

REPUBLIC OF RWANDA



MINISTRY OF PUBLIC  
SERVICE AND LABOUR



**FUNDING: APEFE**

*Association for the Promotion of Education and Training Abroad*

**Tender Document (TD)**

**Tender N°L-RW101/102- 08/2020**

**Supply, installation and testing of IT equipment**

For the “Workplace Learning Support Programme”

**OPEN PUBLIC TENDER**

**SPECIAL CONDITIONS OF THE CONTRACT**



**Kigali, September 2020**

**INVITATION FOR BIDS (IFB)**  
**Supply, Installation and testing of IT equipment**  
**Tender N°L-RW101/102 - 08/2020**

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**Funding: APEFE**

**Date of advertisement launch: 04/09/2020**

1. APEFE (hereinafter called “Client”), under the financial support of DGD (Belgian Directorate General for Development Cooperation), contributes in the implementation of “*Workplace learning support programme*”, in partnership with MIFOTRA and PSF (Private Sector Federation).

The client intends to apply a portion of its financial support to execute the **Tender N°L-RW101/102 - 08/2020** Supply, installation and testing of IT equipment for which the present Tender Document (DAO) is issued.

2. APEFE invites eligible bidders to submit bids for the supply of new and unused equipment and of the most recent or current models. The tender is composed of 3 lots:
  - Lot 1: Tablets, laptops and modems
  - LOT 2: Servers and accessories
  - LOT 3: Interactive board and videoconferencing system
3. Tender documents in English may be downloaded from [www.TOHOZA.com](http://www.TOHOZA.com) and [www.jobinrwanda.com](http://www.jobinrwanda.com) websites as from **04/09/2020**.
4. Well bound and sealed bids in three (3) copies of which one original and two copies must be submitted to the APEFE office, KN1, St Paul, Plot 2360, Nyarugenge, Kigali, Rwanda, Office compound, 3<sup>rd</sup> Floor, not later than **05/10/2020 at 10:00 local time**. Submission via email will not be accepted.
5. The opening of bids will take place in APEFE board room, on **05/10/2020 at 10:30 AM** in presence of bidders.
6. The tender title shall be clearly indicated on the exterior envelope.
7. Bidding will be conducted in accordance with the APEFE Procurement Regulations.

**Marie-Pierre NGOMA**  
Programme Administrator  
APEFE

**Faustin MWAMBARI**  
Programme Director  
MIFOTRA



## STATUS AND MISSION OF APEFE

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*The Association for the Promotion of Education and Training Abroad (APEFE) is a Belgian non-profit making association which has the following objectives:*

- To cooperate into the study, organisation and in the design of teaching, education, and training programmes to be promoted in foreign countries;
- To promote, organise and coordinate all forms of skills transfer between the French speaking Belgian community, Wallonia Region and foreign countries;
- To coordinate and encourage initiatives of institutions which support the same objectives.

*For more information on Procuring Entity we invite you to visit the website: [www.apefe.org](http://www.apefe.org)*

In Rwanda, APEFE, under the financial support of DGD (Belgian Directorate General for Development Cooperation), in partnership with the Ministry of Public Service and Labour (MIFOTRA) and the Private Sector Federation (PSF), is implementing a multiannual programme PPA 2017-2021 with the following specific objective: “Young Rwandan women and men access an inclusive and equitable quality alternating training in the trades of food processing, fashion, and beauty, and responding to the skills needs of the growing Rwandan economy”.

This tender document is composed of four sections below:

- Section I: Instructions to bidders (ITB) and evaluation criteria
- Section II: Technical specifications
- Section III: Bidding Data Sheets (BDS)
- Section IV: Bidding forms (Submission, Tender)

### SECTION I: INSTRUCTIONS TO BIDDERS (ITB) AND EVALUATION CRITERIA

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#### 1. Purpose and scope of bid

1.1 This tender is related to the purchase and installation of new and unused most current models of IT equipment in the framework of the “Workplace learning support Programme”.

1.2 The call for tender is launched for the Supply, Installation and testing of IT equipment, in 3 lots.

1.3 In this tender document, the following terms, bid and offer are synonymous, the term «day» means a calendar day.

## **2. Procedure**

This is an open public tender.

## **3. The Procuring Authority**

3.1 The Procuring Authority is: **APEFE** (*Association for the Promotion of Education and Training Abroad*).

3.2 The “Workplace Learning support programme”, represented by Mrs Marie-Pierre Ngoma, Programme Administrator, will award and execute this tender under the financial support of APEFE.

3.3 APEFE will receive the equipment of lots 1 at its office in Kigali, Nyarugenge, KN1, St Paul, Plot 2360. Lots 2 and 3 will be delivered and installed at PSF Gikondo office, Gatenga, Kicukiro, Kigali City, Kigali, Gikondo Magerwa, P.O. Box 319 Kigali Rwanda, info@psf.org.rw, as a final destination.

## **4. Fraud and Corruption**

All bidders, suppliers, and contractors, their subcontractors and the procuring entities representatives, are required to observe the highest standard of ethics during the procurement and execution of such contracts.

## **5. Eligible Bidders**

5.1 Participation is open on equal conditions to all companies or persons fulfilling the requirements to public tenders in accordance with the APEFE regulations.

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

## **6. Contents of the Bidding Document**

6.1 The bid shall comprise the following documents:

- a) Bid submission form;
- b) A copy of the Domestic Company Registration Certificate (RDB);
- c) Original or a certified copy of the Social Security Certificate delivered by Rwanda Social Security Board (RSSB);
- d) Original or a certified copy of the Tax Clearance Certificate delivered by RRA;
- e) For Lot 1: A bid security of 400,000 RWF issued by a recognized Bank  
For lot 2: A bid security of 1,500,000 RWF issued by a recognized Bank  
For lot 3: A bid security of 260,000 RWF issued by a recognized Bank
- f) Technical proposal with a detailed description of the equipment to be supplied, establishing the conformity to technical specifications;
- g) Financial proposal;
- h) Two (2) copies of goods delivery certificates of similar equipment accompanied by their signed contracts.

6.2. The Bidder shall bear all the costs related to the preparation and submission of his/her bid.

## **7. Bid Submission Form and Price Schedules**

The Bidder shall submit the Bid Submission Form using the form provided 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 requested information.

## **8. Clarifications of the bidding document / Request for Information**

8.1 Any potential bidder who needs clarification on these Specific Conditions of the Contract must address his/her request to the Procuring Authority via the APEFE email address: bureau.kigali@apefe.org, not later two (2) calendar days before the submission of the bids.

8.2 The Procuring Authority will respond to any clarification request received in writing or via email not later than one (1) calendar days before the submission of bids. The Procuring Authority shall communicate and forward, without disclosing the source of the request for clarification to all bidders who obtained the Tender Document, the copies of the clarifications.

8.3 Each bidder has an obligation to request for clarification. No additional payment extension of time will be guaranteed as a result of misinterpretation of these Specific Conditions of the Contract.

## **9. Modification to the Bidding Documents**

10.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, the Procuring Authority may modify the bidding document by issuing an addendum.

10.2 Any addendum issued shall be part of the bidding document and shall be communicated to interested bidders who had received the Bidding Document. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Authority may at its discretion, extend the deadline for the submission of bids.

## **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 French or English.

## **11. Bid Prices and Discounts**

11.1. The price to be quoted in the Bid Submission Form shall be the total price of the bid for each lot, excluding any discounts offered, with APEFE, Kigali (Rwanda) as the final destination of equipment.

11.2 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

11.3 All the duties, levies and taxes payable by the bidder in the framework of the present tender shall be included in the prices and in the total amount of the bid submitted by the bidder.

11.4 The price of the bid submitted by the bidder shall be final and fixed during all the duration of the execution of the contract by the bidder and shall, in any way whatsoever, be changed. A bid that includes a clause for the modification of prices shall be considered noncompliant and shall be rejected.

11.5 The prices of the present contract shall be in Rwandan Francs (RWF) and shall be VAT included.

## **12. Validity of Bid**

12.1 The bids shall remain valid for ninety (90) days with effect from the date of the opening of bids.

12.2 A new deadline of thirty (30) days shall enter into force with effect from the date of the price negotiation and contract signature between the bidder and the Procuring Entity.

## **13. Form and Signature of the Bid**

13.1 The Bidder shall prepare an original of the documents comprising the bid and clearly mark it "ORIGINAL". In addition, the bidder shall submit copies of the bid and clearly mark them "COPY". In case of any discrepancy between the copies and the original, the original shall prevail.

13.2 The original and all copies of the bid shall be printed, stamped and signed by the bidder or by a person duly authorised to sign on the behalf of the bidder.

13.3 Any interlineation, erasures or overwriting shall be valid only if they are signed or initialled or signing the bid

## **14. Submission, Sealing and Marking of Bids**

14.1 The bids cannot be submitted via APEFE E-mail but, should be handed in physically to the Procuring Entity in an open session on the date and time indicated in the Tender Document.

14.2 Each bidder shall put the original and copies in separate envelopes bearing the word "ORIGINAL" or "COPY" depending on each case. These envelopes shall then be placed in an outer envelope which shall also be sealed and stamped.

14.3 The envelopes containing the original and copies of bids shall be included in one single envelope:

- a) The internal envelopes shall bear the name and the address of the bidder in such a way to enable the Contracting Authority to resend the sealed bid in case it has been delayed and submitted beyond the deadline.
- b) The outer envelopes must:
  - Be anonymous and addressed to the Contracting Authority;
  - Bear the identification of the invitation to tender;
  - Bear the word not to be opened before the date and time set for the opening of envelopes.

14.4 If all the envelopes are not sealed nor marked, as it is requested, the Contracting Authority shall not be responsible for any loss or premature opening of the bids.

14.5 If the outer envelope bears the identity of the bidder, the Contracting Authority has the right to reject such bid.

### **15. Date and time of Bids submission**

15.1 The bids must be received on the date and time as in the Tender Document and the Contracting Authority shall not consider any bid that arrives after the deadline for submission of bids and does not have right to accept nor to receive them.

15.2 The Contracting Authority may, if deemed necessary, extend the date for the submission of bids by amending the Tender Documents, whereby all rights and obligations of the Contracting Authority and of bidders shall be governed by the new deadline.

### **16. Opening of bids**

The Contracting Authority shall proceed to the opening of the bids on **05/10/2020 at 10:30 AM** in the APEFE boardroom, and shall make a report of the bid opening session. The opening session shall be in public.

### **17. Confidentiality**

The information related to the examination, evaluation, comparison and post-qualification of bids and recommendation of the contract award, shall not be disclosed to bidders or any other person officially concerned with process until the publication of the contract award.

### **18. Preliminary Evaluation of Bids**

The Contracting Authority shall examine the bids to confirm that all requested documents and technical documentation have been provided and are complete to determine the completeness of each document submitted.

In case any of these documents or the information is missing, the bid shall be rejected:

- a) The bid submission form;
- b) The price schedule form.

### **19. Evaluation and Comparison of Bids**

19.1 The Contracting Authority shall evaluate each bids if it is substantially compliant with the essential requirements as specified in the tender document.

19.2 The Contracting Authority shall compare all substantially compliant tenders to determine the highest evaluated bid.

### **20. Right of the Contracting Authority to accept or to reject any bids**

20.1 The Contracting Authority reserves the right to accept or reject any bid, and to terminate the tendering process and to reject all bids, at any time before the award of the contract, without thereby incurring any liability towards the bidders.

In a such situation, the Procuring Entity is required, vis-à-vis the bidders, to justify its decision.

## **21. Criteria for the Award of the Contract**

The Contracting Authority shall award the contract to the bidder whose bid has been evaluated as the best according to the evaluation criteria detailed in point 26.2, provided that the bidder is qualified for the implementation of the contract in a satisfactory manner.

## **22. The right of the Contracting Authority to amend the quantities at the time of the award of the contract**

At the time of the award of the contract, the Contracting Authority reserves the right to increase or decrease to 10%, the quantity of the supplies and related services originally specified in the tender document, without any modification of the unit prices or any other conditions of the bid and the tender document.

## **23. Notification for the Award of the Contract**

23.1 Before the expiry of the bid validity period, the Contracting Authority shall notify the successful and unsuccessful bidders of the provisional outcome of the bid evaluation. If need be, unsuccessful bidders have right to lodge their claims within 7 days before the contract is signed with the successful bidder.

23.2 The letter of the award of the contract shall specify in case of need, the corrections to be carried out on the amount of the initial bid of the provisional winner bidder. If the bidder does not accept the corrections thus effected, his/her bid shall be rejected.

23.4 Upon the signature of the contract, the procuring Entity shall finally notify other bidders that their bids were not successful.

## **24. Signature of the Contract**

24.1 As soon as possible after the notification, the Procuring Entity will send the successful Bidder the Contract Form.

24.2 Within seven (7) days upon receipt of the Contract Form, the successful bidder will sign, date and return it to the Procuring Entity.

24.3 In case the tender form is not sent back to the Contracting Authority due to reasons of the force majeure, the bidder shall not be committed by his/her bid if the latter can justify it to the satisfaction of the Contracting Authority.

## **25. Deadline for the execution of the contract**

The execution of all the deliverables and services related to the present Tender Document must be carried out within a maximum deadline of thirty **(60) days**, with effect from the date of the contract signature.

After approval of the equipment, a goods received note will be issued to the supplier.

## **26. Criteria and process of the evaluation of bids**

**26.1** The evaluation of the offers will be done in accordance with the three stages below of which the first two is eliminatory:



- **Step 1:** Conformity to the required administrative documents;
- **Step 2:** Conformity to the required technical specifications;
- **Step 3:** Financial Evaluation.

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

**26.2** Only bids that respond to the first two steps will be analysed in Step 3 based on the criteria and weighting below:

- a) Price: 30%
- b) Quality: 50%
- c) Warranty period: 10%
- d) Delivery period: 10%

NB:

- The warranty period / after-sales service will be of minimum 1 year

#### **A. Administrative documents**

1. Certificate of company registration from RDB clearly mentioning the area of business and showing a minimum of 5 years of registration;
2. A Valid Tax Clearance Certificate issued by Rwanda Revenue Authority;
3. The Social Security Certificate issued by RSSB;
4. For Lot 1: bid Security issued by a **recognized Bank (400,000 RWF)**  
For lot 2: A bid Security issued by a **recognized Bank (1,500,000 RWF)**  
For lot 3: A bid Security issued by a **recognized Bank (260,000 RWF)**
5. Evidence of previous experience to execute similar contracts in nature and value (at least 2 “good completion certificates with their signed contracts”)

#### **b. Technical requirements**

6. Detailed technical description of the items to supply with the catalogue showing all information on the proposed item.

#### **c. Financial document**

7. Price schedule using the form provided in this tender document.

**26.3** The adjustment for correction of arithmetic errors in accordance with the Tender Document.

**26.4** The price adjustment due to discount offered in accordance with the Tender Document.

**26.5** The procuring Entity may consider other factors such as characteristics, performance, duration of the warranty, duration of the after sale services, and terms and conditions of purchase of the goods and related services.

## **SECTION II: TECHNICAL SPECIFICATIONS**

This present tender covers the supply, installation and testing of new and unused IT equipment, the most recent or current models. The supplies and related services shall comply with the following specifications and standards:

No	Item name	Qty	Technical specifications
<b>LOT 1 : Tablets, computers and modems</b>			
1	<b>Tablet with keyboard</b>	11	Display characteristics: minimum 10 inches, minimum 1600 x 2560 pixels Display Type: super AMOLED capacitive touchscreen Processor: Octa-core or equivalent Operating system: minimum Android 9.0 (Pie) Applications: Google Play and Google Apps Memory: minimum 256GB 8GB RAM Network: WiFi 802.11, 3G and 4G, Bluetooth Loudspeakers and microphone Camera: main: 5MP, selfie: 8MP Physical connection: USB 3.1, MicroSDXC, SIM card Accessories: Detachable keyboard, charger, protective cover case
2	<b>Modems</b>	3	4G Download: ≥ 150 Mbps Upload: ≥ 50 Mbps Battery: ≥2400m Ah-Li-ion, 1 SIM CARD USB cable
3	<b>Laptops</b>	3	Display characteristics: minimum 13 inches, Full HD Display Type: IPS Graphics Processing Unit: minimum AMD Radeon Pro WX 2100 or equivalent Processor: Intel® Core™ i7-8565U or equivalent Operating system: Genuine Windows 10 Pro 64bit English – Original key to be supplied separately and installed during delivery Memory: Minimum 16GB (1x 8192MB) RAM - DDR4, min 2666MHz Hard disk: 1 TB Network : WiFi 802.11, Bluetooth Keyboard: qwerty Loudspeakers and microphone Physical connection: minimum 2 USB Type-A 3.0 and 1 USB type C 3.0, HDMI, card reader Accessories: charger, bag Software: Genuine Microsoft Office 2019 – Original key to be supplied separately and installed during delivery
4	<b>Laptops</b>	3	Operating system: Microsoft Windows 10, 64 bits, English – Original key to be supplied separately and installed during delivery RAM: minimum 8 GB Processor: Core i7 or equivalent

			<p>Hard disk: minimum 1TB or SSD (solid State Drive) 512GB</p> <p>Monitor resolution: Full HD</p> <p>Screen size: minimum 15 inches</p> <p>Keyboard : Qwerty with Numeric Pad</p> <p>Graphics card:</p> <p>nVidia GeForce GTX 1050 or equivalent; nVidia GeForce GTX 1660 or Quadro T1000 or equivalent</p> <p>Voltage: 220v/50Hz</p> <p>Software: Genuine Microsoft Office 2019 – Original key to be supplied separately and installed during delivery</p>
5	<b>Laptops</b>	3	<p>Operating system: Microsoft Windows 10, 64 bits, English – Original key to be supplied separately and installed during delivery</p> <p>RAM: minimum 16 GB</p> <p>Processor: Core i7 or equivalent</p> <p>Hard disk: minimum 1TB or SSD (solid State Drive) 512GB</p> <p>Monitor resolution: Full HD</p> <p>Screen size: minimum 15 inches</p> <p>Keyboard : Qwerty with Numeric Pad</p> <p>Graphics card:</p> <p>nVidia GeForce GTX 1050 or equivalent; nVidia GeForce GTX 1660 or Quadro T1000 or equivalent</p> <p>Voltage: 220v/50Hz</p> <p>USB port: 2.0 &amp; 3.0</p> <p>Software: Genuine Microsoft Office 2019 – Original key to be supplied separately and installed during delivery</p>
6	<b>Desktop</b>	1	<p>Operating system : Microsoft Windows 10 Pro, 64bit, English – Original key to be supplied separately and installed during delivery</p> <p>RAM : minimum 16 GB</p> <p>Processor : Core i7 or equivalent</p> <p>Hard disk: minimum 500 GB</p> <p>Monitor resolution : Full HD</p> <p>Screen size : minimum 23 inches</p> <p>Keyboard :QWERTY with numeric Pad</p> <p>USB port: minimum 2 USB Type-A 3.0 and 1 USB type C 3.0, HDMI, card reader</p> <p>Software: Genuine Microsoft Office 2019 – Original key to be supplied separately and installed during delivery</p>
<b>LOT 2: Servers and accessories</b>			
1	<b>Server Dedicated to Datacenter management</b>	1	<p>Size: 1U</p> <p>Chassis : 5" with up to 8 Hot Plug Hard Drives</p> <p>Processor : Intel® Xeon® E-2224 3.4GHz, 8M cache, 4C/4T or equivalent from AMD</p> <p>Ram: minimum 32 GB 2666MT/s DDR4 ECC UDIMM</p> <p>Capacity: 4*1TB 7.2K RPM SATA 6Gbps 512n 2.5in Hot-plug Hard Drive</p> <p>Network card: Dual Port 1Gb LOM</p> <p>Operating System: Ubuntu</p>

2	<b>Compute nodes for the hypervisor</b>	2	<p>Processor: 2 AMD 7702 2GHz,64C/128T,256M,200W,3200  Chassis: 2.5  1 SAS/SATA/NVMe Capable Backplane  Power supply: Dual, Hot-plug Fault Tolerant Power Supply , 2400W,  Ram : Minimum per node 16*32GB RDIMM, 3200MT/s, Dual Rank  Storage: Minimum 4* 960GB SSD SATA Read Intensive 6Gbps 512 2.5in  Hot-plug AG Drive, 1 DWPD, 1752 TBW  UP TO 5*2.5in HDD Blank PER COMPUTER NODE</p> <p>Both compute nodes to be supplied with one enclosure that can contain 4 nodes</p>
3	<b>Storage server</b>	1	<p>Drives: minimum 3Ux30 Drive Storage Array  Number of hard drives : 30 of a capacity of minimum 2.4TB, SAS, 12Gb, 10K, 2.5" HDD  1 Redundant Power Supply of minimum 1485W, including PDU Style power cord of 10 AMP, length about 2 Feet (.6m)  SAS cable : 2 * 12Gb HD-Mini to HD-Mini, length: minimum 0.5m  Ports : 2 IO of 12G SAS, 4 port, PCI-E, Full height  1 Rack rail of 2Us</p>
4	<b>Gateway device and firewall</b>	1	<p>Speed: Firewall: from 14 GBPS to 17 GBPS, NGFW: Minimum 2.9 GBPS, VPN: Minimum 1.45 GBPS, AV (PROXY): Minimum 2.3 GBPS  Hardware configuration: Minimum 16 GB RAM, 256 SATA HDD, 1U size, minimum 6 Network ports  Operating system: Remote management, Web-based interface and open source acceptable</p>
5	<b>Switch for local network</b>	1	<p>Enclosure Type: 1 U  Ports: 24 * 10/100/1000 Ethernet ports  Stack bandwidth: Minimum 480 Gpbs  Switching Capacity: Minimum 92 Gpbs  RAM: Minimum 4 GB  Flash Memory: Minimum 2 GB  With remote management and web-based interface</p>
<b>LOT 3 : Interactive board and videoconferencing system</b>			
1	<b>Interactive board</b>	1	<p>Screen capacity : multitouch  Screen size : minimum 90 inch  Brightness: minimum 3600 lumens  Aspect ratio: 16:10  Resolution : minimum 1280*800  Ultra short throw projector: minimum 24 cm  Built-in stereo speakers: minimum 8 WRMS  Ports : HDMI, VGA  2 accessories pen (Styler)  Stand with locking wheels  To be supplied with the interactive management software</p>
2	<b>Video conferencing system</b>	1	<p><b>Camera</b>  Zoom : minimum 5x HD  Resolution of video : Full HD, 1920 x 1080</p>

		<p>Motorized pan (minimum 25°) and tilt (minimum 15°)  Field of view: Diagonal: minimum 110°, Horizontal: minimum 100°,  Vertical: minimum 80°  Total Room Coverage (field of view + pan and tilt): 163° wide x 110° tall  Minimum 3 camera position presets  RightSight auto-framing</p> <p><b>Microphone</b>  Integrated microphone with minimum 3 beamforming elements  Pickup Range: minimum 4 meters  Sensitivity: minimum 20dB  Microphone frequency response: 90Hz - 16kHz for full voice  Acoustic echo cancellation)  Voice activity detector)  Microphone background noise suppression  Microphone data rate: 32 kHz sampling rate</p> <p><b>Speaker</b>  Volume : minimum 80 dB SPL at 1/2 meter peak  Speaker sensitivity : minimum 80 dB SPL at 1/2 meter  Distortion: 200 Hz -300Hz &lt; 3%, 3000 Hz -10KHz &lt; 1%</p> <p>Network : Bluetooth  RF remote control  to be supplied with table/wall mount</p>
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## **SECTION III: GENERAL ADMINISTRATIVE CLAUSES (GAC)**

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### **1. Fraud and Corruption**

If the Contracting Authority realises that the supplier has been involved in corruption practices, fraudulent activities, collusion, coercive or obstruction practices during the tendering process or the execution of the contract, the Contracting Authority may, 7 days following a notice to the supplier, terminate his/her contract.

### **2. Notification**

2.1 Any notice letter sent to either party by the other under the contract, must be addressed in writing to the address specified in the letter of invitation to tender.

2.2 A notification takes effect on the date it is delivered or on its effective date.

### **3. Applicable law**

The Contract shall be governed and interpreted in conformity to the APEFE Regulations.

### **4. Settlement of Disputes**

4.1 The Procuring Entity and the bidder will make every effort to settle amicably, through direct and informal negotiations, any disagreements or disputes between them or in relation to the present contract.

4.2 If, beyond fifteen (15) days, the two parties fail to resolve the disagreement through mutual consultations, the Contracting Authority or the Supplier, may notify the other his/her intention to resort to the arbitration procedure. Any dispute or disagreement for which a notification to initiate the arbitration procedure has been served shall finally be resolved by arbitration. The arbitration procedure may start before or after the delivery of the Supplies related to the contract.

### **5. Objective of the Contract**

The supplies and related services shall be those that are indicated in Section II/Technical Specifications and standards and the forms specifying quantities, prices and the deadline for the goods delivery as indicated in Section IV.

### **6. Delivery, Documents and Liability of the Supplier**

The delivery of the supplies and the completion of related services shall be carried out in conformity to the delivery schedule and price calendar as indicated in the bill of quantities templates specifying quantities, prices and delivery schedules.

### **7. Prices of the Contract**

7.1 The prices quoted by the supplier for the delivered supplies and for related services under the framework of the present contract shall not be different from the prices indicated by the supplier in his/her bid, with exception to the discount prices resulting from the negotiations after provisional award of the contract.

7.2 The prices of the bids shall include all the elements necessary for execution of the contract, without any exception or reservation, in conformity to the technical specifications and the administrative clauses of the present specific conditions. All the costs of the patents, licences or the software related to the utilisation of the equipment shall be considered to be included in the amount of the bid by the bidder.

7.3 All the necessary specified accessories of the equipment shall be an integral part of the contract in such a manner as to execute the contract in its entirety without any exception or reservation.

**8. Payment Modalities**

8.1 The supplier shall present his/her request for payment in writing to the Contracting Authority, accompanied by a single invoice in three (3) copies describing in an appropriate manner, the supplies delivered and related rendered services.

8.2 The invoice shall be established in the name of: **APEFE RW101/102-008**, Kigali, Rwanda.

The sums due to the successful tenderer will be paid by check by the contracting authority. The invoice will be accompanied by the list of services and / or the purchase order and must carry the following mentions:

- Date of issuance,
- Number of the invoice,
- Title of the tender,
- N° of the tender,
- Identification of the items

Certified sincere and true to the sum of.....

8.3 The payments owed to the supplier shall be made by the Contracting Authority within seven (7) days with effect from the reception of the supplies upon presentation of the invoice or the request for payment by the supplier, and after its acceptation by the Contracting Authority.

8.4 The payments related to the present contract shall be made to the supplier in Rwandan Francs (RWF), in conformity to the currency in which the prices were quoted.

8.5 In the event that the Procuring Entity does not make a payment due on its due date, the Procuring Entity will be obligated to pay penalties per calendar day of 1/1 000 of the amount of the contract until full payment of the price, whether before or following a judgment or arbitration sentence.

**9. Levies, taxes and duties**

The supplier shall entirely be responsible for all levies, duties, patents and taxes payables within and without Rwanda.

**10. Sub-contracting**

The present tender shall not be subcontracted.

## **11. Packaging**

The Supplier shall package all the supplies in the required manner so that they do not incur any damage or deterioration during their transport to their final destination.

## **12. Transport**

The responsibility on the transport of the supplies shall be made by the supplier up to their final destination which shall be the office of APEFE, in Kigali (Rwanda).

## **13. Reception and control of the supplies, inspections, and tests**

**13.1** The items must be new, in an excellent state and in working conditions. Before or at the time of their reception, the Procuring Entity shall carry out quality control in form of inspection and tests.

**13.2** The modalities for carrying out these inspections and tests shall be mutually agreed upon between the Procuring Entity and the supplier.

**13.3** The inspections and tests may be carried out in the premises of the supplier at the delivery point and/or instead of the final destination of the supplies.

**13.4** The supplier agrees that carrying out the inspection/test on the supplies, or the presence of the Contracting Authority representative does not discharge the supplier's obligation to fulfil his/her obligations including warranty among others as specified in the Tender Document.

## **14. Late Delivery Penalties**

**14.1** Except in case of a force majeure duly proved, the late delivery penalties per calendar day shall be 1/1 000 of the amount of the contract, until the delivery of the supplies or effective implementation of the services stipulated in the contract.

**14.2** The Contracting Authority may also terminate the Contract.

## **15. Guarantee**

**15.1** The supplier guarantees that the supplies are new and have never been used, that they are the latest or most current model, and that they include all the latest improvements in design, safety and materials.

**15.2** The supplier shall in addition guarantee that the supplies shall be exempted from any defaults in the production of materials, which may be used in Rwanda.

**15.3** The guarantee shall remain valid during the entire duration indicated in the bid of the supplier, following the delivery of all the supplies.

**15.4** The Contracting Authority shall notify any claim to the supplier, within stipulated deadlines following the realisation of defaults, and by providing the proof of evidence available. The Contracting Authority shall offer the Supplier the possibility of reasonable time to inspect the said defaults.

**15.5** Upon receipt of such a claim, the supplier will promptly repair or replace, within ten (10) days, the defective supplies or parts at no cost to the Procuring Entity.



If the supplier, after being notified, does not remedy the defect within the time limits prescribed above, the Procuring Entity may undertake, within a reasonable period of time, at the risk and expense of the supplier, any recourse action necessary, without prejudice to other remedies available to the Procuring Entity to the supplier under the contract.

## **16. Limit of the Liability**

Except in case of serious negligence or intentional fault:

a) None of the two parties shall be liable towards the other for any loss or any indirect or successive damage, loss of usage, loss of production or loss of any other shortfalls, or financial costs, given that the present exception does not apply to any of the obligations of the supplier to pay penalties to the Contracting Authority;

b) The general obligation that the supplier may have towards the Contracting Authority in the framework of the present contract or in the framework of civil liability, shall not exceed the amount of the contract, given that this limitation of the liability shall not apply to the repair or replacement of faulty materials or to the obligation of the Supplier to compensate the Contracting Authority in case of violation of the patent.

## **17. Force majeure**

17.1 The supplier shall not be subject to penalties or termination of the contract for non-performance if and to the extent that its delay or failure to perform its obligations under the Contract is due to a case of a force majeure.

17.2 For the purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier that is not attributable to its fault or negligence and is unforeseeable and unavoidable. Such events may include, but are not limited to, the Procurement Entity's acts of state sovereignty wars and revolutions, fires, floods, epidemics, quarantine and quarantine measures, and embargo on freight.

17.3 In case of a force majeure, the supplier shall promptly notify the Contracting Authority of the existence of such events and his/her motives. Subject to contrary instructions, in writing, the Contracting Authority, the supplier shall continue to be bound by their contractual obligations as far as possible, and shall endeavour to continue to fulfil his/her obligations for which the execution shall not have been hindered by the case of a force majeure.

## **18. Order for the Amendment of and Additional clauses to the Contract**

18.1 The Contracting Authority may at any moment ask the supplier, through a notification letter, to effect amendments on the place of delivery.

18.2 The place of delivery shall always be within Kigali City. For that matter, the modification shall no lead to any augmentation or reduction of the cost or the time necessary for the supplier to execute the entire contract.

18.3 The prices quoted by the supplier in exchange of the delivery of all related services that may be necessary but which do not appear in the contract shall be agreed upon in advance by the two contracting parties and shall not exceed the amount of the contract quoted by the supplier.

18.4 Considering the above provisions, any variation or modification will be made under the terms of the contract in a written amendment signed by both parties.

## **19. Prorogation of the Deadlines**

19.1 If at any time during the execution of the contract, the supplier encounters any situation that may hinder him/her from delivering the related services within the stipulated deadline, the supplier shall immediately notify the Contracting Authority of the delayed delivery and this shall be done in writing stating the delivery schedule.

19.2 As soon as possible following the reception of the notification of the supplier, the Contracting Authority shall evaluate the situation and may, at his/her discretion, agree or extend the schedule given and the prorogation may be ratified by means of an additional clause to the contract.

19.3 With the exception of the case of a force majeure stipulated in Clause 17 of the General and Administrative Conditions of the Contract, delay on the part of the supplier in the execution of his/her obligations shall expose him/her to the application of one or several penalties provided for in the Clause 26 of the GACC, unless if the prorogation of the deadline have been granted to him/her in virtue of the Clause 4 of the GACC.

## **20. Termination of the Contract**

### **20.1 Termination of the contract for non-execution**

a) The Contracting Authority may, without prejudice to other measures available to him/her in case of the breach of the contract, notify in writing the Supplier the termination of the contract for non-execution of the entirety or part of the contract.

i) If the supplier fails to deliver part or all the supplies within the specified schedule in the contract or within the time extended by the Contracting Authority in accordance with the provisions of the Clause 19 of the GAC;

ii) If the supplier fails to fulfil any other obligation in accordance with the Contract.

iii) If the Supplier has been involved in acts of corruption, fraudulent manoeuvres, collusive or coercive, practices, during the stage of his/her selection or during the execution of the contract.

b) In case the Contracting Authority terminates the entire or part of the contract, he/she may acquire, on conditions in a manner that appears convenient to him/her, the supplies or related services that are similar to those not received or not executed and the supplier shall be responsible towards the Contracting Authority for any supplementary cost that may result from this transaction.

### **20.2 Termination of Contract due to bankruptcy**

The Contracting Authority may at any time terminate the contract by a written notification addressed to the Supplier if the latter is declared bankrupt or becomes insolvent.

In this case, the termination of the contract shall be carried out without any compensation to the supplier, with the understanding however that this termination of the contract shall neither

prejudice nor affect any of the rights or measures that the Contracting Authority holds or shall subsequently hold.

## **21. Cession**

Unless otherwise agreed in writing by the other party, neither the Procuring Entity nor the Supplier will assign, in whole or in part, its contractual obligations to any third party under the Contract.

**SECTION IV**

**SUBMISSION AND CONTRACT FORMS**

1. Form on the information on the Bidder
2. Letter of the submission of the bid
3. Bill of Quantities, Prices and schedule for delivery
4. Agreement of the contract

## BIDDER INFORMATION FORM

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[The Bidder shall fill in the following table in conformity to the instructions in brackets. the table cannot be modified. No substitution shall be accepted.]

Date: [insert the date (day, month year) of the submission of the bid]

Tender N°: [insert the number of the tender]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>1. Name of the bidder:</b> [insert legal name of the Bidder ]
<b>2. In case of a joint venture, names of all members:</b> [insert the legal name of each member of the joint venture]
<b>3. Current or projected country of the registration of the Bidder:</b> [insert the current or expected country of registration]
<b>4. Year of registration :</b> [insert the year of registration]
<b>5. official address of the Bidder in the country of registration:</b> [insert the legal address in the Bidder in the country of registration]
<b>6. Information on the representative duly competent to represent the Bidder:</b> <b>Name:</b> [insert the name of the representative of the Bidder] <b>Address:</b> [insert the address of the representative of the Bidder] <b>Telephone/Fax numbers:</b> [insert the telephone/facsimile number of the representative of the Bidder] <b>E-mail address:</b> [insert the electronic address of the representative of the Bidder ]

## BID SUBMISSION FORM

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*[The Bidder fills the letter below in conformity to the instructions in brackets. The format of the letter must not be changed. No substitution shall be allowed.]*

**Date:** *[insert the date (day, month, year) of the submission of the bid]*

**Tender N°.** : *[insert the tender number of the Bids]*

**To:** *[insert the full name of the Contracting Authority]*

We, the undersigned certify that:

a) We have examined the tender documents, and we do not have any reservation on them, including the amendment/ les amendments no.: *[insert the numbers and date of the emission of each of the amendments]*; and we do not have any reservation on their regard.

b) We undertake to supply in conformity to the specifications in the tender document and to the delivery calendar specified in the bill of quantities, delivery calendar and technical specifications the following supplies: *[insert a brief description of the Supplies and connected Services]*;

c) The total prices of our bid, except for the discounts offered in Paragraph (d) below shall be: *[insert the total prices of the bid in letters and in figures, indicating the currencies and the amounts corresponding to these currencies]*;

d) The discounts offered and the modalities for the application of the said discounts are the following:

Discounts: If our bid is accepted, the following discounts shall be offered: *[indicate in details the discounts offered, in case of need, the article(s) of the (or the quotation (s) of prices to which it/they apply]*;

e) Our bid shall remain valid during the period required in the Instructions to Bidders with effect from the last date set for the submission of bids; we shall remain committed by this bid and it may be accepted at any time before the expiration of this period;

f) If our bid is accepted, we undertake to fully and duly execute the present contract in conformity to the Specific Conditions of the Contract.

g) Our company as well as all the subcontractors or suppliers involved in the execution of any part whatsoever of the contract; fulfil the conditions of eligibility and origin vis-à-vis RPPA;

h) We have not found any situation of conflicts interest;

i) The fees or commissions mentioned below have been paid in relation to the bidding procedure or the execution/signature of the contract : *[indicate the full name of each beneficiary, his/her full address, the reason of each of the fees or commissions, the amount, the currency, in case of need]*.

Name of the Beneficiary	Address
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Reason	Amount
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(If no sum has been paid or if it should not be paid, mention "nil").

j) It is understood that the present bid, and your written acceptance of the said bid appearing in the notification of the award of the contract that we shall address to you shall act in lieu of the contract between us, until a formal contract is established and executed.

k) We understand that you are not obliged to accept the lowest evaluated bid or any of the offers you may receive.

Name *[insert the of the full name of the person signatory to the bid]*

In my capacity as *[indicate the capacity of the signatory]*

Signature *[insert the signature]*

Duly authorized to sign the bid for and on behalf of *[insert the full name of the Bidder]*

On the date of \_\_\_\_\_ day *[Insert the date of the signature]*

## BILL OF QUANTITIES, PRICES AND DELIVERY SCHEDULE

[The Bidder must complete this bill of quantities, price, and delivery schedule forms in accordance with the instructions below. The list of items in column 1 should be identical to the list of related supplies and services provided by the Procuring Entity as in the Tender Document.]

Invitation to Tender No: [insert Tender Notice No.]

ITEMS No	DESCRIPTION	UNIT	QUANTIT Y	UNIT RATE	TOTAL AMOUNT
<b>LOT number: description</b>					
1					
2					
3					
	<b>GENERAL TOTAL</b>				
	<b>SUMMATION (VAT excluded)</b>				
	<b>VAT (18%)</b>				
	<b>SUMMATION (VAT included)</b>				
<b>LOT number: description</b>					
1					
2					
3					
	<b>GENERAL TOTAL</b>				
	<b>SUMMATION (VAT excluded)</b>				
	<b>VAT (18%)</b>				
	<b>SUMMATION (VAT included)</b>				
<b>LOT number : description</b>					
1					
2					
3					
	<b>GENERAL TOTAL</b>				
	<b>SUMMATION (VAT excluded)</b>				
	<b>VAT (18%)</b>				
	<b>SUMMATION (VAT included)</b>				

NB: Maximum Delivery period for Goods and Completion of the Related Services including installation of equipment should be 60 days

The Supplier should warrant that all the Goods are new, unused, free from defects and of the most recent or current models.

Total cost will cover delivery and installation of equipment.



## **BID AGREEMENT (ACCORD DE MARCHÉ)**

*[The successful bidder fills in this Bid Agreement as indicated in italics].*

UNDER THIS BID AGREEMENT, entered into [date] \_\_\_\_\_ day of [month] \_\_\_\_\_ of [year] \_\_\_\_\_  
BETWEEN

(1) [insert the full legal name of the Procuring Entity] \_\_\_\_\_ of [insert the full address of the Procuring Entity] \_\_\_\_\_ hereinafter referred to as the "Procuring Entity") on the one hand, and

(2) [Insert the full legal name of the Supplier] \_\_\_\_\_ of [insert Supplier's full address] \_\_\_\_\_ (hereinafter referred to as "Supplier"), on the other hand:

WHEREAS the Procurement Entity has issued a call for tender for certain supplies and related services, namely [insert a brief description of the Supplies and Related Services] \_\_\_\_\_ and has accepted an offer from the supplier for the delivery of such supplies and the provision of such related services, for an amount equal to [insert the tender price expressed in the Rwandan Franc Currency of the tender] \_\_\_\_\_ (hereinafter referred to as the "Contract Price").

### **IT HAS BEEN STATED AND AGREED AS FOLLOWS:**

1. In this bid, words and expressions have the same meaning as given to them respectively in the clauses of the bid to which reference is made.

2. The following documents are deemed to form an integral part of the Bid Agreement read and interpreted as follows:

- a) This Bid Agreement
- b) The Award Notification of the Contract sent to the Supplier by the Procuring Entity;
- c) The Offer, Bill of quantities and the Price Schedules submitted by the Supplier;
- d) The Book of General Administrative Clauses;
- e) The Technical Specifications;
- f) Add here any additional document.

3. This Agreement shall prevail over any other component of the Contract. In the event of a difference between the component parts of this bid agreement, the above documents will prevail following the above list order.

4. In return for payment by the procuring entity to the supplier, as stipulated in this binding agreement, the supplier agrees with the procuring entity to deliver the supplies and correct any defects on the delivered supplies as in accordance with the bid. Substandard and poor quality goods are not accepted nor received.

5. The Procuring Entity hereby agrees to pay the supplier, in consideration for the Supplies and Related Services, and adjustments to their defects and deficiencies, the bid price or any other amount due under the Contract as stipulated in the bidding the Contract.

IN WITNESS WHEREOF the parties hereto have signed this contract in accordance with the laws of the Republic of Rwanda, on the day and the year mentioned below.

Signed by [*insert name and title of authorized person to sign*] \_\_\_\_\_ (for Procuring Entity)

Signed by [*insert the name and the title of the person authorized to sign*] \_\_\_\_\_ (for the Supplier).