



RWANDA MEDICAL SUPPLY (RMS) LIMITED

Title of the Tender:	SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT FOR CHUs
Tender Reference:	440/G/ICB/2021/2022/RMS Ltd
Procurement Method:	International Competitive Bidding
Contract Type:	FRAMEWORK AGREEMENT
Date of issue:	.../.../03.../2022
Date and time of submission and public opening of bids:	<p>Deadline for submission: 26./04.. /2022 at 10am local time</p> <p>Public opening: 26./04.. /2022 at 10:30 am local time</p>



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.



Invitation for Bids

TITLE: SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT FOR CHUs

Tender Number: 440/G/ICB/2021/2022/RMS

Type of contract: Framework Agreement

Client: Rwanda Medical Supply (RMS) Limited

The RWANDA MEDICAL SUPPLY (RMS) LIMITED hereby invites bids from eligible bidders specialized in the area of hospital equipment to submit their offers for **SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT FOR CHUs** on annual framework basis. Participation is open on equal conditions to all companies or enterprises specialized in the field.

The tender document shall be obtained from RMS Head Office on working day **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 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 CAMERWA, 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 at the reception of the address below before **26.10.2022** at **10:00am local time**.

-Late bids will not be accepted.

-Financial offer must be separated from the administrative and technical offer, each one in its own sealed envelope

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 of 2% of the amount of LOT and each Lot is indivisible.

All interested bidders may obtain some complementary information by writing on the email rmsltd.procurement@rmsltd.rw and copy cufitinka@rmsltd.rw within three-sixths (3/6) of the deadline period for the submission of tenders as of the date of tender notice publication days before the fixed deadline for the submission of bids.

For and on behalf of Rwanda Medical Supply Ltd

Pie HAREMIMA
Chief Executive Officer



Date: 22/10/2022

Section I. Instructions to Bidders

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 thereto 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**.
- 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

- a. 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:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice”² means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity
- (ii) “fraudulent practice”³ 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
- (iii) “collusive practice”⁴ means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant
- (iv) “coercive practice”⁵ 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
- (iv) “obstructive practice” is
- (v)

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.

- (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 Ltd 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 Ltd 's inspection and audit rights provided for under sub-clause 3.1 (e) below.

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;

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

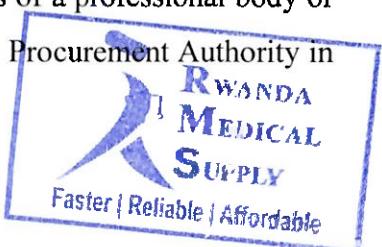
will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the RMS Ltd to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the RMS Ltd.

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

4.1 Eligible bidders for public procurement are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession. Other bidders eligible for public procurement are provided for in public procurement regulations.

4.2 To be eligible bidders may be required to prove that they are members of a professional body or that they abide by any other rules or procedures set by Rwanda Public Procurement Authority in collaboration with stakeholders in public procurement.



4.3 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.

4.4 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;

4.5 A Bidder that is under a declaration of ineligibility by the RMS Ltd 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.

4.6 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.



4.7 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

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include 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

- 6.1 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. Each page of the bidding document shall bear the procuring entity’s stamp.

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.
- 6.5 Administrative documents required to bidders shall refer to the Laws in force in the bidders' home country

7 Clarification of Bidding Documents

Any bidder may request in writing to the procuring entity, at its address **mentioned in the BDS**, for clarifications on the bidding document. The Procuring Entity shall respond to any request for clarification within seven (7) days from the day of its reception. The Procuring Entity shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the Procuring Entity. 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 Modification to the Bidding Documents

- 8.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, the Procuring Entity may modify the bidding document by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding document and shall be communicated and forwarded in writing to all bidders who had bought the bidding document⁶ and shall be made public through the communication channel that the Procuring Entity used to advertise the initial tender notice. Bidders who were given copies of addendum after they had bought the bidding document shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 8.3 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. The procuring entity shall not be liable for any consequences related to the rejection of all bids or the cancellation of the procurement proceedings due to the reasons provided for by the law on public procurement as modified and completed to date, unless it is proved that it was a consequence of its irresponsible conduct.

However, the procuring entity may charge a fee for obtaining copies of the bidding documents determined by the procurement regulations. The cost of the bidding document shall only be equivalent to the amount of money required to cover costs of its reproduction and its distribution

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

⁶ It is therefore important that the Procuring Entity maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.



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 and Price schedules well printed and properly organized.
- b) Copy of Trading License
- c) Original or a certified copy of the Social Security certificate
- d) Original or a certified copy of the tax clearance certificate
- e) Bid security (if any)
- f) Declaration of commitment (if applicable)
- g) Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided
- h) Proof of purchase of tender document
- i) Appropriate samples /catalogues (if required)
- j) A certificate of origin of the supplies and the manufacturer's authorisation
- k) References of similar tenders executed (if required)
- l) Written confirmation authorizing the signatory of the Bid to commit the Bidder

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

11.2 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:
- (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**.
- 15.2 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.



- 15.3 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 Central Bank or any other authority **specified in the BDS** prevailing on the deadline for submission of bids or on any other date specified in the bidding document. 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

- 16.1 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.

21 Bid Security

- 21.2 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 21.3 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;

- 21.4 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.
- 21.5 A bid security issued by a local institution to guarantee a bid that was sent by a foreign bidder from his /her country before the bid submission deadline, may be presented on the opening date and shall be considered as part of that bid
- 21.6 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.
- 21.7 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.

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

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

21.10 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

21.11 if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

The Procuring Entity may declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the law on public procurement**.

19 Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "**ORIGINAL**." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "**COPY**." In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 The original and all copies of the bid shall be typed in indelible ink, stamped and signed by a person duly authorized to sign on behalf of the Bidder.

19.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

20 Submission, Sealing and Marking of Bids

20.1 Bidders may always submit their bids by mail or by hand.

Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, ~~in separate sealed~~



envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.

20.2 The envelopes containing the original and the copies shall be enclosed in one single envelope:

- (a) The inner envelopes shall bear the name and address of the Bidder;
- (b) The outer envelopes must be anonymous and be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1; and
- (c) The outer envelopes must bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1

20.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

21 Deadline for Submission of Bids

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

21.2 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.

22 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.

23 Withdrawal, Substitution, and Modification of Bids



- 23.1 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.
- 23.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 23.3 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.

24 Bid Opening

- 24.1 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

25 Confidentiality

- 25.1 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.
- 25.2 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.



- 25.3 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.

26 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. At his/her own initiative, a bidder may provide clarifications on his/her bid but which shall not change its price or substance.

27 Responsiveness of Bids

27.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

27.2 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:

27.2.1 affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

27.2.2 limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or

27.2.3 if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

27.3 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.



28 Non-conformities, Errors, and Omissions

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

29 Preliminary Examination of Bids

- 29.1 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.



- 29.2 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.

30 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.

31 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**.

32 Domestic Preference

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

33 Evaluation of Bids

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



- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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).



- 33.6 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.

34 Comparison of Bids

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

35 Post-qualification of the Bidder

- 35.1 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.
- 35.2 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.
- 35.3 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.

36 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.

F. Award of Contract

37 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.

38 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.



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 finally 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.
- 39.6 The written contract shall base on the bidding document, the successful bid, any clarification received and accepted, and any correction made and negotiations agreement between the Procuring Entity and the successful bidder.



40 Signing of Contract

- 40.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 40.2 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.
- 40.3 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

- 42.1 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.
- 42.2 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: RWANDA MEDICAL SUPPLY (RMS) LIMITED
ITB 1.1	The name and identification number of the tender are: SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT FOR CHUs TENDER REFERENCE: 440/G/ICB/2021/2022/RMS Number of Lots: N/A
ITB 2.	The Source of funds: ORDINARY BUDGET & GRANTS
ITB 2.	The name of the Project is: N/A
ITB 4.5	A list of firms debarred from participating in Rwandan tenders is available at <u>www.rppa.gov.rw</u>
B. Contents of Bidding Documents	
ITB 7.	For Clarification of bid purposes only: Use the email <u>rmsltd.procurement@rmsltd.rw</u> and <u>euftinkar@rmsltd.rw</u> . Any clarification may be requested by writing within three-sixths (3/6) of the deadline period for the submission of tenders as of the date of tender notice publication.
C. Preparation of Bids	
ITB 10	The language of the bid is: English



	Bidders are permitted, at their choice, to submit their bids in the language above indicated.
ITB 11.1	<p>The Bidder shall submit only the following documents in its bid:</p> <p>a. PRELIMINARY AND ADMINISTRATIVE DOCUMENTS</p> <ol style="list-style-type: none"> 1. Certificate of company registration duly indicating the area of business (The business should be Medical equipment), 2. Bid submission form dated, signed and stamped by the legal representative of the company, 3. Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of Attorney) in case the person who signed the bid is not the legal representative, 4. Bid Security by lot is 2% of the total amount quoted, 5. At least two similar references aged less than 5 years {executed contracts of the same nature (<i>medical equipment</i>) and of with almost the same volume (<i>The total amount of the provided references shall be at least 2/3 of the total cost of lots quoted for</i>)} accompanied by copies of certificate of good completion from public institutions, reputable NGOs or organizations, <p>N/A</p> <ol style="list-style-type: none"> 6. Tax clearance certificate: a copy of a valid Tax clearance / non clearance certificate issued by Rwanda Revenue Authority (<i>RRA (For local bidders only)</i>), 7. A valid copy of the social security certificate issued by Rwanda Social Security Board (RSSB) (<i>For local bidders only</i>) 8. A valid copy of license to operate a whole sale pharmacy issued by RFDA (for local bidders only) <p>b. TECHNICAL DOCUMENTS</p> <ol style="list-style-type: none"> 9. A valid CE Marked and/or US FDA Approved certificate or Equivalent by Manufacturer to attest the good practice of the manufacturer, and ISO 13485 where applicable, 10. Well detailed CV+ relevant professional certificates of the proposed engineer who will assist in after sale service. He must have an engineering degree in biomedical field and a vast experience (at least 3 successful



- projects like this) working in installation, maintenance and training of installed medical equipment
11. A well filled compliance sheet/comparison table which shows resemblances and differences against the provided specifications and, with explanations.
 12. Detailed technical description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided **demonstrated by catalogues or prospectus**. *Note: Where the catalogue gives more than one brands/model, the bidder must specify which model is proposed that corresponds to the quoted price. The catalogue should be available at Manufacturer's website.*
 13. All technical specifications Information which is not provided in the catalogue but committed in separate signed document by the manufacturer (If any)
 14. Warranty certificate and commitment letter for after sales service and support (1-year warranty inclusive spare part and labour against manufacturer defects and One-year free preventive maintenance service (minimum 2 services) where required in the compliance sheet.
 15. Commitment letter for onsite training of Hospital technical staff during the installation and commissioning of the awarded equipment by factory/manufacturer trained personnel.
 16. A commitment letter confirming that all the necessary resources (material and human) in the supply, transport and installation at the final destinations, commissioning and testing will be in charge of the supplier
 17. Any required spare or consumables (not mentioned in compliance sheet) to make machine fully functional during installation and through the warranty period (if any)

c. FINANCIAL DOCUMENTS

18. Price schedules dated and signed, using the form provided along with the tender document showing the DDP prices at Health facility. Which covers

	<p>the total cost of equipment, insurance in transportation, customs fees, transport up to final destination, installation, testing & commissioning, training on site during installation and after sale service/one-year warranty),</p> <p>a. Post qualification documents</p> <p>After determining the lowest-evaluated bidder, the Procuring Entity will carry out the post-qualification of the Bidder in accordance with ITB Clause 35, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. N/A</p>
ITB 13	Alternative Bids shall not be considered with the only exception being the alternative mode of transportation
ITB 14.5	<p>The INCOTERMS edition is: INCOTERMS 2020</p> <p>Incoterm required: DDP at destination CHUB and KACYIRU Hospital</p>
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: Different health facilities
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	N/A
ITB 14.6 (b) (iii)	In addition to the CIP Prices specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Rwanda shall be quoted DDP at final destination
ITB 14.7	The prices quoted by the Bidder shall not be adjustable during the framework period
ITB 14.8	<p>Lots- N/A</p> <p>Prices quoted for each item shall correspond to a hundred percent (100%) of the quantities specified for the item</p>



	The Bidders are required to quote as follows:
ITB 15.1	<ol style="list-style-type: none"> 1. Bidders from Rwanda and the whole East African Community are strictly required to quote in Rwanda Francs (FRW) only. 2. Bidders from other countries of the world can quote in any freely convertible currency
ITB 15.3	<p>The authority to establish the exchange rate shall be the “<i>National Bank of Rwanda</i>”</p> <p><i>The exchange rate considered shall be the selling exchange rate of the day of opening of bids</i></p>
ITB 16.3	Period of time the within which Goods are expected to be functioning (for the purpose of spare parts): life-span of the goods. N/A
ITB 17 (a)	Manufacturer's authorization is Required if the bidder is not the manufacturer
ITB 17 (b)	After sale services is: <i>Required if indicated in the schedule of requirements</i>
ITB 18.1	The bid validity period shall be 120 days from the date of bids submission
ITB 21.2	Bid shall include a Bid Security (<i>issued by bank or an insurance company</i>) in a format included in Section IV Bidding Forms.
ITB 21.3	The amount of the Bid Security shall be 2% of each LOT quoted for
ITB 19.1	In addition to the original of the bid, the number of copies is: 1 copy
	D. Submission and Opening of Bids
ITB 20.2 (c)	Identification marks: N/A
ITB 21.1	<p>For bid submission purposes, the Procuring Entity's address is:</p> <p>RWANDA MEDICAL SUPPLY (RMS) LIMITED</p> <p>Village: Virunga</p>



	<p>Cell : Kibaza</p> <p>Sector : Kacyiru</p> <p>District : Gasabo</p> <p>KG 509 St (Former CAMERWA)</p>
ITB 24.1	<p>The bid opening shall take place at RMS Office:</p> <p>RWANDA MEDICAL SUPPLY (RMS) LIMITED</p> <p>Village: Virunga</p> <p>Cell: Kibaza</p> <p>Sector: Kacyiru</p> <p>District: Gasabo</p> <p>KN 8 Ave, Kigali (Former CAMERWA)</p> <p>Conference room</p>
E. Evaluation and Comparison of Bids	
ITB 31.	<p>Bid prices expressed in different currencies shall be converted in Rwanda Francs (FRW)</p> <p>The source of exchange rate shall be the National Bank of Rwanda: (selling rate)</p> <p>The date for the exchange rate shall be the bids opening date.</p>
ITB 32	Domestic preference shall be a bid evaluation factor on 15%. N/A
ITB 33.3(a)	<p>Evaluation will be done by LOT. N/A</p> <p>Bids will be evaluated for LOT and the Contract will comprise the total item (s) of the lot awarded to the successful Bidder. N/A</p> <p><i>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.</i></p>



ITB 33.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A
ITB 33.6	Bidders shall not be allowed to quote separate prices for one or more items.
	F. Award of Contract
ITB 38.	The maximum percentage by which quantities may be increased or decreased is: Not Applicable as this a framework contract. The quantity will vary according to the needs.



Section III. Evaluation and Qualification Criteria

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1. Domestic Preference (ITB 32): Applicable

If the Bidding Data Sheet so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in Rwanda for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in Rwanda, for which (i) labor, raw materials, and components from within Rwanda account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in Rwanda.
- (c) **Group C:** Bids offering Goods manufactured outside Rwanda that have been already imported or that will be imported.

To facilitate this classification by the Procuring Entity, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Procuring Entity's reclassification of the bid into its appropriate bid group.

The Procuring Entity will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid



from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to ten (10) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award.”

2. Evaluation Criteria (ITB 34.3 (d)): Not Applicable

The Procuring Entity’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 34.3(d) and in BDS referring to ITB 34.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per INCOTERMS specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VI, Delivery Schedule.

- (b) Deviation in payment schedule. [Insert one of the following]

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.



or

- (ii) *The SCC stipulates the payment schedule specified by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 34.3 (d).*

- (c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the following]
 - (i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 16.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

 - (ii) *The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 16.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*

- (d) Availability in Rwanda of spare parts and after sale services for equipment offered in the bid.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 34.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.



- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 34.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 34.3(d).

- (f) Performance and productivity of the equipment. [insert one of the following]

(i) *Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 34.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 34.3(d).*

or

(ii) *An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 34.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 34.3(d).*

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS Sub-Clause 34.3(d)]

3. Multiple Contracts (ITB 34): Not Applicable

The Procuring Entity shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.2 Post-Qualification Requirements)



The Procuring Entity shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
 - the lowest-evaluated bid for each lot and
 - (i) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

4. Post-qualification Requirements (ITB 35)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

- (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*



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>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> ID/Passport Number [Insert the ID or Passport Number] 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: [check the box(es) of the attached original documents]

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1.
- 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

<p>1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i></p> <p>2. JV's Party legal name: <i>[insert JV's Party legal name]</i></p> <p>3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i></p> <p>4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i></p> <p>5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i></p> <p>6. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>ID/Passport Number <i>[Insert ID or Passport Number]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p>



- 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 bid price in words and figures,
indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*



Methodology of Application of the Discounts: The discounts shall be applied using the following method: _____ [*Specify in detail the method that shall be used to apply the discounts*];

- (e) 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;
- (f) 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;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) 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.]



Price Schedule: Goods Manufactured outside Rwanda, to be imported

Currencies in accordance with ITB Sub-Clause									Alternative No:	Date:	Tender No:
1	2	3	4	5	6	7	8	9	10	Page N°	of
Line Item Nº	Description of Goods	Country of Origin	Delivery Date as defined by INCOTERM	Quantity and physical unit	Unit price DDPRMS	DDPRMS WAREHOUSES Price per line item (Col. 5x6)	DDPRMS WAREHOUSES Price per line item for inland transportation and other services required in Rwanda to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)	Total Price		
[insert number of the item]	[describe the quality of the container]	[insert country of origin of the Good]	[Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price DDP per unit]	[insert total DDP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]	Total Price		

Name of Bidder [insert complete name of Bidder] Signature and stamp of Bidder /signature of person signing the Bid/ Date [Insert Date]



Price Schedule: Goods Manufactured outside Rwanda, already imported

Currencies in accordance with ITB Sub-Clause 15												
Page N° _____ of _____												
1	2	3	4	5	6	7	8	9	10	11	12	13
Line Item N°	Description of Goods	Description of the container (if required)	Country of Origin	Delivery Date as defined by INCOTERM S	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents] with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6 [with ITB 14.6(c)(i) (Col. 6 minus Col.7)]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 5×8)	Price per line item item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6 (c) (iv)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Sales and other taxes paid or payable per item if Contract is awarded in Rwanda	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert quality of the container]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]	
												Total Bid Price

Name of Bidder [insert complete name of Bidder] Signature and stamp of Bidder [signature of person signing the Bid] Date [insert date]



Price Schedule: Goods Manufactured in Rwanda

Rwanda											
Currencies in accordance with ITB Sub-Clause 15											
1	2	3	4	5	6	7	8	9	10	11	
Line Item №	Description of Goods	Description of the container <i>(if required)</i>	Delivery Date as defined by INCOTERMS	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in Rwanda to convey the Goods to their final destination	Cost of local labour, raw materials and components from with origin in Rwanda % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)	
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[describe the quality of the container]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert cost of local labour, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>	
											Total Price



Name of Bidder *[insert complete name of Bidder]* Signature and stamp of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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)]



Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) and stamp of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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



PART 2 – Supplying Requirements

Section V. Supply Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *INCOTERMS* rules (i.e., EXW, or DDP, CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring Entity’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).



LIST OF GOODS

The successful bidder will deliver the following goods according to the requirement below. Note that the quantities indicated hereinafter are for indicative purpose.

Nº	DESCRIPTION	TECHNICAL SPECIFICATION AND REAGENTS USED	QTY
1	MEDICA EASY START	Medica Easy start: Electrode PO2 Medica Easy start: Electrode PCO2 Medica Easy start: Electrode PH Medica Easy start: Electrode NA⁺ Medica Easy start: Electrode K⁺ Medica Easy start: Electrode CA⁺⁺ Medica Easy start: Electrode Reference	1 1 1 1 1 1 1
2	Coagulation Analyzer	Machine with Working Voltage: 220 V / 50 Hz((110V / 60 Hz, optional) and capacity to analyzer those test: PT (Prothrombine Time) APTT (Activated Partial Thromboplastin Time) TT (Thrombin time) Fibrinogen D-Dimer	
3	Embedding machine	Embedding machines: Technical features: Working Voltage: 220 V / 50 Hz((110V / 60 Hz, optional) Power: < 1000 watt. Accessories: Foot Switch and Forceps Heating Station (with internal power supply – preinstalled).	



	Cold palate Hot palate Heated Paraffin tray for tissue cassettes in melted paraffin >= 4.5l Pre-warming chamber Paraffin dispenser system with tank at least 4l and heated flow controlled nozzle Digital temperature control (adjustment) and timer for every cold and hot area Temperature range Room temperature to -20 C on cold areas and Room temperature to +85 C on hot area Work space with drainage grooves and cold spot	
4	Automate Stainer machine : Technical specifications: Reagent containers not less than 12. One cleaning bath (the 9th one). One roasting bath (the 1st one). Processing time of each container: 1 s – 59 min and 59 s. Capacity of containers: specimen process: 25 slides.. Working voltage: 110/220 VAC, frequency: 50/60Hz, Power: 1000 W.	1
5	Clock timer A Quarts A: Plastic times, set time reminde, 3 channel timers(T1,T2,T3) , Fixed time:more than 24 hours	5
6	Working Voltage: 220 V / 50 Hz((110V / 60 Hz, optional)§ Power: < 1000 watt.	2
7	1. SP1-Cassette 2. Reagent S100, 5 Litres 3. PSB, 5 Litres 4. CD-rom containing semen view 5. Dispenser 1-10 ml 6. Sample cups 20 ml 7. SP-100 test kit 8.Cleaning kit nucleocounter	1 1 1 1 1 1 1 1



PART 3 – Contract





THE REPUBLIC OF RWANDA

Framework agreement for the provision of goods and or services

By and Between

..... (insert the name of the buyer)

And

..... (Insert the name of the Supplier)

AGREEMENT NUMBER:

AGREEMENT AMOUNT AND CURRENCY:

AGREEMENT DURATION:

AGREEMENT MANAGER:

DATE OF AGREEMENT:



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Section I. Framework Agreement

THIS FRAMEWORK AGREEMENT is entered.....

BETWEEN:-

The Government of Rwanda represented by Mr/Mrs/Ms..... the of (name of the Institution),.....(fill in the institution's full address), Hereinafter referred to as the "Buyer";

AND

..... Ltd, a Company incorporated in (Country) under Registration number, Represented by Mr/Mrs/Ms , ID/PC N°..... issued at....., the of the company, Hereinafter referred to as the "Supplier."

The buyer and the supplier are herein referred to as a "Party," or collectively the "Parties."

WHEREAS

- (a) The Buyer conducted a public procurement procedure and selected the Supplier (s) in order to enter into agreement for the supply of goods and/or services as specified herein;
- (b) The Supplier participated in the public procurement procedure competing for the award of the agreement and was therefore selected the successful bidder;
- (c) This agreement sets out general and special conditions of the agreement;

NOW THEREFORE the parties hereby agree as follows:



1. The following documents attached hereto shall be deemed to form an integral part of this agreement :
 - (a) The Special Conditions of Contract;
 - (b) The General Conditions of Contract;
 - (c) The list of goods, technical specifications and supply requirements
 - (d) Contract negotiations minutes
 - (e) The Tender Document;
 - (f) The Supplier's bid
 - (g) Any other document listed in the SCC as forming part of the Contract.

2. This agreement shall prevail over all other agreement documents. In the event of any discrepancy or inconsistency within the agreement documents, then the documents shall prevail in the order listed above.

3. The mutual rights and obligations of the Buyer and the Supplier shall be as set forth in the agreement, in particular:
 - (a) the Supplier shall supply the goods and/or services in accordance with the provisions of the agreement; and
 - (b) the Buyer shall make payments to the Supplier in accordance with the provisions of the agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be signed in their respective names as of the date hereunder written.

For and on behalf of *[name of the Buyer]*

[Authorized Representative]



For and on behalf of [name and legal status of Supplier]

[Authorized Representative]



Section II. General Conditions of agreement

1. Object and term of agreement

1.1 **Special conditions of the agreement shall specify** the object matter of a particular framework agreement.

1.2 This agreement is entered into for a period **specified in special conditions of the agreement**.

1.3 The agreement shall be initially signed for one (1) year and may be renewed twice depending on satisfactory performance of the Supplier. The indicators for Performance of the Supplier shall be based on the assessment stipulated for in the **special conditions of the agreement**.

2. Definitions

2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

- (a) **Approval**" means the prior written consent by Buyer
- (b) "**Call-off contract**" means the purchase order submitted to the Supplier by the Buyer for the provision of goods and/or services;
- (c) "**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;
- (d) "**Collusive practice**" means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant;



- (e) "**Commencement date**" means the date this agreement shall become effective;
- (f) "**Confidential information**" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential including information which would or would be likely to prejudice the commercial, administrative, governmental interests, trade secrets, Intellectual Property Rights, know-how, of either party
- (g) "**Corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity;
- (h) **Buyer", client"** means the procuring entity which issued an ITT and conducted public procurement procedures, and therefore who signs this agreement with the Supplier;
- (i) "**Supplier, service provider**" means the bidder who responded to the ITT and participated in the public procurement procedures conducted by the procuring entity and who was selected as the successful bidder, and therefore signed this agreement with the Buyer
- (j) "**Framework Agreement**" means this agreement between the Buyer and the Supplier;
- (k) "**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



- (l) "**Good Industry Practice**" means standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
- (m) "**Goods and/or Services**" means either the goods or the services or both to be supplied as it has been specified in the bidding document and in accordance with the call-off contract/purchase order made by the Buyer. Services also mean consulting services.
- (n) "**Guarantee**" means the guarantee in favour of the Buyer entered into between the Supplier and his bank or insurer or any other guarantee acceptable to the Buyer for the purpose of securing the performance of this agreement or Purchase Order;
- (o) "**Intellectual Property Rights**" means patents, inventions, trademarks, service marks, logos, design rights, applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations;
- (p) "**ITT**" means the Invitation To Tender issued by the Buyer
- (q) "**Law**" means the Laws of Republic of Rwanda



(r) "Month"	means a calendar month
(s) "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.
(t) "Order"	means a written request for goods and/or services served by the Buyer to the Supplier in accordance with the required procedures
(u) "Ordering Procedures"	means the procedures which are followed by the Buyer or other Buyers when submitting the order for goods and/or services to the Supplier;
(v) "Other Buyers"	means other procuring entities that shall rely on this agreement and order goods and/or services from the Supplier
(w) "Party"	means the Buyer or the Supplier
(x) "Regulatory Bodies"	means those government departments and regulatory, statutory and other entities which are entitled to regulate, investigate, or influence the matters dealt with in this agreement or any other affairs of the Buyer
(y) "Staff"	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of his obligations under this agreement or purchase order



- (z) "**Standard Goods and Services**" means the goods and/or services competed for by the Supplier as they were specified in the bidding document and herein, and that shall be the subject of the purchase order;
- (aa) "**Tender**" means the bid submitted by the Supplier to the Buyer for the purpose of competing for and entering into this agreement
- (bb) "**Term of the agreement**" means the period commencing on the commencement date and which may expire at the end of the first, the second or the third year from commencement date or on earlier termination of any kind of this agreement;
- (cc) "**Days**" means calendar day unless otherwise provided
- (dd) "**Year**" means a calendar year

3. Interpretation

- 3.1. The drafting and interpretation of this agreement shall all be subject to the following provisions:
- 3.2. Words importing the singular meaning include also, where the context so admits, the plural meaning and vice-versa;
- 3.3. Words importing the masculine include also the feminine and the neuter;
- 3.4. The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 3.4. References to any person shall include natural persons, Joint Venture and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 3.4. References to any law, order, regulation, circular or other similar legal instrument shall be construed as a reference to the law, order, regulation, circular or that similar legal instrument as completed or amended by any subsequent law, order, regulation, circular or the similar legal instrument as subsequently completed or amended;



3.5. References to a clause is a reference to the whole of that clause unless stated otherwise.

4. Scope of the agreement

4.1. This agreement shall govern the relationship between the Buyer and the Supplier in two categories:

4.1.1 The first category is where a Buyer is a central procuring entity which enters into agreement with selected Supplier(s) on behalf of other procuring entities that shall be issuing purchase orders for goods and/or services which they may be needed frequently over a period of time.

4.1.2 The second category is where a Buyer enters into agreement with a Supplier(s) exclusively on its behalf for ordering goods and/or services that he may be needed frequently over a period of time.

4.1.3 **Special conditions of the agreement shall specify** the aspect of a respective framework agreement.

5 Selection of a Supplier

5.1 A Supplier is selected as a single Supplier of goods and/or services as specified in the bidding document and shall be the only one to whom purchase orders for such goods and/or services shall be issued during the term of agreement, save in case provided for otherwise in the agreement.

5.2 If more than one Supplier have been selected depending on geographic location of their business, the kind of products or services they sell, their expertise or any other objective basis, goods and/or services shall be ordered from such suppliers depending on their specific locations, kind of products, services or expertise, as may be needed by a buyer.

5.3 In the event more than one Supplier selling identical items have been selected the Buyer(s) shall order goods/services with a prior mini-competition among them before awarding issuing the purchase Order.

5.4 **Specific conditions of the agreement shall specify** whether the Buyer has selected a single Supplier or many Suppliers from whom goods and/or services shall be ordered.

6. Specifications of goods and/or services



6.1 The goods and/or services to be supplied shall be in accordance with the technical specifications and service level agreement **stipulated for in special conditions of the agreement**, the purchase order and in accordance with quality standards and good industry practice.

6.2 If requested by the Buyer, prior being given a purchase order the Supplier shall provide the Buyer with samples of goods for evaluation and approval, at the Supplier's cost and expense.

7. Change in specifications of goods and/or services

7.1 During the term of the agreement the Buyer may change some of specifications of goods and/or of services to be supplied without substantially changing their nature. Whenever there is a change to some specifications of goods and/or services, parties shall amend special conditions of the agreement regarding technical specifications/service level agreement and match the requirements with the current changes.

8. Prices for goods and/or services

8.1 Prices for goods and/or services shall base on unit prices quoted by the Supplier in his bid. The unit price for each item and the estimated total price of the agreement are to be **specified in special conditions of the agreement**.

8.2 Unit prices may be adjusted in accordance with the provisions of public procurement regulations on conditions and procedures for price adjustment.

9 Ordering goods and/or services

9.1 The Supplier acknowledges that there is no irreversible obligation for the Buyer or other Buyers to purchase from him during the term of this agreement, goods and/or services shall be ordered depending on the need of the buyer(s) and estimated quantity to be supplied shall be **specified in special conditions of the agreement**. However, the Supplier shall have no right to claim for being awarded the whole estimated quantity of goods and/or scope of services herein. , no undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Buyer and/or any other Buyers in respect of the Unit Prices or the value of the goods and/or services to be ordered by them pursuant to this agreement and the Supplier acknowledges and agrees that it has not entered into this agreement on the basis of any such undertaking



9.2 Unless the goods and/or services are not available to the Supplier, the Buyer and/or other Buyers shall not order them from other suppliers other than the Supplier. However, for more efficiency and value for money reasons, if the Buyer wants to procure from the Supplier(s) other than the Supplier he shall do it with prior notification to the latter.

9.3 If a central procuring entity signs the framework agreement on behalf of beneficiary procuring entities, the former shall give beneficiary procuring entities guidelines about ordering goods and/or services from the Supplier.

10 Procedures for submitting a purchase order

10.1 When ordering goods and/or services the Buyer shall:

10.2 order needed goods and/or services in accordance with the specifications agreed upon in the framework agreement;

10.3 apply corresponding unit prices as they have been quoted in the tender of the Framework Supplier or otherwise adjusted following provisions of the framework agreement;

10.4 submit a purchase order to the Supplier;

10.5 ensure the purchase order states the specifications of the goods and/or services needed by the Buyer or by other Buyer(s); state the supply requirements for needed goods and/or services, including the place, date, time, packaging, and any other delivery conditions and shall incorporate other terms and conditions of the purchase order that may help both parties to fulfil their contractual obligations and meet objectives of the agreement

10.6 **special conditions of the agreement shall specify** the delivery period from the time the Supplier receives the purchase order.

11: Form and acceptance of a purchase order

11.1 The purchase order shall be in a written form that gives details of goods and services to be supplied and the supply requirements.



11.2 After receiving a purchase order, depending on the nature of the goods and/or services ordered, the Supplier shall immediately acknowledge receipt of the order by signing and returning the order form or immediately supply the goods and/or services.

12 Statutory requirements

12.1 The Supplier shall be responsible for obtaining all licences, authorisations, consents, permits, registration, standardization, payment of taxes, and the fulfilment of any other obligation that is required by the law to supply goods and/or services.

12.2 If the supplier fails to abide by statutory requirements the f agreement shall be terminated.

13: Modalities of supply

13.1 The supplier shall supply in accordance with the purchase orders issued by the buyer or any other Buyers following the requirements of this agreement.

13.4 The goods and/or services provided shall be supplied in accordance with the Buyer's specifications as set out in the agreement.

13.5 Timely supply of the goods and/or services shall be of essence in performance of the agreement.

13.6 The Supplier shall at all times comply with the quality standards, and where applicable shall maintain accreditation with the relevant quality standards' authorisation body. To the extent that the standard of services has not been specified in the agreement the Supplier shall agree the relevant standard of the services with the Buyer prior to the supply of the services and in any event, the Supplier shall perform its obligations under the agreement in accordance with the law and good industry practice.

14 Transfer and sub-contracting

14.1 The agreement is personal to the Supplier and shall not be assigned, novated or otherwise disposed in whole or in part without the previous consent in writing of the Buyer, where possible. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this agreement without the prior written consent of the Buyer.





14.2 However, for the purpose of executing the agreement,, the Supplier may source goods and/or services from other suppliers or seek for any other support from them but in all cases the Supplier shall always be solely and directly liable to the Buyer(s) with whom he has an agreement.

14.3 The Supplier shall be also responsible for the acts and/or omissions of the sub-contractors as though they are his (the Supplier) own.

14.4 Where the Buyer has consented to the placing of sub-contracts the Supplier shall ensure that the Buyer has the benefit of step-in rights as a third party in all sub-contracting arrangements which the Supplier has or will enter into to fulfil orders for goods and/or services placed by the Buyer. Such sub-contracting arrangements will clearly identify the Buyer; expressly provide a right for the Buyer to enforce the terms of the agreement. Copies of each sub-contract shall, at the request of the Buyer, be sent by the Supplier to the Buyer as soon as reasonably practicable.

14.5 The Buyer shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this agreement or any part thereof to other buyers or any other body which substantially performs any of the functions that previously had been performed by the Buyer provided that such assignment, novation or disposals shall not increase the burden of the Supplier's obligations under this agreement.

15 Rights of third parties

15.1 Save as provided in the rights specified in this agreement for the benefit of Buyers, a person who is not party to this agreement ("Third Party") has no right to enforce any term of it but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to this agreement.

15.2 However, depending on prevailing circumstances and in order to enforce principles of economy and efficiency in public procurement, the Supplier agrees that the Buyer may allow any other public entity other than specified beneficiary Buyers, to use this agreement and order goods and/or services from the Supplier.

15.3 The execution of the purchase orders and payment modalities for such orders specified in the preceding paragraph shall be exclusively conducted between the Supplier and the respective public



entity. The Buyer shall not be held liable of any non-performance or poor performance of any or all obligations by any or both parties.

16 Intellectual property rights (IPR)

16.1 Save as granted elsewhere under this agreement, neither the Buyer nor the Supplier shall acquire any right, title or interest in the other's pre-existing IPR.

16.2 The Supplier shall, during and after the contract period, indemnify and keep indemnified and hold the Buyer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Buyer may suffer or incur as a result of any claim that the supply of goods and/or the provision of services by the Supplier infringes or allegedly infringes a third party's IPR

17 Insurance

17.1 The Supplier shall indemnify and keep indemnified the Buyer(s) in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.

17.2 However, the above clause shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its staff, or by any circumstances within his or their control.

17.3 **Special conditions of the agreement shall specify** any kind of insurance that shall be subscribed by the Supplier to provide a level of cover sufficient for all risks which may be incurred by him under this agreement including death or personal injury, or loss of or damage to property.

17.4 The Supplier shall produce to the Buyer, on request, copies of all insurance or a broker's verification of insurance shall be conducted to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.



17.5 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the agreement then the Buyer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

18 Performance Guarantee

18.1 Before the commencement date and if requested in writing by the Buyer, the Supplier shall provide a performance guarantee covering the performance of his obligations.

18.2 Determination of the value of the performance security shall base on the value of estimated purchase orders. It shall not be less than 5% nor more than 10% of the value of the estimated purchase orders.

19: Inspection of the goods and/or services and remedies for defects

19.1 The Buyer or its authorised representatives may inspect or test the goods/services either complete or in the process of manufacture/provision on reasonable notice at the Supplier's premises and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge.

19.2 The issuance by the Buyer of a receipt note for the goods shall not constitute any acknowledgement of the condition, quantity or nature of those goods. No failure to make a complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by the Buyer of any rights or remedies in respect of the goods and the Buyer reserves the right to reject the goods once it is discovered that they do not meet the requirements or good industry practices and standards. Any goods rejected or returned by the Buyer shall be returned to the Supplier at the Supplier's risk and expense.

19.3 The Buyer may, by written notice to the Supplier, reject any of the goods which fail to conform to the approved sample or fail to meet the contract specifications. Such notice shall be given within a time period to be **stipulated in special conditions of the agreement**. If the Buyer rejects any of the goods pursuant to this clause the Buyer may without prejudice to other rights and remedies either:

19.3.1 have such goods promptly, and in any event within a time period to be **specified in special conditions of the agreement**, either repaired or replaced by the Supplier with goods which conform in



all respects with the approved sample or with the purchase order requirements and due delivery shall not be deemed to have taken place until such repair or replacement has occurred, or;

19.3.2 treat the agreement as discharged by the Supplier's breach and obtain a refund from the Supplier in respect of the goods concerned together with payment of any additional expenditure reasonably incurred by the Buyer in obtaining other goods in replacement provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.

19.4 The Supplier hereby guarantees the goods, for the period to be **stipulated in special conditions of the contract** from the date of reception, against faulty materials or workmanship. If the Buyer, within such guarantee period, gives notice in writing to the Supplier of any defect in any of the goods as may have arisen during such guarantee period under normal use, the Supplier shall without prejudice to any other rights and remedies which the Buyer may have promptly remedy such defects whether by repair or replacement as the Buyer shall elect for free of charge.

19.5 The Buyer shall appoint a supervising official who shall ensure whether the Supplier supplied goods or is providing services meeting specifications or the service level agreement provided for in the contract. Whenever the supervising official finds that goods supplied or services provided are substandard he shall make a report thereon specifying areas that need improvement. The Buyer shall notify the Supplier of the non-performance or poor performance and require him to correct the identified defects within the time period agreed upon for that purpose.

20: Force Majeure

20.1 Neither party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the agreement to the extent that such delay or failure is a result of force majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations under the agreement for the duration of such force majeure. However, if such force majeure prevents either party from performing its material obligations under the agreement for a period in excess of 6 months, either party may terminate the agreement with immediate effect by notice in writing.

20.2 If either party becomes aware of a force majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part it shall notify in writing within the period stipulated in the special conditions of the agreement.



21: Payment modalities

21.1 The Buyer shall pay all sums due to the Supplier to the account and within the time period to be stipulated in special conditions of the agreement from the receipt of a valid and supported invoice.

21.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the goods and/or services supplied and that it is supported by any other documentation reasonably required by the Buyer to substantiate the invoice.

21.3 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the agreement, it shall ensure that a provision is included in such sub-contract that all funds due to the sub-contractor may be paid by the Supplier. Special conditions of the agreement may provide for direct payment by the Buyer to the sub-contractor using funds that would be paid to the Supplier, if in the Buyer's judgement the Supplier's delay to pay the sub-contractor causes non-performance or poor performance of the agreement.

21.4 The Supplier shall ensure that prices he quoted include all the expenses required, taxes and duties, levies applicable, except when they are expressly excluded or exempted by a specific law.

21.5 The Supplier shall not suspend the supply of goods or delivery of services, unless he is entitled to terminate the contract under the clause of termination on default for failure to pay undisputed sums of money.

22: Recovery of sums due

22.1 Wherever under the agreement any sum of money is recoverable from or payable by the Supplier including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of the agreement, the Buyer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the contract or under any other agreement or contract with the Buyer.

23: Liquidated damages

23.1 If the Supplier fails to supply the goods and/or services by the date(s) specified in special conditions of the agreement or in the purchase order or where an extension of time has been agreed in



writing by the parties the amended date for delivery, the Supplier shall pay the Buyer a sum by way of liquidated damages equal to one thousandth (1/1000) for each day of delay. ,.

23.2 The Supplier shall not be obliged to pay any sums pursuant to the above clause if and to the extent the failure by the Supplier to deliver the goods by the agreed delivery date directly results from the Buyer's default provided that the Supplier had notified the Buyer within a period specified **in special conditions of the agreement** of such circumstances in sufficient detail to enable the Buyer to remedy the situation.

24: Contractual liability

24.1 Both general and special conditions of this agreement and terms and conditions of the purchase order shall be respected by parties.

24.2 In case a central procuring entity enters into a agreement on behalf of other procuring entities, the Supplier acknowledges that each Buyer shall be independently responsible for the conduct of its issuance of purchase orders. The Buyer (central procuring entity) shall not be accountable for and shall have no liability whatsoever in relation to the conduct of other Buyers in relation to this agreement; or to non-execution of any purchase order by other Buyers entered into pursuant to this agreement.

24.3 The supplier acknowledges that he shall be responsible for his actions, omissions, those of his staff and sub-contractors in regard with this agreement and with the purchase order

25 Provision of information

25.1 Parties shall reasonably exchange comprehensive information necessary for the execution of the agreement.

26 Records and audit access

26.1 Parties shall keep and maintain until ten (10) years, after the date of expiry of the term or termination of this agreement, all records and accounts of the operation of this agreement



26.2 During the ten (10) year period the Supplier shall give the Buyer (or relevant Buyer) and/or auditors from appropriate institutions access to such records and accounts as may be required from time to time.

27 Confidential information

27.1 Except to the extent set out in this article or where disclosure is expressly permitted elsewhere in this framework agreement, each party shall:

27.1.1 treat all confidential information belonging to the other party as confidential and safeguard it accordingly;

27.1.2 not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the agreement or except where disclosure is otherwise expressly permitted by the provisions of the agreement.

27.1.3 the Supplier shall not use any confidential information it receives from the Buyer otherwise than for the purposes of the agreement.

27.2 It shall not be a disclosure of confidential information if the information (i) is or becomes public knowledge otherwise than by either party herein, (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party, (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, (iv) is independently developed without access to the confidential information, (v) must be disclosed pursuant to a legal, regulatory, court decision or contractual obligation placed upon the party making the disclosure.

27.3 Nothing shall prevent the Buyer (s) disclosing any confidential information obtained from the Supplier (i) for the purpose of the examination and certification of the Buyer's accounts, (ii) for the purpose of any examination by the Buyer's auditors of the economy, efficiency and effectiveness with which the Buyer has used its resources, (iii) for the purpose of debarment procedures or any other procurement investigations, (iv) for the purpose of another contract (s) whose preparation and/or performance depend on the protected information.



27.4 In the event the parties fail to comply with provisions on confidentiality, the aggrieved party reserves the right to terminate the agreement with immediate effect by giving notice in writing to the defaulting party.

28 Non-discrimination

28.1 The Supplier undertakes to treat the parties equallys28.2 The Supplier shall take all reasonable steps to secure the observance of the preceding clause by all his servants, employees, agents and/or sub-contractors employed in the execution of this agreement.

28.3 Likewise, notwithstanding cases justified by this agreement, the Buyer shall not unlawfully discriminate or refuse to issue a purchase order to the Supplier.

29 Corrupt gifts and payments of commission

29.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Buyer, or any other public body or person employed by the Buyer, any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this agreement, or the purchase order.

29.2 If the Supplier, its staff or any person acting on the Supplier's behalf, engages in conducts prohibited by the preceding clause or commits any offence or violation, the Buyer may recover in full from the Supplier who shall indemnify him for any other loss he (Buyer) shall have sustained in consequence of any breach of this clause, whether or not the agreement has been terminated.

30 Termination

30.1 Termination for Default

30.1.1 The Buyer may terminate this agreement by serving written notice on the Supplier with effect from the date **specified in special conditions of the agreement** when:

30.1.2. the Supplier fails to deliver any or all of the ordered goods and/or services within the period specified in special conditions of the agreement or in the purchase order, or within any additional time period granted by the Buyer(s);



- 30.1.3 in the discovery and judgement of the Buyer, the supplier has engaged in fraud and corruption during competition for an agreement or during the execution of this agreement or a purchase order;
- 30.1.4 the Supplier commits a material default and has not remedied the material default to the satisfaction of the Buyer within a period specified in special conditions of the agreement, or such other period as may be specified by the Buyer, after issue of a written notice specifying the material default and requesting it to be remedied;
- 30.1.5 the material default is not, in the reasonable opinion of the Buyer, capable of remedy;
- 30.1.6 where the Buyer acknowledges that as a consequence of default by the Supplier, another Buyer terminates a purchase order (s) which was issued to the Supplier under this agreement.
- 30.1.7 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Buyer in writing of such failure to pay. If the Buyer fails to pay such undisputed sums within a time period, **specified in special conditions of the agreement**, of the date of such written notice, the Supplier may terminate the agreement in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Buyer exercising its rights of recovery of sums due to him by the Supplier.

30.2 Termination for financial standing

The Buyer may terminate this agreement by serving a written notice on the Supplier with effect from a time **specified in special conditions of the agreement** or in the notice where (in the reasonable opinion of the Buyer), there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which adversely impacts on the Supplier's ability to supply goods and/or services under this agreement.

30.3 Termination for Insolvency

The Buyer may terminate this agreement with immediate effect by notice in writing where the Supplier is a company and becomes bankrupt or otherwise insolvent, acquired by or merged with another company.

30.4 Termination for convenience



30.4.1 The Buyer shall have the right to terminate this agreement, or to terminate the provision of any part of the agreement at any time by giving a written notice to the Supplier to take effect from a date **specified in special conditions of the agreement.**

30.4.2 the notice of termination shall specify that termination is for the Buyer's convenience and that the Supplier shall not claim for any compensation. However, goods and/or services that shall be ordered before the termination notice and which shall be ready for delivery or provision within one month after the termination notice, they shall be accepted by the Buyer or by any other Buyer (s) who may have ordered them but if and only if they meet required specifications or service level agreement.

31 Consequences of termination and expiry

31.1 Notwithstanding the service of a notice to terminate the agreement, the Supplier shall continue to fulfil his obligations under the agreement until the date of its expiry or termination or until another date that may be agreed upon by parties in writing.

31.2 Termination or expiry of the agreement shall not cause any outstanding purchase order to terminate automatically. For the avoidance of doubt, all outstanding purchase orders shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice for termination of the agreement states that it is also to constitute notice terminating all purchase orders between the Buyer (s) and the Supplier.

31.3 Within a time period to be **stipulated in special conditions of the agreement**, where applicable the Supplier shall return to the Buyer any data and confidential information belonging to the latter in his (Supplier) possession, power or control, either in its then current format or in a format nominated by the Buyer (in which event the Buyer will reimburse the Supplier's reasonable data conversion expenses), together with other related documentation, and any other information and all copies thereof owned by the Supplier.

31.4 Termination or expiry of this agreement shall be without prejudice to any rights, remedies or obligations of either party accrued under this agreement prior to termination or expiry.



32 Entire Agreement

32.1 This agreement constitutes the entire agreement and understanding between the Buyer and the Supplier in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between them in relation to such matters, save in the case of fraud or fraudulent misrepresentation.

32.2 In the event of, and only to the extent of, any conflict between general conditions of this agreement and its special conditions, special conditions shall prevail.

33 Notices

33.1 Except as otherwise expressly provided within this agreement, no notice or other communication from one party to the other shall have any validity under the agreement unless made in writing by or on behalf of the party sending the communication.

33.2 Any notice or other communication which is to be given by either party to the other shall be given by letter sent by hand, post, registered post or by the recorded delivery service, by facsimile transmission or electronic mail. Such letters shall be addressed to the other party to the address specified in **special conditions of the agreement**. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given after a time period **specified in the special conditions of the agreement**.

33.3 In case any of parties changes its address, it shall inform the other. The Supplier accepts that changing his address without informing the buyer shall lead to his debarment in public procurement proceedings.

34 Management of the Agreement

34.1 The **special conditions of the agreement** shall specify the managers of this agreement in representation of each of the parties.

35 Dispute Resolution



35.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the agreement. Within a time period to be **stipulated in special conditions of the agreement** parties shall meet in order to try and resolve the dispute

35.2 If the parties cannot settle the dispute amicably, the matter shall be referred to Rwandan courts of competent jurisdiction.

35.3 Or 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 the arbitration centre to be **specified in special conditions of the agreement**.

35.4 In that case of arbitration the number of Arbitrators to the proceedings, the seat and language for arbitration shall be **specified in special conditions of the agreement**.

35.5 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.

36 Law and Jurisdiction

36.1 The agreement shall be governed by and construed according to law **stipulated in special conditions**.

37 Severability

Invalidity of one or more provisions of this agreement shall not invalidate any other provisions or the agreement as a whole. The invalid provision shall be replaced by such valid provision which comes closest to the intent and purpose of the parties.

38. Counterparts

This agreement is executed in two (2) counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement.



39. Limitation of Liability

The liability of the Procuring Entity to the Supplier is limited to the amount of the Purchase Order.

40 Entry into Force

The agreement shall come into force on the date of signature by both parties.



Section III. Special Conditions of Framework Agreement

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	This Agreement has the object <i>[specify whether the agreement concerns the supply of goods or provision of services and insert the title of the tender as it was communicated to bidders in the invitation to tender and in the bidding document]</i>
GCC 1.2	This Agreement is signed for a period of <i>[specify the duration of this particular framework agreement]</i> .
GCC 1.3	Performance of the supplier shall be assessed and shall base on the following performance indicators. <i>[Insert the performance indicators that shall be based to evaluate the performance of the supplier]</i>
GCC 4.1.3	<i>Where applicable, please specify the category of the framework agreement, whether the client is a central procuring entity that also signs the Framework Agreement on behalf of beneficiary procuring entities or if it is a single procuring entity that signs the Framework Agreement only for itself. If the client is a central procuring entity, please show also a list of beneficiary procuring entities that shall order goods and/or services under this Agreement from the Supplier/Service Provider].</i>
GCC 5.4	In this agreement the Buyer has selected <i>[specify whether it is a single or several Supplier(s). Indicate also whether</i>



	<i>there shall be a mini-competition among selected Suppliers in order to select the one to whom a purchase order is to issued.</i>
GCC 6.1	<p>In this Agreement the <i>[insert name of the Buyer]</i> shall order on need basis</p> <p><i>[Insert technical specifications of the goods that shall be supplied]</i></p> <p><i>[Insert a detailed service level that shall provide quality service as needed by the Buyer];</i></p> <p>Parties agree that details of the above specifications are as they were designed in the bidding document, and the bid after adjustment. <i>[Insert an additional change that was made to the specifications if there were clarifications, negotiations and corrections that altered the initial specifications for goods, works or services]</i></p>
GCC 8.1	<p>In this Agreement, unit prices for each item and/or service to be supplied is as follow:</p> <p><i>[Insert a table indicating unit prices for each of goods/services to be supplied]</i></p> <p>The total price of goods to be supplied and/or services to be provided is estimated at <i>[insert the estimated total price that shall be paid to the supplier/service provider during the Framework Agreement]</i>.</p>



GCC 9.1	<p>In this Agreement, the Buyer estimates to order from the supplier goods and/or services of the following quantity or scope:</p> <p><i>7 [Insert the estimated quantity of each item of goods to be supplied]</i></p> <p><i>[Insert the estimated scope of services to be provided]</i></p>
GCC 10.6	<p>After reception of a purchaser order, the supplier shall deliver within <i>[insert the period within which a supplier shall deliver the goods and/or services]</i></p> <p>The purchase order may also provide for the delivery period that should match with the period specified herein.</p>
GCC 17.3	<p>Insurance by the Supplier</p> <p><i>[For goods/services that require the Supplier to subscribe for insurance, please specify which kind of insurance that is required]</i></p>
GCC 19.3	<p>The Buyer may, by written notice to the Supplier, reject any of the goods which fail to conform to the approved sample or fail to meet the contract specifications. <i>[Insert the period within which the Buyer shall give the notice from the date he discovered the non-conformity].</i></p>
GCC. 19.3.1	<p>The supplier shall repair or replace the non-conforming goods and/or services within <i>[insert the period for repair or replacement]</i>.</p>
GCC. 19.4	<p>The guarantee for the goods is for <i>[insert the guarantee period]</i></p>



GCC 21.1	<p>The sums shall be deposited to the account:</p> <p><i>[Indicate the account number and name of the bank]</i></p> <p><i>[Indicate the name of the account owner]</i></p> <p><i>[Indicate any other details in regard to the account]</i></p> <p>The Buyer shall pay all sums due to the Supplier to the account and within <i>[Insert the period for payment after reception of a valid invoice]</i></p>
GCC. 21.3	<i>[Specify whether for this agreement there shall be direct payment by the Buyer to the sub-contractor using funds that would be paid to the Supplier]</i>
GCC. 23.2	<i>[specify the period within which the supplier shall inform the Buyer of the circumstances on the Buyer's side that are likely to cause delay in performance]</i>
GCC 30.1.1	<i>[Specify the effective date of the written notice for termination of the agreement]</i>
GCC 30.1.7	<i>[Specify the period of payment by the Buyer of undisputed sums to the supplier]</i>
GCC 31.3	<i>[Specify a time period when the Supplier shall return to the Buyer any data and confidential information belonging him (the Buyer)]</i>
GCC 33.2	<p><i>[Specify the address of each of the contracting parties]</i></p> <p><i>[Specify a time after which a notice or communication shall be deemed to have been given]</i></p>
GCC 34.1	<p><i>[Insert the Manager of the agreement in representation of the Buyer]</i></p> <p><i>[insert the Manager of the agreement in representation of the Supplier]</i></p>



GCC 35.1	<i>: shall meet in order to try and resolve the dispute within [insert the time period for meeting].</i>
GCC 35.3	In case of dispute settlement the parties shall use the rules of <i>[insert the Arbitration Centre whose rules shall be used]</i>
GCC 35.4	In case of arbitration the number of Arbitrators to the proceedings, the seat and language for arbitration shall be <i>[insert the number of Arbitrators, the seat and language]</i>
GCC 36.1	<i>[Specify other applicable law if it is not the Law of Rwanda]</i>

