



**THE REPUBLIC OF RWANDA**



**Bidding Document**

**Title of the Tender: ACQUISITION OF OFFICE STATIONERIES**

**Tender Reference Number: 11.07.053/1902/G/NCB/22-23/PROC-DSS-ALSM-CEO/UG/jk**

**Procurement Method: NATIONAL COMPETITIVE BIDDING(NCB)**

**Date of Issue: SEPTEMBER, 2022**

# **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.



## Table of Contents

<b>PREFACE.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>SUMMARY .....</b>	<b>II</b>
<b>PART 1 – BIDDING PROCEDURES .....</b>	<b>7</b>
<b>TENDER NOTICE (TN) / INVITATION FOR BIDS (IFB) .....</b>	<b>7</b>
<b>Section I. Instructions to bidders, Bid Data Sheet (BDS).....</b>	<b>29</b>
<b>A. General .....</b>	<b>29</b>
<b>B. Contents of Bidding Documents.....</b>	<b>29</b>
<b>C. Preparation of Bids .....</b>	<b>29</b>
<b>D. Submission and Opening of Bids.....</b>	<b>31</b>
<b>E. Evaluation and Comparison of Bids.....</b>	<b>32</b>
<b>F. Award of Contract.....</b>	<b>33</b>
<b>Section II. Bid Data Sheet (BDS).....</b>	<b>29</b>
<b>Section III. Evaluation and Qualification Criteria.....</b>	<b>33</b>
<b>1. Domestic Preference (ITB 33) .....</b>	<b>34</b>
<b>1. Domestic Preference (ITB 33) .....</b>	<b>34</b>
<b>2. Evaluation Criteria (ITB 34.3 (d)) .....</b>	<b>34</b>
<b>3. Multiple Contracts (ITB 34.6).....</b>	<b>36</b>
<b>4. Postqualification Requirements (ITB 36.2).....</b>	<b>37</b>
<b>Section IV. Bidding Forms .....</b>	<b>38</b>
<b>Bidder Information Form.....</b>	<b>39</b>
<b>Joint Venture (JV) Partner Information Form .....</b>	<b>41</b>
<b>Bid Submission Form.....</b>	<b>42</b>
<b>Price Schedule Forms .....</b>	<b>44</b>

<b>Price Schedule: Goods Manufactured Outside Rwanda, to be imported</b> .....	<b>45</b>
<b>Price Schedule: Goods Manufactured Outside Rwanda, already imported</b> .....	<b>46</b>
<b>Price Schedule: Goods Manufactured in Rwanda</b> .....	<b>47</b>
<b>Price and Completion Schedule - Related Services</b> .....	<b>48</b>
<b>Bid Security (Bank Guarantee)</b> .....	<b>49</b>
<b>Manufacturer's Authorization</b> .....	<b>50</b>
<b>PART 2 - SUPPLYING REQUIREMENTS</b> .....	<b>51</b>
<b>Section V. Supply Requirements</b> .....	Error! Bookmark not defined.
<b>Notes for Preparing the Schedule of Requirements</b> .....	Error! Bookmark not defined.
<b>1. List of Goods and Delivery Schedule</b> .....	Error! Bookmark not defined.
<b>2. List of Related Services and Completion Schedule</b> .....	Error! Bookmark not defined.
<b>3. Technical Specifications</b> .....	Error! Bookmark not defined.
<b>4. Drawings</b> .....	Error! Bookmark not defined.
<b>5. Inspections and Tests</b> .....	Error! Bookmark not defined.
<b>PART 3 - CONTRACT</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>Section VI. General Conditions of Contract</b> .....	Error! Bookmark not defined.
<b>Section VII. Special Conditions of Contract</b> .....	Error! Bookmark not defined.
<b>Section VIII. Contract Forms</b> .....	Error! Bookmark not defined.

## **PART 1 - Bidding Procedures**

**TENDER NOTICE (TN) / INVITATION FOR BIDS (IFB)**

**TENDER FOR ACQUISITION OF OFFICE STATIONERIES**

Tender reference: **11.07.053/** <sup>1907</sup> **/G/NCB/22-23/PROC-DSS-ALSM-CEO/UG/jk**

WASAC hereby invites national and international eligible bidders for the procurement of **FRAME WORK CONTRACT FOR ACQUISITION OF OFFICE STATIONERIES** Participation is open to all persons and companies specialised in the field.

The tender document can be obtained from 28/09/2022, at the Office of the procurement staff at WASAC Headquarters, 4<sup>th</sup> Floor, Room No. 472, KN4 Av. 8, Centenary House, Nyarugenge District, Kigali City, P.O. Box.2331 Kigali. Tel. + (250) 7888181427, E-mail: [wasac@wasac.rw](mailto:wasac@wasac.rw) or [procurement@wasac.rw](mailto:procurement@wasac.rw), Website: [www.wasac.rw](http://www.wasac.rw) , P.O Box 2331 Kigali-Rwanda upon presentation of proof of payment for the tender document of a non- refundable amount of Ten Thousand Rwandan Francs (10.000 Rwf).

This payment can be done at WASAC bank account n° **100009564367** opened at the Bank of Kigali (BK). The bidders interested to compete can get additional information at WASAC Head Office at the above address.

The offers well typed, appropriately bound and presented in four copies being one original and three copies, must be accompanied by a Bid Security on submission of One Million Six Hundred Fifty-Two Thousand Rwandan Francs (**1,652,000Rwf**) must reach the Office of the procurement unit at WASAC Headquarters, 4<sup>th</sup> Floor, Room No. 472, KN4 Av. 8, Centenary House, Nyarugenge District, Kigali City, P.O. Box.2331 Kigali. Tel. + (+250) 7888181427/, E-mail: [wasac@wasac.rw](mailto:wasac@wasac.rw) Website: [www.wasac.rw](http://www.wasac.rw) , P.O Box 2331 Kigali-Rwanda in sealed envelopes on or before 1.10/2022 at 9:30 a.m local time.

The opening of bids will take place on the same day at 10:30 a.m. local time, in the conference room at WASAC Headquarters in public session.

Sincerely,

  
**Gisele UMUHUMUZA**  
Acting Chief Executive Officer





## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues this Bidding Document 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 this Bidding Document:
- (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.<sup>1</sup> 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"<sup>2</sup> 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"<sup>3</sup> 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"<sup>4</sup> means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant
- (iv) "coercive practice"<sup>5</sup> 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
- (v) "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a RPPA 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 RPPA'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;

<sup>1</sup> 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.

<sup>2</sup> "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.

<sup>3</sup> 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.

<sup>4</sup> "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> a "party" refers to a participant in the procurement process or contract execution.



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 RPPA 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 RPPA.

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 RPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified in the **BDS**.
- 4.6 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" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

### **6 Sections of Bidding Documents**

- 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 document<sup>6</sup> 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.

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



- 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 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.

#### **a. Documents Comprising the Bid**

b. The Bid shall comprise the following:

- a. **New Price schedule;**
- b. **Trading License issued by RDB;**
- c. **VAT Registration certificate issued by RRA;**
- d. **Original copy of the Social Security certificate issued by RSSB;**
- e. **Original copy of the tax clearance certificate issued by RRA;**
- f. **Bid security worth 1,652,000Rwf;**
- 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. **At least two (2) references accompanied by completion certificates and their contracts of where the supplier has supplied office stationeries.**
- j) **VAT clearance certificate from RRA still valid**

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



in the BDS

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

## 12 Bid Submission Form and Price Schedules

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

## 13 Alternative Bids

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

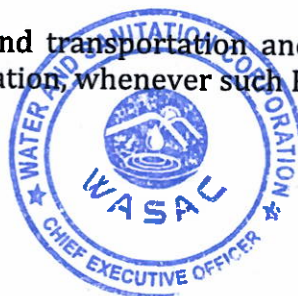
## 14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:
- (a) For Goods manufactured in Rwanda:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture



or assembly of the Goods;

- (ii) any Rwandan sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside Rwanda, to be imported:
- (i) the price of the Goods quoted CIP named place of destination, in Rwanda, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside Rwanda, already imported:
- [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*
- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods obtained as the difference between (i) and (ii) above;
  - (iv) any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified





in the Schedule of Requirements:

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

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

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

## 15 Currencies of Bid

15.1 The Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **BDS**.

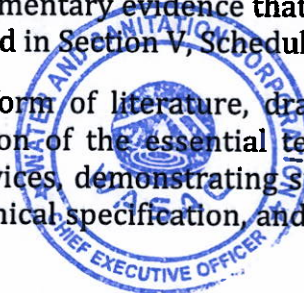
15.2 The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the Rwanda Francs.

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**

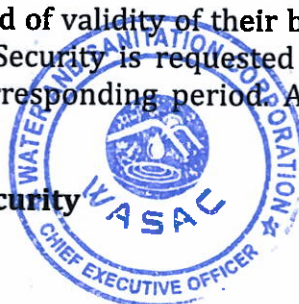
The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

- (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.

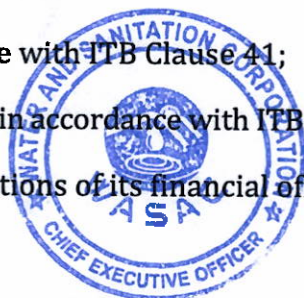
### **18 Bids Validity Period**

- 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 an other 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 hi/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, **ask the RPPA to 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 The Procuring Entity shall conduct the bid opening in public at the address, date and time



specified in the BDS.

- 24.2 Only envelopes that are opened and read out at Bid opening shall be considered further.
- 24.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.
- 24.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

## **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**

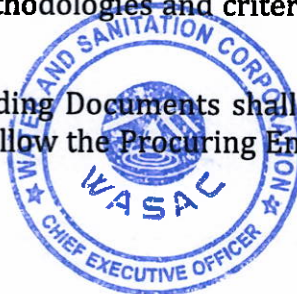




Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

### 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.



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**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.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>WASAC Ltd</i>
ITB 1.1	The name and identification number of the tender are: <b>ACQUISITION OF OFFICE STATIONERIES</b> Tender reference: 11.07.053/...../G/NCB/22-23/PROC-DSS-ALSM-CEO/UG/jk The number, identification and names of the lots comprising this tender are: <i>one (1)</i>
ITB 2.	The Source of funds: <i>WASAC Ltd</i>
ITB 2.	The name of the Project is: <b>ACQUISITION OF OFFICE STATIONERIES</b>
ITB 4.3	<i>The list of firms debarred from participating in this project is available at: <a href="http://www.rppa.gov.rw">www.rppa.gov.rw</a></i>
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	For <b>Clarification of bid purposes</b> only, the Procuring Entity's address is <b>WASAC Headquarters, 4<sup>th</sup> Floor, Room No. 472, KN4 Av. 8, Centenary House, Nyarugenge District, Kigali City, P.O. Box.2331 Kigali. Tel. + (250) 7888181427. E-mail: <a href="mailto:wasac@wasac.rw">wasac@wasac.rw</a> with a copy to <a href="mailto:procurement@wasac.rw">procurement@wasac.rw</a> Website: <a href="http://www.wasac.rw">www.wasac.rw</a>, P.O Box 2331 Kigali-Rwanda</b>
	<b>C. Preparation of Bids</b>
ITB 10	The language of the bid is: <b>English.</b> <i>Bidders are permitted, at their choice, to submit their bids in one of the two languages above indicated. Bidders shall not submit bids in more than one language. The Contract to be signed with the winning Bidder shall be written in the language in which the Bid was submitted, which will be the language that shall govern the contractual relations between the Procuring Entity and the winning Bidder. A Bidder shall not sign a</i>



	<i>translated version of its Contract”].</i>
<b>ITB 11.1</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>a. <b>New Price schedule;</b></li> <li>b. <b>Trading License issued by RDB;</b></li> <li>c. <b>VAT Registration certificate issued by RRA;</b></li> <li>d. <b>Original copy of the Social Security certificate issued by RSSB;</b></li> <li>e. <b>Original copy of the tax clearance certificate issued by RRA;</b></li> <li>f. <b>Bid security worth 1,652,000Rwf;</b></li> <li>g. <b>Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided;</b></li> <li>h. <b>Proof of purchase of tender document;</b></li> <li>i. <b>At least two (2) references accompanied by completion certificates and their contracts of where the supplier has supplied office stationeries</b></li> <li>j. <b>VAT clearance certificate issued by RRA still valid</b></li> </ul> <p><b>Note:</b> The contract will be a framework contract for one-year renewable twice upon satisfactory performance.</p>
<b>ITB 12</b>	<b>Delivery period:</b> Thirty (30) Calendar days after reception of every purchase order.
<b>ITB 13</b>	<p>Alternative Bids <b>shall not be considered.</b></p> <p>[If alternatives shall be considered, insert:</p> <p>“A bidder may submit an alternative bid only with a bid for the base case. The Procuring Entity shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.”</p> <p><b>or</b></p> <p>“A bidder may submit an alternative bid with or without a bid for the base case. The Procuring Entity shall consider bids offered for alternatives as specified in the Technical Specifications of Section VI, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34.”]</p>
<b>ITB 14.5</b>	The INCOTERMS edition is: <b>2020</b>
<b>ITB 14.6 (b) (i) and (c) (iii)</b>	Place of Destination: <b>DDP WASAC Stores located in Kigali City</b>



ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	"Final destination (Project Site)": <b>DDP WASAC Stores located in Kigali City</b>
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside Rwanda shall be quoted: <b>DDP WASAC Stores located in Kigali City</b>
ITB 14.7	The prices quoted by the Bidder <b>shall not</b> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 14.8	<b>Prices quoted for the lot shall correspond at least to 100 % of the items specified for the lot.</b>
ITB 15.1	The Bidder <i>is</i> required to quote in <b>Rwanda Francs</b> the portion of the bid price that corresponds to expenditures incurred in that currency and the contract shall also be signed in Rwandan Francs only.
ITB 15.3	The authority to establish the exchange rate shall be the " <b>National Bank of Rwanda</b> "
ITB 16.3	Period of time within which Goods are expected to be functioning (for the purpose of spare parts): <b>30 Days</b>
ITB 17 (a)	Manufacturer's authorization is not <b>required</b>
ITB 17 (b)	After sale services is <b>required</b>
ITB 18.1	The bid validity period shall be <b>120 days</b> .
ITB 19.1	<i>[insert one of the following options:</i>  (a) Bid shall include a <b>Bid Security issued by a bank or any other financial institution</b> included in Section IV Bidding Forms.
ITB 19.2	The amount of the Bid Security shall be: <b>1,652,000Rwf</b>
ITB 20.1	In addition to the original of the bid, the number of copies is: <b>Three</b>
	<b>D. Submission and Opening of Bids</b>
ITB 20.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>[insert the name and/or number that must appear on the bid envelope to identify this specific bidding process].</i>



ITB 21.1	<p>For bid submission purposes, the Procuring Entity's address is:</p> <p><b>WASAC Headquarters, 4<sup>th</sup> Floor, Room No. 472, KN4 Av. 8, Centenary House, Nyarugenge District, Kigali City, P.O. Box.2331 Kigali. Tel. + (250) 7888181427. E-mail: <a href="mailto:wasac@wasac.rw">wasac@wasac.rw</a> with a copy to <a href="mailto:procurement@wasac.rw">procurement@wasac.rw</a></b></p> <p><b>Website: <a href="http://www.wasac.rw">www.wasac.rw</a> , P.O Box 2331 Kigali-Rwanda</b></p> <p>Date...../...../2022 <i>17/10/2022</i></p> <p><b>Time: 9:30 a.m local time (Kigali-Rwanda)</b></p>
ITB 25.1	<p>The bid opening shall take place at: WASAC Head Quarter, Procurement Office</p> <p>Date...../...../2022 <i>17/10/2022</i></p> <p><b>Time: 10:30 a.m local time (Kigali-Rwanda)</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 32.	<p>Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF)</p> <p>The source of exchange rate shall be the National Bank of Rwanda</p> <p>The date for the exchange rate shall be the <b>bids opening date</b></p>
ITB 33	<p>Domestic preference <i>shall</i> be a bid evaluation factor: <b>15%</b></p> <p><i>[If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
ITB 34.3(a)	<p><b>Evaluation will be done for items</b></p> <p><i>Bids will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.]</i></p>





<b>ITB 34.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[or No. If yes insert the adjustment factor]</i></p> <p>(b) Deviation in payment schedule: <i>[or No. If yes insert the adjustment factor]</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>[No. If yes, insert the Methodology and criteria]</i></p>
<b>ITB 34.6</b>	<p>Bidders <b>shall not</b> be allowed to quote separate prices for one or more lots. <i>[refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate]</i></p>
<b>F. Award of Contract</b>	
<b>ITB 39.</b>	<p>The maximum percentage by which quantities may be increased or decreased is: <i>[20%]</i></p>

### Section III. Evaluation and Qualification Criteria

*This Section complements the Instructions to Bidders. It contains the criteria that the Procuring Entity may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used. Refer to ITB 11.1*



## 1. Domestic Preference (ITB 33)

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.

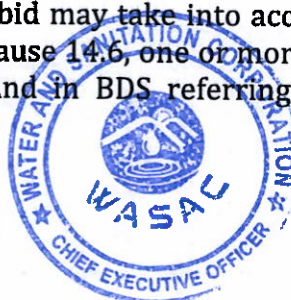
The Procuring Entity will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

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))

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.*

**or**

(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 34.6)**

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
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

#### 4. Post-qualification Requirements (ITB 36.2)

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):

- ***Bid security worth 1,652,000Rwf***
- ***Proof of purchase of tender document***

(b) Experience and Technical Capacity

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

- ***Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided,***

- (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

### Table of Forms

<b>Bidder Information Form.....</b>	<b>39</b>
<b>Joint Venture (JV) Partner Information Form .....</b>	<b>41</b>
<b>Bid Submission Form.....</b>	<b>42</b>
<b>Price Schedule Forms .....</b>	<b>44</b>
<b>Price Schedule: Goods Manufactured Outside Rwanda, to be imported.....</b>	<b>45</b>
<b>Price Schedule: Goods Manufactured Outside Rwanda, already imported.....</b>	<b>46</b>
<b>Price Schedule: Goods Manufactured in Rwanda .....</b>	<b>47</b>
<b>Price and Completion Schedule - Related Services.....</b>	<b>48</b>
<b>Bid Security (Bank Guarantee).....</b>	<b>49</b>
<b>Manufacturer's Authorization.....</b>	<b>50</b>



## 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: *[insert Authorized Representative's name]*

.....ID/Passport Number *[Insert the ID or Passport Number]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

**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

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



## Bid Submission Form

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

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

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

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

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

To: *[insert complete name of Purchaser]*

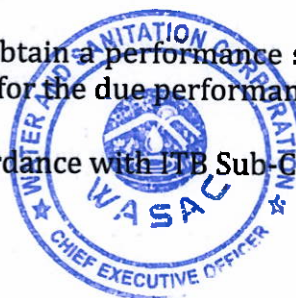
We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total 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

(Group C bids, goods to be imported)									
Currencies in accordance with ITB Sub-Clause 15									
Date: _____									
Tender No: _____									
Alternative No: _____									
Page N° _____ of _____									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Description of the container (if required)	Country of Origin	Delivery Date as defined by INCOTERMS	Quantity and physical unit	Unit price CIP [insert: place of destination] in accordance with ITB 14.6(b) (i)	CIP Price per line item (Col. 5x6)	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)
[insert number of the item]	[insert name of good]	[describe the 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 unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
<b>Total Price</b>									

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

Date: _____												
Tender No: _____												
Alternative No: _____												
Page No _____ of _____												
(Group C bids, Goods already imported)												
Currencies in accordance with ITB Sub-Clause 15												
1	2	3	4	5	6	7	8	9	10	11	12	13
Line Item No	Description of Goods	Description of the container (if required)	Country of Origin	Delivery Date as defined by INCOTERMS	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(f)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), (to be supported by documents)	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in Rwanda to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6(c)(v)	Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[describe the 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 unit 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 price per line item for inland transportation and other services required in Rwanda]	[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 (Group A and B bids) Currencies in accordance with ITB Sub-Clause 15										
Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____										
1	2	3	4	5	6	7	8	9	10	11
Line Item N°	Description of Goods	Description of the container (if required)	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 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)
[insert number of the item]	[insert name of Good]	[describe the quality of the container]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert cost of local labour, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
<b>Total Price</b>										

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



## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						
Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____						
1 Service No°	2 Description of Services (excludes inland transportation and other services required in Rwanda to convey the goods to their final destination) <i>[insert name of Services]</i>	3 Country of Origin <i>[insert country of origin of the Services]</i>	4 Delivery Date at place of final destination <i>[insert delivery date at place of final destination per Service]</i>	5 Quantity and physical unit <i>[insert number of units to be supplied and name of the physical unit]</i>	6 Unit price <i>[insert unit price per item]</i>	7 Total Price per Service (Col. 5*6 or estimate) <i>[insert total price per item]</i>
<b>Total Bid Price</b>						



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

### LIST OF GOODS TO BE SUPPLIED & TECHNICAL SPECIFICATIONS

#### Acquisition of office Stationaries

No	Item description	Specifications	Estimated qty
1	SCOTCH GRAND FORMAT	GRAND FORMAT Khaki	100
2	COLLE LIQUIDE( Water glue)	Water glue of 50 ML	50
3	COLLE UHU (Glue stick)	UHU stick 21g	50
4	UHU super glue	The All-purpose Adhesive	50
5	BLANCON 33CC	33 CC	100
6	ENCRE POUR TEMPON	BLEU, (Good quality)	50
7	MARQUEUR(permanent markers)	DIFFERENT COLOURS (Good quality)	100
8	MARQUEUR CONTE' (ordinary marker)	DIFFERENT COLOURS (Good quality)	100
9	BOITE D'ARCHIVE EN CARTON	Dimensions:L 360 x H 255 xW 115mm. Spine width: 115mm	500
10	AGRAFFES	24/6-26/6 (Good quality)	500
11	AGRAFFES	23/10(Good quality)	200
12	CLIPPER BINDER	( 19MM)Good quality	100



13	CLIPPER BINDER	(25MM)Good quality	200
14	CLIPPER BINDER	(42MM) Good quality	200
15	CLIPPER BINDER	(51MM)Good quality	200
16	ATTACHE TOUT	(32MM) Good quality	200
17	ATTACHE TOUT	(50MM) Good quality	300
18	ATTACHE TOUT	(77MM) Good quality	300
19	AGRAFFEUSE MF RAPID	(24/6+)Good quality	100
20	AGRAFFEUSE GF	(23/6-23/17)Good quality	50
21	ARRACHE AGRAFFE	(POUR BUREAU) Good quality	100
22	PERFORATEUR CAPACITE'	(Petit format) Good quality	50
23	PERFORATEUR CAPACITE'	(Moyen Format) Good quality	100
24	PERFORATEUR CAPACITE'	(Grand Format) Good quality	50
25	TRIEUR EN PLASTIQUE A4	Good quality (EN PLASTIQUE A4)	30
26	LATTE EN PLASTIQUE DE 50 CM	Good quality(EN PLASTIQUE DE 50 CM)	50
27	PORTE DOCUMENT EN CUIRE EXECUTIVE	Good quality(EN CUIRE EXECUTIVE)	50
28	FICHE DE RAYON	Size A5, hard paper (To see the sample at	1000



		WASAC store)	
29	FICHE VEHICULE	Size A4, hard paper ( To see the sample at WASAC store)	100
30	ENVELOPPE Moyen format 254X178MM	254X178MM	100
31	ENVELOPPE Grande Format A4, 229X324MM	229X324MM	2000
32	INTERCALAIRE NUMERIQUE(A-Z)	Different colours, Size A4, ( To see the sample at WASAC store)	100
33	FARDE A' TRINGLE EN PLASTIQUE DIFFERENT COULEURS	Size A4, PLASTIQUE DIFFERENT COULEURS	500
34	FARDE CHEMISE POUR Conserver les papier A4)	COULEURS DIFFERENT	3000
35	CLASSEUR Grand format, ALBO RADO	(Standard pour A4 papiers )	3000
36	CLASSEUR Petit Format, ALBO RADO	(Standard pour A5 papiers) To see the sample at WASAC store	500
37	POST IT PETIT FORMAT OF DIFFERENT COLOURS	SIZE 7.6X7.6CM, 100 SHEETS	200



38	POST IT GRAND FORMAT OF DIFFERENT COLOURS	SIZE 7.6X12.7 CM 3X3, 100 SHEETS	200
39	DUPLICATEUR A4 EXTRA WHITE(80G/M2; REAM	EXTRA WHITE(80G/M2; REAM	1500
40	FLIP CHART STANDARD	White, size 25 inch. x 30 inch, 40 sheets/pad	15
41	SMART BOARD	(SBM685-87)	20
42	PEN FOR SMART BOARD SBM685-87	SBM685-879	50
43	REGISTRE QUADRILLE' BLUE,MANUSCRIPT BOOK	196 PAGES,MEAS: 44X34X25,5 CM(Good quality)	2000
44	BLOC NOTES AVEC SPIRAL A5	Note book A5 128X203MM, 60GSM,70 SHEETS(Good quality)	100
45	BLOC NOTES AVEC SPIRAL A4	Note book A4 5MM, 70 Sheets.(Good quality)	200
46	MOUSE PAD RECTANGULAR	RECTANGULAR (Good quality)	50
47	CARNET DE BON DE SORTIE( WASAC BRANDED)	WASAC BRANDED ,50 pages, chaque page a 3 souche de différente couleur ( To see the sample at WASAC store)	10
48	PAPIER HYGIENIQUE(	Soft tissue, (To see the sample at WASAC	100



	<b>TOILET PAPER) for wtp labs,pumpig stations</b>	<b>store)</b>	
49	<b>SAVON LIQUIDE( ALL PURPOSE)</b>	<b>BIDON DE 5L (Good quality)</b>	<b>500</b>
50	<b>SCEAU SAVON OF OMO 500 G</b>	<b>500 G (Good quality)</b>	<b>100</b>
51	<b>VIM</b>	<b>500G, Scouring powder</b>	<b>1000</b>
52	<b>Liquid Toilet detergent/cleaner</b>	<b>Liquid, 500 ML (Good quality)</b>	<b>100</b>
53	<b>INSECTICIDE 500 ML</b>	<b>500 ML (Good quality)</b>	<b>100</b>
54	<b>PLEDGE 300ML</b>	<b>300ML (Good quality)</b>	<b>100</b>
55	<b>TORCHON 60X70 CM</b>	<b>60X70CM (Size to see sample at wasac store)</b>	<b>1000</b>
56	<b>CHAMOISETTE</b>	<b>Size of 50 cm/50cm to see sample at WASAC store</b>	<b>1000</b>
57	<b>RACLETTE</b>	<b>To see the sample at WASAC store</b>	<b>200</b>
58	<b>BALAI ORDINAIRE</b>	<b>To see the sample at WASAC store</b>	<b>100</b>
59	<b>BALAI DUR</b>	<b>To see the sample at WASAC store</b>	<b>300</b>
60	<b>CACHE POUSSIERE BLEU TISSUE COTTON 100%</b>	<b>BLEU TISSUE COTTON 100%(WASAC BRANDED ALL SIZES ( M-2,3XL)</b>	<b>600</b>
61	<b>CACHE POUSSIERE BLANCHE TISSUE COTTON 100%</b>	<b>BLANCHE TISSUE (WASAC BRANDED ALL SIZES ( M-2,3XL)</b>	<b>400</b>



62	SALOPETTES BLEU COTTON 100%	BLEU COTTON 100%(WASAC BRANDED ALL SIZES ( M-2,3XL)	350
63	BOTTES SPECIALES ( KENAFRIC) ALL SIZES	Plastics all sizes(Size to see sample at wasac store)	300
64	POUBELLE	EN PLASTIC DIFFERENT COULEURS	50
65	BROSSE FOR WC	EN PLASTIC DIFFERENT COULEURS	50
66	CISEAUX PF 24CM	PF 24CM (Good quality)	50
67	CISEAUX GRAND FORMAT SIZE 10	FORMAT SIZE 10(Good quality)	100
68	FIMBO ( RUBBER BAND) DIFFERENT SIZES	DIFFERENT SIZES (Good quality)	100
69	SIGNATAIRE FT 24,5X34,5 CM	24,5X34,5 CM (Good quality)	30
70	SCEAU GRAND EN PLASTIQUE	Bleu colors in plastics	50
71	ETIQUETTES D'ENTRETIEN VEHICULE	Size to see sample at wasac store	200
72	HELMET (HEAD PROTECTION) FOR BUILDERS	½ of A5 hard paper( to see sample at wasac store)	100





73	<p><b>Cartridge 207A (W2210A) original</b></p>	<p><b>Brand: HP</b></p> <p><b>Model: HP 207A (W2210A) Toner Cartridge</b></p> <p><b>Color : Black</b></p> <p><b>Page Yield: 1,350 Pages</b></p> <p><b>Printing Technology: Laser</b></p> <p><b>Compatible With: HP Color LaserJet Pro M255nw (7KW63A), HP Color LaserJet Pro M255dw (7KW64A), HP Color LaserJet Pro MFP M282nw (7KW72A), HP Color LaserJet Pro MFP M283fdn (7KW74A), HP Color LaserJet Pro MFP M283fdw (7KW75A)</b></p> <p><b>Operating Temperature Range: 10 to 32.5°C</b></p> <p><b>Storage Temperature Range: -20 to 40°C</b></p> <p><b>Non-Operating Humidity Range: 10 to 90% RH</b></p> <p><b>Dimensions(W x D x H): 363 x 96 x 111 mm</b></p> <p><b>Weight: 750g</b></p>	10
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74	<b>Cartridge 207A (W2211A) original</b>	<b>Manufacturer Part No.: W2211A, 207A</b>  <b>Duty Cycle: Approx. 1,250 pages @ 5% average coverage</b>  <b>Group: Cyan toner cartridges</b>  <b>Brand: HP</b>  <b>Colour: Cyan</b>  <b>Product Type: Toner</b>	8
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75	<b>Cartridge 207A (W2212A) original</b>	<b>Product subgroup: Standard Capacity Toner</b> <b>Cartridges</b> <b>Color(s) of printing supplies: Yellow</b> <b>Page yield (color): 1,250 pages</b> <b>Print technology: Laser</b> <b>Print Resolution Technologies:</b> <b>JetIntelligence</b> <b>Operating humidity range: 20 to 80% RH</b> <b>Operating temperature range: 10 to 32.5°C</b> <b>Non-Operating Humidity Range: 10 to 90% RH</b> <b>Storage temperature range: -20 to 40°C</b> <b>Package dimensions (W x D x H): 363 x 96 x 111 mm</b> <b>Weight: 0.53 kg</b> <b>Package weight: 0.75 kg</b>	8
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76	<b>Cartridge 207A (W2213A) original</b>	<b>Compatibility: HP LaserJet Pro M255, M282, M283</b>  <b>Cartridge capacity: Standard Yield</b>  <b>Colour toner page yield: 1250 pages</b>  <b>Printing colours : Magenta</b>	8
77	<b>Cartridge 78A ( CE278D) Original</b>	<b>Black color printing supplies</b>  <b>2,100 pages black and white cartridge yield</b>  <b>Compatible with HP LaserJet Pro P1606 and M1536</b>  <b>16% recycled content</b>	10



78	<b>Cartridge 49A (Q5949A) Original</b>	<b>Brand: HP Original</b>  <b>Cartridges Status: Full</b>  <b>Printer Type: Laserjet Printer</b>  <b>Package Dimensions : 390 x 117 x 168 mm</b>  <b>Page Yield: 2500 Page</b>  <b>Recycled material content: 19%</b>  <b>Package weight: 1.0 kg</b>	8
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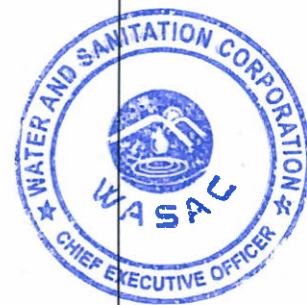
79	Cartridge FX10 Original	<p>Type: Toner</p> <p>Color: Black</p> <p>Print Technology: Laser</p> <p>Compatible Brand: For Canon</p> <p>Brand: Canon</p> <p>Model: Canon FX10</p> <p>Product Type: Real/Original</p> <p>Yield: 2500 pages</p>	10
80	Cartridge 659A (W2010A) original	<p>Color(s) of print cartridges: Black</p> <p>Print technology: Laser</p> <p>Page yield (black and white): ~16,000 pages</p> <p>Operating temperature range: 50 to 90.5°F</p> <p>Storage temperature range: -4 to 104°F</p>	10



		<p><b>Operating humidity range: 20 to 80% RH</b></p> <p><b>Storage humidity: 10 to 90% RH</b></p> <p><b>Package dimensions (W x D x H): 19.02 x 6.1 x 7.8 in</b></p> <p><b>Package weight: 4.4 lb</b></p>	
81	<p><b>Cartridge 659A (W2011A) original</b></p>	<p><b>Color(s) of print cartridges: Cyan</b></p> <p><b>Print technology: Laser</b></p> <p><b>Page yield (black and white): ~13,000 pages</b></p> <p><b>Page yield (colour): 13,000 pages</b></p> <p><b>Operating temperature range: 50 to 90.5°F</b></p> <p><b>Storage temperature range: -4 to 104°F</b></p>	8



		<p><b>Operating humidity range: 20 to 80% RH</b></p> <p><b>Storage humidity: 10 to 90% RH</b></p> <p><b>Package dimensions (W x D x H): 19.02 x 6.1 x 7.8 in</b></p> <p><b>Package weight: 4.05 lb</b></p>	
82	<p><b>Cartridge 659A (W2012A) original</b></p>	<p><b>Color(s) of print cartridges: Yellow</b></p> <p><b>Print technology: Laser</b></p> <p><b>Page yield (black and white): ~13,000 pages</b></p> <p><b>Page yield (colour): 13,000 pages</b></p> <p><b>Operating temperature range: 50 to 90.5°F</b></p> <p><b>Storage temperature range: -4 to 104°F</b></p>	8





		<p><b>Operating humidity range: 20 to 80% RH</b></p> <p><b>Storage humidity: 10 to 90% RH</b></p> <p><b>Package dimensions (W x D x H): 19.02 x 6.1 x 7.8 in</b></p> <p><b>Package weight: 4.05 lb</b></p>	
83	<p><b>Cartridge 659A (W2013A) original</b></p>	<p><b>Color(s) of print cartridges: Magenta</b></p> <p><b>Print technology: Laser</b></p> <p><b>Page yield (black and white): ~13,000 pages</b></p> <p><b>Page yield (colour): 13,000 pages</b></p> <p><b>Operating temperature range: 50 to 90.5°F</b></p> <p><b>Storage temperature range: -4 to 104°F</b></p>	3



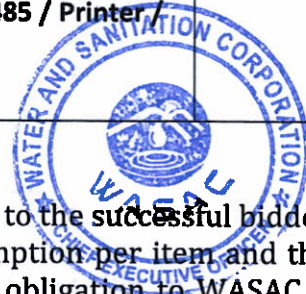
		<p><b>Operating humidity range: 20 to 80% RH</b></p> <p><b>Storage humidity: 10 to 90% RH</b></p> <p><b>Package dimensions (W x D x H): 19.02 x 6.1 x 7.8 in</b></p> <p><b>Package weight: 4.05 lb</b></p>	
84	<p><b>Cartridge 26A (CF226A) original</b></p>	<p><b>Color(s) of print cartridges: Black</b></p> <p><b>Print technology: Laser</b></p> <p><b>Page yield (black and white): ~3,100 pages</b></p> <p><b>Operating temperature range: 50 to 90.5°F</b></p> <p><b>Storage temperature range: -4 to 104°F</b></p> <p><b>Operating humidity range: 20 to 80% RH</b></p>	8



		<p><b>Storage humidity: 10 to 90% RH</b></p> <p><b>Package dimensions (W x D x H): 14.25 x 4.02 x 7.8 in</b></p> <p><b>Package weight: ~2.2 lb</b></p>	
85	<b>Digital Platform Counting Scale</b>	<p><b>Capacity: From 1 up to 1000 kg</b></p> <p><b>Accuracy: class OIML III</b></p> <p><b>Display: 6-digit 20mm LED or 25mm LCD with backlight</b></p> <p><b>Power supply: AC110/220V 50/60Hz, built-in DC4V/4Ah lead acid battery</b></p> <p><b>Structure: carbon steel</b></p> <p><b>Platform material: 1.5mm 430 stainless steel</b></p> <p><b>Platform size: 1*1 m</b></p> <p><b>Platform height: 140 mm</b></p> <p><b>Column height: 700 mm</b></p> <p><b>Work environment: -10°C ~ +40°C, ≤85%RH</b></p> <p><b>Interface option: RS232 / RS485 / Printer / Bluetooth</b></p>	1

**NOTES:**

1. Delivery will be based on purchase order issued to the successful bidder
2. Quantities are estimated for the annual consumption per item and they will also be taken as a basis for evaluation, there is no obligation to WASAC to order all these mentioned quantities. Purchase orders will be based on the real quantities needed by WASAC at the time of issuing the purchase order. However, the supplier will have the opportunity to sign a one-year contract with possible renewal for 2 more years based on satisfactory performance.





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3. Prices must be quoted DDP WASAC stores located in Kigali city;
  4. Bidders will be required to visit WASAC store located at MASORO to get samples of some items that are not well specified.

**5. INSPECTION OF THE GOODS.**

WASAC has the right to inspect the supplied goods and to reject those which do not correspond to the technical specifications described in the invitation to tender.



**PART 3 - Contract**



## Section VII. General Conditions of Contract

### a. Definitions

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

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



the above, whose bid to perform the Contract has been accepted by WASAC and is named as such in the Contract Agreement.

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

## 2 Contract Documents

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

## 3 Fraud and Corruption

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

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

- (i) "corrupt practice"<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"<sup>8</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"<sup>9</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"<sup>10</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly

<sup>7</sup> "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.

<sup>8</sup> 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.

<sup>9</sup> "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.



the actions of a party;

(v) "obstructive practice" is

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

(bb) acts intended to materially impede the exercise of RPPA's inspection and audit rights provided for under Clause 11 [Inspections and Audits by RPPA].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

#### 4 Interpretation

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

#### 4.2 INCOTERMS

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by INCOTERMS;

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTERMS specified in the SCC and published by the International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

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

#### 4.4 Amendment

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

<sup>10</sup> a "party" refers to a participant in the procurement process or contract execution.





representative of each party thereto.

#### 4.5 No waiver

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

#### 4.6 Severability

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

### 5 Language

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

### 6 Joint Venture, Consortium or Association

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

### 7 Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to



the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 8 Governing Law

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

## 9 Settlement of Disputes

- 9.1 WASAC and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 9.2 If, after seven (7) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either WASAC or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

- 9.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  
(b) WASAC shall pay the Supplier any money due the Supplier.



## 10 Inspections and Audit by RPPA

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

Guidelines).

### **11 Scope of Supply**

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

### **12 Delivery and Documents**

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

### **13 Supplier's Responsibilities**

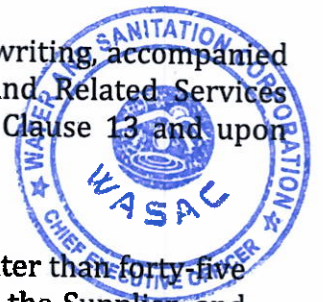
The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

### **14 Contract Price**

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

### **15 Terms of Payment**

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to WASAC in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of an invoice or request for payment by the Supplier, and after WASAC has accepted it.
- 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that WASAC fails to pay the Supplier any payment by its due date or within



the period set forth in the SCC, WASAC shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

## **16 Taxes and Duties**

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

## **17 Performance Security**

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

## **18 Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to WASAC by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to WASAC directly or through the Supplier by any third party, including suppliers of



materials, the copyright in such materials shall remain vested in such third party

## **19 Confidential Information**

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

## **20 Subcontracting**

- 20.1 The Supplier shall notify WASAC in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the



Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## 21 Specifications and Standards

Technical Specifications and Drawings:

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

## 22 Packing and Documents

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

## 23 Insurance

Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully



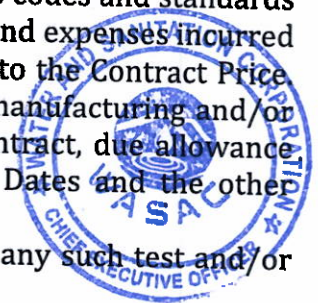
insured—in a freely convertible currency—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable INCOTERMS or in the manner specified in the SCC.

#### **24 Transportation**

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

#### **25 Inspections and Tests**

- 25.1 The Supplier shall at its own expense and at no cost to WASAC carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Rwanda as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 WASAC or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that WASAC bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable WASAC or its designated representative to attend the test and/or inspection.
- 25.5 WASAC may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide WASAC with a report of the results of any such test and/or inspection.
- 25.7 WASAC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the



specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by WASAC or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **26 Liquidated Damages**

Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, WASAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, WASAC may terminate the Contract pursuant to GCC Clause 34.

## **27 Warranty**

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 27.4 WASAC shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. WASAC shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the





Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, WASAC may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which WASAC may have against the Supplier under the Contract.

## 28 Patent Indemnity

28.1 The Supplier shall, subject to WASAC's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless WASAC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which WASAC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against WASAC arising out of the matters referred to in GCC Sub-Clause 28.1, WASAC shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in WASAC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

28.4 WASAC shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.



28.5 WASAC shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **29 Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct,

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

### **30 Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Rwanda where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

### **31 Force Majeure**

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

Majeure.

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

### **32 Change Orders and Contract Amendments**

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



### 33 Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify WASAC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, WASAC shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34

### 35 Termination

#### 35.1 Termination for Default

- (a) WASAC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by WASAC pursuant to GCC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of WASAC has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event WASAC terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), WASAC may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to WASAC for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 35.2 Termination for Insolvency.

- (a) WASAC may at any time terminate the Contract by giving notice to the Supplier if the



Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

- (a) WASAC, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for WASAC's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by WASAC at the Contract terms and prices. For the remaining Goods, WASAC may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 36 Assignment

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

### 37 Export Restriction

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



## Section VIII. Special Conditions of Contract

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

<b>GCC 1.1(h)</b>	Client is: <b>Water &amp; Sanitation Corporation Limited (WASAC Ltd)</b>
<b>GCC 1.1 (m)</b>	The Project Site(s)/Final Destination(s) is/are: <b>WASAC's stores, located in Kigali City</b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by INCOTERMS. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by INCOTERMS, they shall be as prescribed by: <b>N/A</b>
<b>GCC 4.2 (b)</b>	The version edition of INCOTERMS shall be: <b>INCOTERMS 2020</b>
<b>GCC 5.1</b>	The language shall be: <b>English or French</b>
<b>GCC 7.1</b>	For <u>notices</u> , WASAC's address shall be:  <b>WASAC Head Office Centenary House Nyarugenge District City: Kigali Telephone: + (250) 788181427 Facsimile number: + (250) 573 802 Electronic mail address: <a href="mailto:procurement@wasac.rw">procurement@wasac.rw</a> and/ or <a href="mailto:wasac@wasac.rw">wasac@wasac.rw</a></b>
<b>GCC 8.1</b>	The governing law shall be the law of the <b>Republic of Rwanda</b>
<b>GCC 9.2</b>	The rules of procedure for arbitration proceedings pursuant to <b>GCC Clause 9.2</b> shall be as follows:  <b>(a) Contract with foreign Supplier:</b>  GCC 9.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by the competent court in Rwanda in accordance with the laws of Rwanda.  <b>(b) Contracts with Supplier national of Rwanda:</b>  In the case of a dispute between WASAC and a Supplier who is a national of



	Rwanda, the dispute shall be referred to the competent court in Rwanda in accordance with the laws of Rwanda.
<b>GCC 12.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>- <i>Commercial Invoice</i></li> <li>- <i>A non negotiable sea way bill</i></li> <li>- <i>A railway consignment note</i></li> <li>- <i>A road consignment note</i></li> <li>- <i>Insurance certificate</i></li> <li>- <i>Manufacturer's or Supplier's warranty certificate</i></li> <li>- <i>Inspection certificate issued by nominated inspection agency</i></li> <li>- <i>Bill of Lading</i></li> </ul> <p>If required, the above documents shall be received by WASAC before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 14.2</b>	<p>The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment: N/A</p>
<b>GCC 14.3</b>	<b>Delivery period:</b> Thirty (30) Calendar days after reception of every purchase order
<b>GCC 15.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i></p> <p><b>Payment for Goods and Services supplied from within Rwanda:</b></p> <p>Payment for Goods and Services supplied from within Rwanda shall be made in <b>Rwandan Francs</b></p>



GCC 15.5	<p>The payment-delay period after which WASAC shall pay interest to the supplier shall be <i>[insert number]</i> days: <b>NA</b></p> <p>The interest rate that shall be applied is <i>[insert number]</i> %: <b>NA</b></p>
GCC 17.1	<p><b>A Performance Security shall be required</b></p> <p><b>The amount of the Performance Security shall be 5% of the total price provided by the successful bidder to all estimated quantities.</b></p>
GCC 17.3	<p>If required, the Performance Security shall be in the form of: <b>a Bank Guarantee or any other authorised financial institution.</b></p> <p>If required, the Performance security shall be denominated in a <b>freely convertible currency acceptable to WASAC</b></p>
GCC 17.4	<p>Discharge of the Performance Security shall take place: <b>30 days after full delivery period</b></p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <ul style="list-style-type: none"> <li>- <b>Contract number</b></li> <li>- <b>L/C number</b></li> <li>- <b>Recipient</b></li> <li>- <b>Number of package</b></li> </ul>
GCC 23.1	<p>The insurance coverage shall be as specified in the <b>INCOTERMS 2020.</b></p>
GCC 24.1	<p>Responsibility for transportation of the Goods shall be as specified in the <b>INCOTERMS.</b></p> <p><b>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Rwanda (WASAC stores located in Kigali City).</b></p>
GCC 25.1	<p>The inspections and tests shall be <b>in accordance with the technical specifications.</b></p>
GCC 25.2	<p>The Inspections and tests shall be conducted at <b>WASAC's stores located in Kigali City.</b></p>







<b>GCC 26.1</b>	In case of late delivery of items, the Purchaser will be entitled to apply a late fee of <b>1/1000</b> of the total contract amount per day of delay up to 5% and without notice. Beyond 5%, the contract may be terminated.
<b>GCC 27.3</b>	The period of validity of the Warranty shall be <b>12 months after complete delivery</b>  For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>WASAC stores located in Kigali City.</b>
<b>GCC 27.5</b>	The period for repair or replacement shall be: <b>30 days</b>



## Attachment: Price Adjustment Formula

If in accordance with GCC 14.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 14.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula:

$$P_1 = P_0 \left[ a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- $P_1$  = adjustment amount payable to the Supplier.
- $P_0$  = Contract Price (base price).
- $a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- $b$  = estimated percentage of labour component in the Contract Price.
- $c$  = estimated percentage of material component in the Contract Price.
- $L_0, L_1$  = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- $M_0, M_1$  = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients  $a$ ,  $b$ , and  $c$  as specified by WASAC are as follows:

- $a =$  [insert value of coefficient]
- $b =$  [insert value of coefficient]
- $c =$  [insert value of coefficient]



The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.



Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. WASAC will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (b) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.





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## Section IX. Contract Forms

### Table of Forms

1. <u>CONTRACT AGREEMENT</u> .....	97
2. <u>PERFORMANCE SECURITY</u> .....	99



## 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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





3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by WASAC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with WASAC to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. WASAC hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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



## 2. Performance Security

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

Date: *[insert date (as day, month, and year) of Bid Submission]*  
Tender No. and title: *[insert no. and title of bidding process]*

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>11</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>12</sup> and any demand for payment under it must be received by us at this office on or before that date.



<sup>11</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>12</sup> Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a



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

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



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*period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*