK)	ROW	Macedonia, Rep. Of (MK)	EU3	Slovakia (SK)	EU2		
AP2	Faroe Islands (FO)	EU2	Madagascar (MG)	ROW	Slovenia (SI)	EU2		
EU1	Fiji (FJ)	ROW	Malawi (MW)	ROW	Solomon Islands (SB)	ROW		
ROW	Finland (FI)	EU2	Malaysia (MY)	AP1	Somalia (SO)	ROW		
AM2	France (FR)	EU1	Maldives (MV)	ROW	Somaliland, Rep Of (XS)	ROW		
MA1	French Guyana (GF)	AM3	Mali (ML)	ROW	South Africa (ZA)	MA1		
AP2	Gabon (GA)	ROW	Malta (MT)	EU2	South Sudan (SS)	ROW		
AM2	Gambia (GM)	ROW	Martinique (MQ)	AM2	Spain (ES)	EU1		
ROW	Georgia (GE)	ROW	Mauritania (MR)	ROW	Sri Lanka (LK)	AP2		
EU1	Germany (DE)	EU1	Mauritius (MU)	ROW	St. Barthelemy (XY)	AM2		
AM2	Ghana (GH)	ROW	Mayotte (YT)	ROW	St. Eustatius (XE)	AM2		
ROW	Gibraltar (GI)	EU3	Mexico (MX)	AM1	St. Kitts (KN)	AM2		
					Moldova, Rep. Of			

Bolivia (BO)	AM3	Grenada (GD)	AM2	Mongolia (MN)	ROW	St. Vincent (VC)	AM2
Bonaire (XB)	AM2	Guadeloupe (GP)	AM2	Montenegro, Rep Of (ME)	EU3	Sudan (SD)	ROW
Bosnia & Herzegovina(BA)	EU3	Guatemala (GT)	AM2	Montserrat (MS)	AM2	Suriname (SR)	AM3
Botswana (BW)	ROW	Guernsey (GG)	EU3	Morocco (MA)	ROW	Swaziland (SZ)	ROW
Brazil (BR)	AM3	Guinea Rep. (GN)	ROW	Mozambique (MZ)	ROW	Sweden (SE)	EU2
Brunei (BN)	ROW	Guinea-Bissau (GW)	ROW	Myanmar (MM)	ROW	Switzerland (CH)	EU3
Bulgaria (BG)	EU2	Guinea-Equatorial (GQ)	ROW	Namibia (NA)	ROW	Syria (SY)	ROW
Burkina Faso (BF)	ROW	Guyana (British) (GY)	AM3	Nauru, Rep. Of (NR)	ROW	Tahiti (PF)	ROW
Burundi (BI)	ROW	Haiti (HT)	AM2	Nepal (NP)	ROW	Taiwan (TW)	API1
Cambodia (KH)	ROW	Honduras (HN)	AM2	Netherlands, The (NL)	EU1	Tajikistan (TJ)	ROW
Cameroon (CM)	ROW	Hong Kong (HK)	AP1	Nevis (XN)	AM2	Tanzania (TZ)	ROW
Canada (CA)	AM1	Hungary (HU)	EU2	New Caledonia (NC)	ROW	Thailand (TH)	API1
Canary Islands, The (IC)	EU3	Iceland (IS)	EU2	New Zealand (NZ)	AP2	Togo (TG)	ROW
Cape Verde (CV)	ROW	India (IN)	AP2	Nicaragua (NI)	AM2	Tonga (TO)	ROW
Cayman Islands (KY)	AM2	Indonesia (ID)	AP2	Niger (NE)	ROW	Trinidad And Tobago (TT)	AM2
Central African Rep(CF)	ROW	Iran (IR)	ROW	Nigeria (NG)	ROW	Tunisia (TN)	ROW
Chad (TD)	ROW	Iraq (IQ)	ROW	Niue (NU)	ROW	Turkey (TR)	EU3
Chile (CL)	AM3	Ireland, Rep. Of (IE)	EU1	Norway (NO)	EU3	Turks & Caicos (TC)	AM2
China (CN)	AP1	Israel (IL)	EU3	Oman (OM)	MA1	Tuvalu (TV)	ROW
Colombia (CO)	AM3	Italy (IT)	EU1	Pakistan (PK)	ROW	Uganda (UG)	ROW
Comoros (KM)	ROW	Jamaica (JM)	AM2	Panama (PA)	AM2	Ukraine (UA)	ROW
Congo (CG)	ROW	Japan (JP)	AP1	Papua New Guinea (PG)	ROW	United Arab Emirates (AE)	MA1
Congo, DPR (CD)	ROW	Jersey (JE)	EU3	Paraguay (PY)	AM3	United Kingdom (GB)	EUI1
Cook Islands (CK)	ROW	Jordan (JO)	ROW	Peru (PE)	AM3	Uruguay (UY)	AM3
Costa Rica (CR)	AM2	Kazakhstan (KZ)	ROW	Philippines, The (PH)	AP2	Uzbekistan (UZ)	ROW



Côte D'Ivoire (CI)	ROW	Kenya (KE)	ROW	Poland (PL)	EU2	Vanuatu (VU)	ROW
Croatia (HR)	EU2	Kiribati (KI)	ROW	Portugal (PT)	EU1	Vatican City (VA)	EU1
Cuba (CU)	AM2	Korea, Rep. Of (KR)	AP1	Qatar (QA)	MA1	Venezuela (VE)	AM3
Curacao (XC)	AM2	Korea, D.P.R Of (KP)	ROW	Reunion, Island Of (RE)	ROW	Vietnam (VN)	AP2
Cyprus (CY)	EU2	Kosovo (KV)	ROW	Romania (RO)	EU2	Virgin Islands-British (VG)	AM2
Czech Rep., The (CZ)	EU2	Kuwait (KW)	MA1	Russian Federation (RU)	ROW	Yemen, Rep. Of (YE)	ROW
Denmark (DK)	EU2	Kyrgyzstan (KG)	ROW	Rwanda (RW)	ROW	Zambia (ZM)	ROW
Djibouti (DJ)	ROW	Laos (LA)	ROW	Saint Helena (SH)	ROW	Zimbabwe (ZW)	ROW



COUNTRY ZONE MATRIX

3rd Country Zones		Destination zone								
		EU1	EU2	EU3	AP1	AP2	AM1	AM2	AM3	MA1
Origin zone	EU1	A	B	C	D	E	D	E	F	F
	EU2	B	B	C	E	E	F	F	D	F
	EU3	C	C	C	F	F	F	F	D	F
	AP1	E	F	C	D	D	G	F	E	G
	AP2	F	F	G	C	D	G	G	F	H
	AM1	D	E	F	C	F	C	E	F	H
	AM2	E	F	G	F	H	D	E	G	H
	AM3	E	F	F	H	E	E	F	G	H
	MA1	E	E	E	E	G	G	D	G	G
	ROW	E	E	G	G	G	H	G	H	H



5. PAYMENT

The payment will be done based on the number of items (per KG) processed and per destination.

6. REPORTING ARRANGEMENTS

During the course of the assignment, the Company will report to Quality assurance and quality control unit of RMS.

7. CONTRACT PERIOD

The contract should be for one-year period with an option of renewing in case this is well performed.

8. BILL OF QUANTITIES

Rate per kg and per destination
INTERNATIONAL

Zones	weight in kgs	Estimated number of Kgs
Zone 1	0.5-1	50
Zone 2	0.5-1	50
Zone 3	0.5-1	50
Zone 4	0.5-1	50
Zone 5	0.5-1	50
Zone 6	0.5-1	50
Zone 7	0.5-1	50
Zone 8	0.5-1	50
Zone 9	0.5-1	50
Zone 10	0.5-1	50

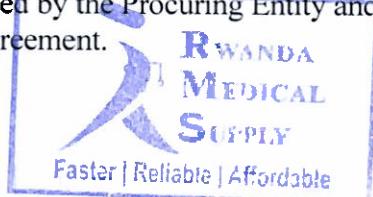


Section VII. General Conditions of Contract

Section VII. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
 - (h) "Procuring Entity" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (j) "SCC" means the Special Conditions of Contract.
 - (k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (l) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.



(m) "The Project Site," where applicable, means the place named in the SCC.

2 Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3 Fraud and Corruption

3.1 If the Procuring Entity determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

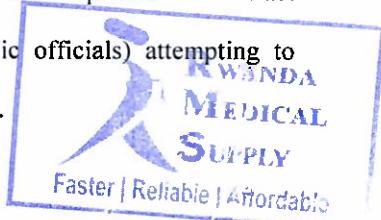
3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent,

⁶ "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁸ "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁹ a "party" refers to a participant in the procurement process or contract execution.



collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4 Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 INCOTERMS

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by INCOTERMS;
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTERMS specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 No waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language



- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

7 Notices

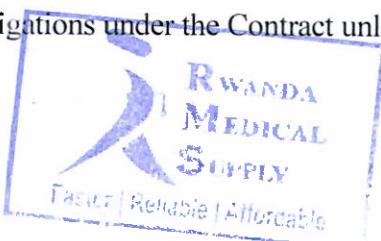
- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Rwanda, unless otherwise specified in the SCC.

9 Settlement of Disputes

- 9.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If, after seven (7) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 9.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless



they otherwise agree; and

- (b) the Procuring Entity shall pay the Supplier any money due the Supplier.

10 Inspections and Audit by RMS

The Supplier shall permit RMS and/or persons appointed by RMS to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by RMS if required by RMS. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of RMS's inspection and audit rights provided for under Clause 10 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

11 Scope of Supply

The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12 Delivery and Documents

Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13 Supplier's Responsibilities

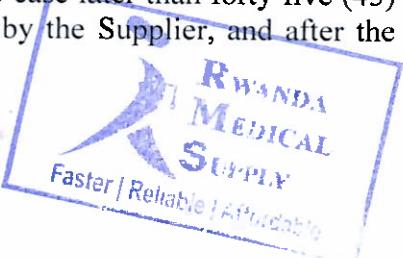
The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14 Contract Price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

15 Terms of Payment

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and after the



Procuring Entity has accepted it.

- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16 Taxes and Duties

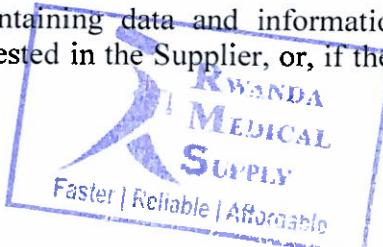
- 16.1 For goods manufactured outside Rwanda, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Rwanda.
- 16.2 For goods Manufactured within Rwanda, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Rwanda, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17 Performance Security

- 17.1 If required as specified in the SCC, the Supplier shall, within twenty one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they



are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

19 Confidential Information

- 19.1 The Procuring Entity and the Supplier shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
 - (a) the Procuring Entity or Supplier need to share with RMS or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20 Subcontracting

- 20.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21 Specifications and Standards



Technical Specifications and Drawings:

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

22 Packing and Documents

- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

23 Insurance

Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable INCOTERMS or in the manner specified in the SCC.

24 Transportation

Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS.

25 Inspections and Tests

- 25.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such



tests and/or inspections of the Goods and Related Services as are specified in the SCC.

- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Rwanda as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 25.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 25.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26 Liquidated Damages

Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of



the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 34.

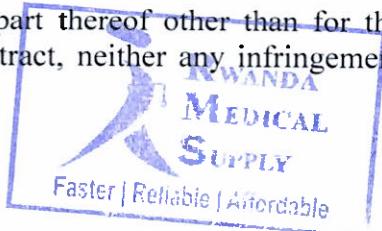
27 Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 27.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

28 Patent Indemnity

- 28.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement



resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Procuring Entity within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 28.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

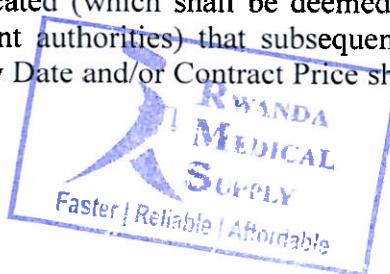
29 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct,

- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
- (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

30 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Rwanda where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall



be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31 Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32 Change Orders and Contract Amendments

- 32.1 The Procuring Entity may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



33 Extensions of Time

- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34 Termination

34.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole



or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35 Assignment

Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

36 Export Restriction

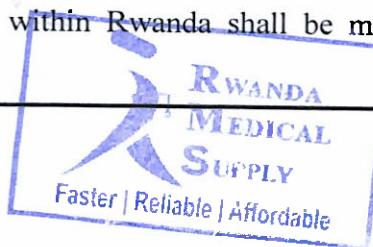
Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Rwanda, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity and of RMS that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Employer's convenience pursuant to Sub-Clause 34.3.



Section VIII. Special Conditions of Contract

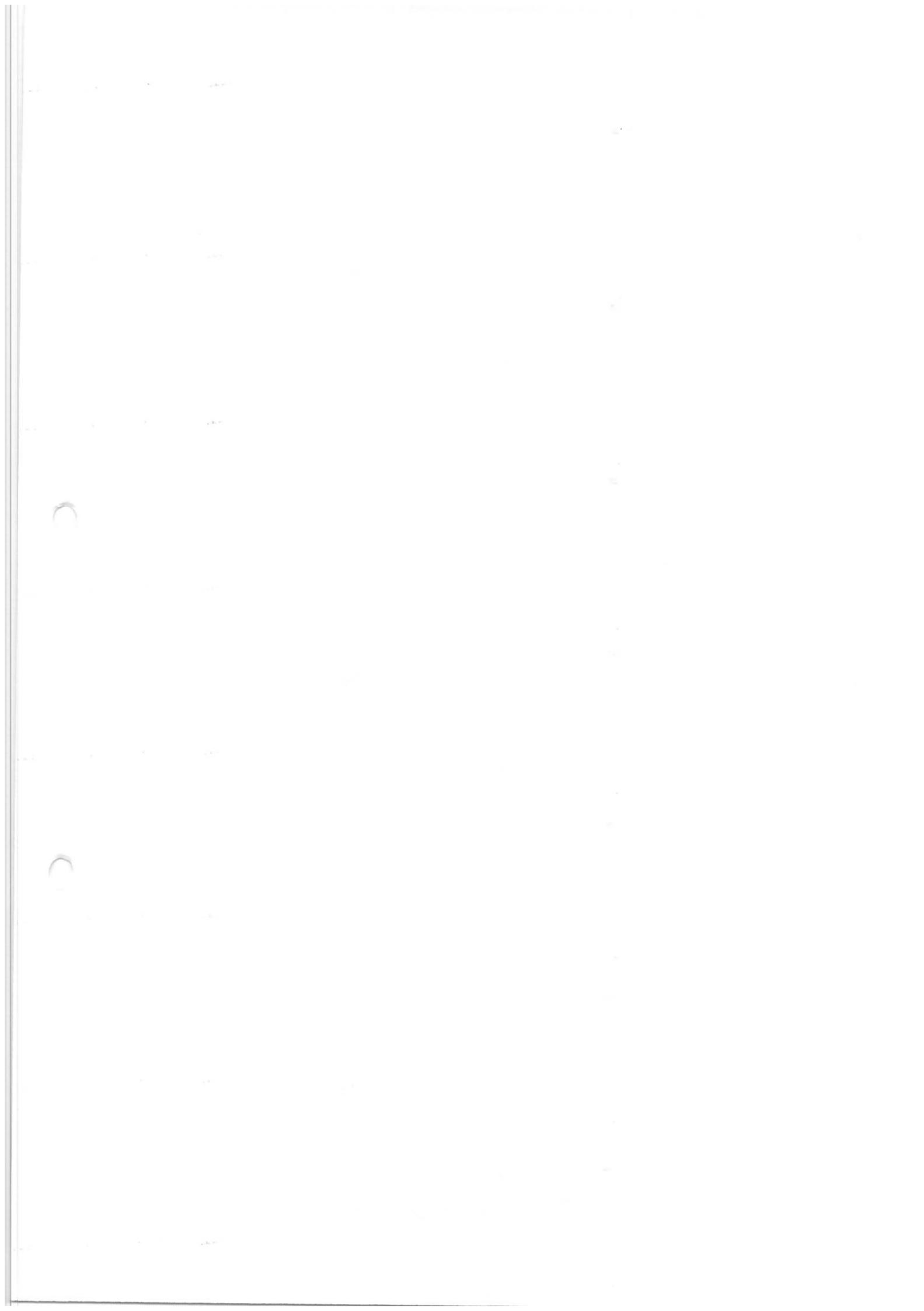
The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The <i>Procuring Entity</i> is: Rwanda Medical Supply
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: N/A
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by INCOTERMS. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by INCOTERMS, they shall be as prescribed by: N/A
GCC 4.2 (b)	The version edition of INCOTERMS shall be: N/A
GCC 5.1	The language shall be: English
GCC 7.1	For <u>notices</u> , the <i>Procuring Entity</i> 's address shall be: RWANDA Medical Supply RMS Headquarter
GCC 8.1	INCOTERM OF 2020
GCC 9.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows: In the case of a dispute between the Procuring Entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Rwanda.
GCC 12.1	Details of Shipping and other Documents to be furnished by the Supplier are: N/A
GCC 14.2	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 15.1	GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: N/A Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i> Payment for Goods and Services supplied from within Rwanda: Payment for Goods and Services supplied from within Rwanda shall be made in Rwandan Francs



GCC 17.1	A Performance Security shall be required The amount of the Performance Security shall be 10% of total amount.
GCC 17.3	If required, the Performance Security shall be in the form of : a Bank Guarantee If required, the Performance security shall be denominated in a freely convertible currency acceptable to the Procuring Entity
GCC 17.4	Discharge of the Performance Security shall take place: 30 days after final acceptance of rendered services
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: N/A
GCC 23.1	The insurance coverage shall be as specified in the INCOTERMS.
GCC 24.1	Responsibility for transportation of the Goods shall be as specified in the INCOTERMS. N/A
GCC 25.1	The inspections and tests shall be: in accordance with the terms of references
GCC 25.2	The Inspections and tests shall be conducted at: Where the proposed facilities are located.
GCC 26.1	The liquidated damage shall be: 1/1000 per day of delay. Such penalty shall not exceed five per cent (5%) of the value of the tender. If the penalties reach five per cent (5%) of the value of the tender, the contract may automatically be cancelled.
GCC 27.3	The period of validity of the Warranty shall be : N/A For purposes of the Warranty, the place(s) of final destination(s) shall be: N/A
GCC 27.5	The period for repair or replacement shall be: N/A





Section IX. Contract Forms

Table of Forms

1. CONTRACT AGREEMENT.....	60
2. PERFORMANCE SECURITY.....	62
3. BANK GUARANTEE FOR ADVANCE PAYMENT.....	63



1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Procuring Entity], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Rwanda], and having its principal place of business at [insert address of Procuring Entity] (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The Procuring Entity's Notification of Award
 - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.



4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature and stamp]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature and stamp of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*



2. Performance Security

[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Tender No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹⁰) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]¹¹* and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 19(a) is hereby excluded.

[Signatures of authorized representatives of the Bank and the Supplier]

¹⁰ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹¹ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."



3. Bank Guarantee for Advance Payment

[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated on a bank's letterhead.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Tender No. and title: *[insert number and title of bidding process]*

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]¹² in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

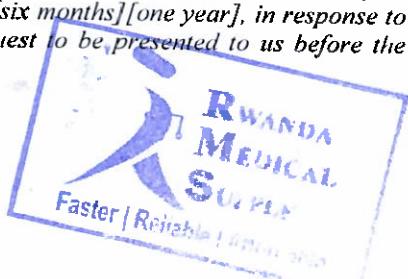
This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]¹³*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s) and stamp of authorized representative(s) of the Bank]

¹² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹³ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months]/[one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."



**STANDARD CONTRACT FOR THE SUPPLY OF
GOODS**

FOR

NATIONAL CONTRACTS





REPUBLIC OF RWANDA

Contract for the supply of.....

by and between

The Government of Rwan

Name of the procuring entity:.....

And

.....

Contract number:

Contract amount and currency:

Contract duration:

Contract administrator/Manager:

Date of contract:



THIS CONTRACT ("Contract") Hereinafter referred to as the "**Contract**" is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms....., the of the Ministry of/name of the Public Institution (Hereinafter referred to as the "**Purchaser**" and Ltd/Cie, a incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms ID/PC N°..... issued at....., the of the company Hereinafter referred to as the "**Supplier**"

4. Article One: Definitions

5. The following words and expressions shall have the meanings hereby assigned to them:

- (n) "**Contract**" means the Contract Agreement entered into between the and, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (o) "**Contract Documents**" means the documents listed in the Contract Agreement, including any amendments thereto.
- (p) "**Contract Price**" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "**Completion**" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in this Contract.
- (e) "**Day**" means calendar day.
- 6. (f) "**Force Majeure**" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (g) "**Goods**" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (h) "**Procuring Entity**" means the (name of institution)
- (i) "**Related Services**" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.



(j) "**Subcontractor**" means any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the Supplier.

(k) "Supplier" means (name of the supplier)

(l) "Purchaser" means the (name of the institution)

(m) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity;

(n) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation;

(o) **collusive practice** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant;

(p) **coercive practice** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;

(r) **Obstructive practices** means destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice: and/or threatening, harassing or intimidating any party to prevent him/her from disclosing his/her knowledge of matters relevant to the investigation or from pursuing the investigations.

7. Article 2: The Object of the Contract

8. The object of this contract is to supply to the Purchaser the goods as listed in Annex I: list of goods, quantities and technical specifications in accordance with their specifications detailed in Annex I.

9. Article 3: Contract Documents

1. This contract and its
2. Annex I: List of goods and Technical Specifications of the goods
3. Notification Letter
4. Negotiation minutes
5. Tender document
6. Bid



10. Article 4: Language

11. All notices, correspondence, documentation or communications of whatsoever nature, reports submitted or prepared under or in connection with this Contract shall be in the language.

12. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

13. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

14. Article 5: Notices

15. Each party chooses as its address for all purposes under this Contract whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Contract as follows:

16. The Government of Rwanda:

17.

18.

19.

20. The Purchaser

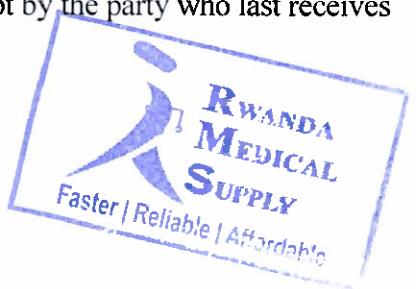
21.

22.

23.

24. Any notice required or permitted under this Contract shall be valid and effective only if in writing, and shall be deemed to have been received on the date of delivery.

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



26. Article 6: Contract management

The in charge of shall ensure the management of this contract on behalf of the Purchaser.

27. Article 7: Governing Law

- i. "This Contract shall be governed by and construed in accordance with the laws of the Republic of Rwanda.
- ii. The Parties have further agreed that if the provisions of this Contract are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.
- iii. Invalidity of one or more provision or articles of this Contract shall not invalidate any other provisions or the Contract as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution".

28. Article 8: Settlement of Disputes**i. Amicable solution:**

Any dispute or differences between the parties arising out of this Contract shall in the first instance be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

ii. Litigation:

1. "If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction."

2.

3. **Or**

4.

iii. Arbitration:

5. If the dispute cannot be amicably settled by the parties, the matter shall be referred to and finally resolved by arbitration in accordance with the Rules of Kigali International Arbitration



Centre (KIAC).

6. The number of arbitrators to the proceedings shall be one (or three depending on the size of the contract) appointed in accordance with the rules.
7. The seat of arbitration shall be in Rwanda.
8. The language of arbitration shall be..... (choose the language).
9. The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs incurred including legal fees to be paid by the party against whom enforcement is ordered.

29. Article 9: Inspections and Audit by the Procuring Entity

30. The Supplier shall permit the Procuring Entity and/or persons appointed by the Procuring Entity to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors in order to evaluate the performance of the Contract by the Supplier, and to have such accounts and records audited by auditors appointed by the procuring entity if required.

31. Article 10: Duties and Obligations of the supplier

32. The Supplier shall supply items whose specifications, details and quantities are detailed in the Technical Specifications herewith attached as **Annex 1**.

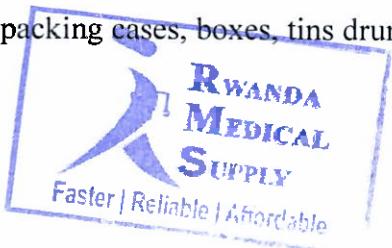
Article 11: Delivery Period and place of delivery

- a. Delivery of goods, unless otherwise provided for in this Contract shall be effected within (Days/months/years) starting from the date of signing of this contract by both parties.
- b. The place of delivery shall be at

Article 12: Packaging, Marking and Delivery

33.

- a. All Goods shall be packaged in accordance with the provisions of the Technical Specifications. Where no provisions are made in the Technical Specifications for packaging, the Goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. Unless otherwise stated in this Contract, all containers (including packing cases, boxes, tins drums



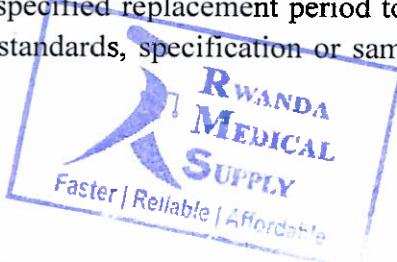
and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.

c. Where necessary, the Supplier shall:

- i. clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the Purchaser's order and include a packing note stating the contents thereof;
 - ii. on dispatch of each consignment, send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;
 - iii. send to the Purchaser a detailed priced invoice as soon as is reasonably practical after dispatch of the Goods, and
 - iv. State on all communications in the relevant order number and code number (if any).
- d. Goods shall be delivered on the days, between the times and at the address stated in this Contract.
- e. Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as required by the Contract, the Supplier shall be liable to make good to the Purchaser all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by the Purchaser in purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event the Purchaser shall be at liberty to retain the amount of any such loss or damage from any money due by the Purchaser to the Supplier but without prejudice to other methods of recovery open to the Purchaser.

Article 13: Quality

- a. All Goods supplied shall comply with the requirements of the Technical Specifications, or shall conform in all respects to the sample which form part of the Contract.
- b. All Goods covered by this Contract shall be the subject of the Purchaser's inspection and test at all times before, during or after manufacture. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by the Purchaser. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors.
- c. If the Supplier fails to supply Goods, materials, workmanship or services in accordance with the provisions of the Contract, the Purchaser may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.
- d. All rejects shall be held at the Supplier's risk and expense including all transportation and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples



specified in this Contract.

- e. In the event of the Supplier failing to remove such rejected Goods within twenty (20) days of notification of the rejection, the Purchaser shall be at liberty to return them at the Supplier's risk, the cost of carriage being recoverable from the Supplier.

34. Article 14: Contract price

- a. The contract price is Rwanda Francs (..... RWF) all taxes included.
- b. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.
- c. The contract price includes any fees, expenses or any other cost that the Supplier might incur in relation with this contract and no reimbursable shall be claimed by the Supplier.

Article 15: Billing and Payment modalities

- a. The Supplier shall be paid upon presentation to and approval by the Purchaser of an invoice of the goods supplied and accepted by the Purchaser.
- b. Each invoice shall be accompanied with the delivery note specifying the goods supplied and approved by the Purchaser and any other document specified in the contract documents. No invoice shall be accepted by the Client nor delays in payment considered if the invoice is not accompanied by such documents.
- c. In the event of a disputed invoice, the Purchaser shall notify the Supplier 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 Purchaser shall pay the remaining portions, if any, of such invoice.
- d. All payments will be made within fifteen (45) days after receipt and approval of the supplier's invoice and shall be paid to the following account:

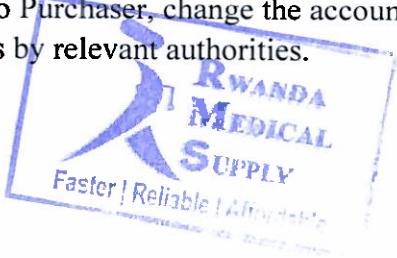
10. Account Holder:

11. Account number:

12. Bank Name:

13. Bank Address:

- e. Notwithstanding the foregoing or anything to the contrary contained herein, the Supplier may, in its sole discretion and with thirty (30) days prior written notice to Purchaser, change the account to which such payments are to be made, subject to the requirements by relevant authorities.



35. Article 16: Performance Security

- a. The Supplier shall, before signature of this contract, provide a performance security in a form of for the performance of the Contract equivalent to..... percentage of the total cost of the contract.
- b. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under this Contract.
- c. However, the performance Security shall be discharged by Purchaser and returned to the Supplier in two instalments. 50% of the performance security shall be returned not later than thirty (30) days following the date of provisional acceptance of supplies, and the remaining 50% shall be returned not later than thirty (30) days following the date of final acceptance of supplies.

36. Article 17: Confidential Information

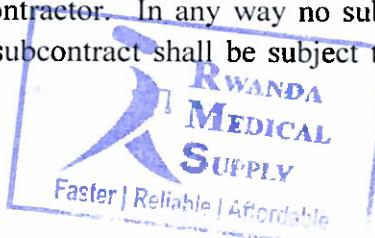
37. The "Purchaser" and the "Supplier" shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

38. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier.

39. The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

40. Article 18: Subcontracting

The Supplier shall engage no subcontractor to perform any work or services in connection with this Contract unless the Supplier shall have notified in writing the Purchaser of the identity of the proposed subcontractor and the Purchaser shall have notified in writing the Supplier of its approval of the engagement of the subcontractor. The approval by the Purchaser of the engagement of a subcontractor shall not relieve the Supplier of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. In any way no subcontract shall exceed 20% of the main contract, and the terms of any subcontract shall be subject to and in



conformity with the provisions of this Contract.

41. Article 19: Penalties

42. If the Supplier fails to deliver by the Date(s) of delivery period specified in the Contract, the purchaser may without prejudice to other available remedies for the purchaser, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 5% of the contract price. Once the maximum is reached, the purchaser may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed..... days/month and penalties shall continue to accrue until full completion of the contract or termination.

43.

44.

45. Article 20: Force Majeure

46. a. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform contractual obligations is the result of an event of Force Majeure.

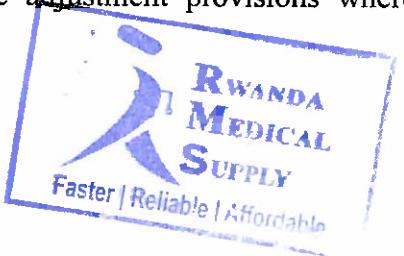
47. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within five (5) days of such condition and the cause thereof. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

48. Article 21: Change in Laws and Regulations

49. If after the deadline for submitting bids any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Rwanda where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

50. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

51. Article 22: Change Orders and Contract Amendments



52. a. The Purchaser may at any time order the Supplier through writing notice, to make changes within the general scope of the Contract in any one or more of the Quantities of Items and/ or Designs,

53. b. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within five (5) days from the date of the Supplier's receipt of change order.

54. c. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed 20% of the contract price.

55. d. Subject to the above, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

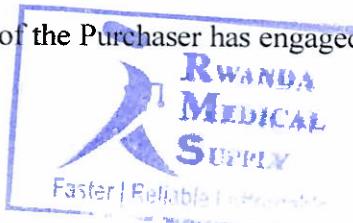
56. Article 23: Extensions of Time

- a. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly but no later than.....(days/month(s)) prior to the expiration of the contract, notify the Purchaser in writing of the delay, its likely duration, its cause and put forward a new anticipated delivery. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Unless and until the Supplier receives a notification of the new extended delivery date, there shall be no extension to the date.
- b. Except in case of Force Majeure, as provided under Clause 20, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time has been agreed upon.

57. Article 24: Termination

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (b) If the Supplier fails to perform any or all of its obligations within the period specified in this Contract, or within any extension thereof granted by the Purchaser.
- (c) If the Supplier fails to perform any other obligation under the Contract; or
- (d) If the Supplier or any of its employee, agent, in the judgment of the Purchaser has engaged in



corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing this Contract.

- (e) If the supplier becomes bankrupt or otherwise insolvent.
- (f) In case of force majeure if there is no remedy within (...) days from the day of notice of the event.

Termination for Convenience

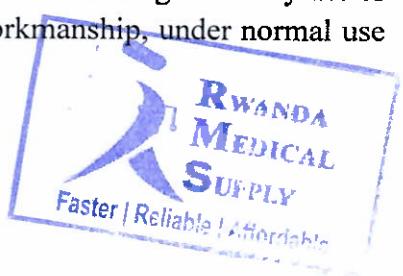
- (c) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (d) The Goods that are complete and ready for shipment or delivery within (days/months) after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. to have any portion completed at the Contract terms and prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially supplied goods and Related Services and for materials and parts previously procured by the Supplier.

58. Article 25: Assignment

59. The Supplier shall not assign or operate any other transfer of its rights under this contract, in whole or in part, its obligations under this Contract, except with prior written consent of the other party. Prior to any such assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this contract. Any attempt assignment not complied with the manner prescribed herein shall be null and void.

60. Article 26: Warranties

- a. The Supplier warrants that all the Goods are new, of good quality, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials,
- b. The Supplier warrants that goods supplied shall be free from all defects which can harm its normal use.
- c. The Supplier warrants remedying the defects within the reasonable time at his/her risks and expenses and without prejudice to any other rights which the Purchaser may have according to the Contract.
- d. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country.



- e. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- f. Upon receipt of such notice, the Supplier shall, within the period of five (5) working days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Client.
- g. If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary including but not limited to the application of penalties for delay to correct defects as provided by the Procurement law, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- h. The Supplier shall provide a warranty period of twelve (12) months to every client, unless otherwise agreed upon by parties during contract negotiations, starting from the date of official acceptance of the last delivery.

Article 27: Patent indemnity

61. The Supplier shall, subject to prior Purchaser's notification specified in the paragraph b, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.

62. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in paragraph a, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

63. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

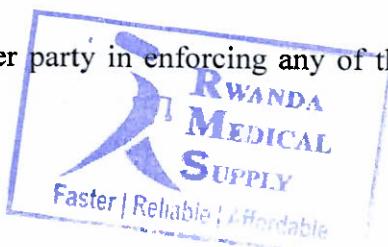
Article 28: Miscellaneous

i. Entire Agreement:

64. The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

ii. waiver:

- a. No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the



terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

iii. *Severability:*

65. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Article 29: 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.

66. Article 30: Date of effectiveness of the contract

This contract shall come into effect on the Date of Signature and remain in force until its expiration or until the two parties will have completely fulfilled their obligations, or the time the contract is terminated by either party in conditions set forth in Article 23 of this contract.

The Government of Rwanda

By: _____

Name:

Title:



The Supplier

By: _____

Name:

Title:

Date: _____

