

REF: RSSB/7181/22



## **RWANDA SOCIAL SECURITY BOARD (RSSB)**

### **Standard Bidding Document for Goods And Related Services**

**Title of the Tender:** Annual contract for providing sport services to RSSB staff.

**Tender Reference Number:** 000001/NC/NCB/2022/2023/RSSB/OFF

**Procurement Method:** National Opening Competitive Bidding (NCB)

**Date of Issue:** September 2022



## PREFACE

1. This Standard Bidding Document (SBD) has been customized by Rwanda Social Security Board (RSSB) for the procurement of goods and related services. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Rules governing procurement in RSSB. These procedures also reflect the best international procurement practices.
2. This SBD for the Procurement of Goods and Related services is suitable for use under both National and International open tender. It is also suitable for the National and International restricted tender.
3. The SBD is comprised of three parts, namely; the Bidding procedures, Supply requirements and the Contract.
4. Before using this SBD, the user should be familiar with the Rules governing procurement in RSSB and should read the User's manual which has been prepared to provide guidance to RSSB staff in the conduct of the procurement process.

RSSB welcomes any comments from the users of this SBD which will assist in improving this document.



# 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, when required, shall only be completed by the successful Bidder after contract award.



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## PART 1 – Bidding Procedures

### Tender Notice (TN)

**Title of the tender: Annual contract for providing sport services to RSSB staff.**

**Tender reference number: 000001/NC/NCB/2022/2023/RSSB/OFF**

**Lot 1: Five-star hotels that will provide sports services including Jacuzzi.**

**Lot 2: Sports centers that will provide sports services to all RSSB staff**

1. Rwanda Social Security Board (RSSB) (hereinafter called “Client”) funded by RSSB towards the cost of “**annual contract for providing sport services to RSSB staff**”.
2. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.
3. RSSB invites **all interested bidders** to submit bids for “**annual contract for providing sport services to RSSB staff**” as indicated in detail in the statement of Requirements.
4. Tender Documents in English may be obtained at any time during working days from **27<sup>th</sup> September 2022** between 7:00 am to 5:00 pm at RSSB Headquarters/Kigali in Procurement Office (7th Floor, left wing), upon presentation of proof of payment of a non-refundable fee of 10,000Frw (Ten thousand) to the accounts of Rwanda Revenue opened at any commercial Bank.
5. Enquiries regarding this tender may be addressed to Chief Executive Officer (CEO) of RSSB through [procurement@rssb.rw](mailto:procurement@rssb.rw) not later than 14 days before the **deadline** for submission of bids.
6. Well printed bids, properly bound and presented in three (3) copies one of which is the original enclosed in envelopes, must be submitted to RSSB Procurement Office not later than **27<sup>th</sup> October 2022** at 09:00 am local time. The outer envelope should clearly indicate the tender title and reference number.
7. The opening of the submitted bids shall take place in the presence of company representatives at ground floor, RSSB building in auditorium room on **27<sup>th</sup> October 2022** at 09:30 am local time.
8. The bids shall remain valid for a period of 120 days starting from the submission deadline indicated in this tender notice.



9. Bidding will be conducted in accordance with the Specific rules regulating RSSB procurement.

**Note:** In case of any appeal to the evaluation results, bidders will lodge their appeal offline to the CEO of RSSB at first level and at the 2nd level, the bidders will lodge their appeal to RSSB Independent Review Panel.

**Done at Kigali,...../September/2022**

**By Authority Delegation**

**MUGABO Emmanuel**

**Corporate Services Division Manager**



# Section I. Instructions to Bidders

## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 Rwanda Social Security Board (RSSB) **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this (*International or National*) Competitive Bidding (ICB/NCB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) “Client” means RSSB with which the selected supplier/service provider signs the Contract
  - (b) “Contract” means the agreement between RSSB 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

Rwanda Social Security Board (RSSB) (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, RSSB: defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice”<sup>2</sup> offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of RSSB staff;
- (ii) “fraudulent practice”<sup>3</sup> means any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead RSSB staff to obtain financial or other benefit;
- (iii) “collusive practice”<sup>4</sup> an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the RSSB staff;
- (iv) (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) (v) “obstructive practice” is
  - (aa) destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to materially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its information about matters relevant to the investigation or from pursuing the investigation;
  - (bb) acts intended to materially impede the exercise of RSSB’s inspection and audit rights provided for under sub-clause 3.1 (e) below.

will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

<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 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 RSSB to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors

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 RSSB procurement are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession but not debarred from participating in public or RSSB procurement.

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 or RSSB in collaboration with stakeholders in public or RSSB 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 RSSB or/and 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 RSSB.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to RSSB, as RSSB 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 RSSB’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 RSSB is part of the Bidding Documents.
- 6.3 RSSB is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from RSSB.
- 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 RSSB, at its address **mentioned in the BDS**, for clarifications on the bidding document. RSSB shall respond to any request for clarification within seven (7) days from the day of its reception. RSSB 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 RSSB. Should RSSB 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, RSSB 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 RSSB 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 RSSB.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, RSSB 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 RSSB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. RSSB 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 Rules governing procurement in RSSB, unless it is proved that it was a consequence of its irresponsible conduct.

However, RSSB may charge a fee for obtaining copies of the bidding documents determined by its procurement rules. 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 RSSB, shall be written in the language **specified in the BDS**. Supporting documents and printed literature

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



that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **11 Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

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

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

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

## **12 Bid Submission Form and Price Schedules**

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

## **13 Alternative Bids**

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

## **14 Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.



- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by RSSB. This shall not in any way limit the RSSB'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 RSSB. 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 RSSB.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by RSSB 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 RSSB'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 RSSB'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 RSSB. A bid valid for a shorter period shall be rejected by RSSB as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, RSSB may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

## 21 Bid Security

- 21.2 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 21.3 The Bid Security shall be in the amount specified in the BDS and denominated in Rwanda Francs or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a guarantee from a banking institution or another authorised financial institution;
  - (b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by RSSB prior to bid submission;
  - (d) be payable promptly upon written demand by RSSB 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 RSSB as non-responsive.
- 21.5 A bid security issued by a local institution to guarantee a bid that was sent by a foreign bidder from his/her country before the bid submission deadline, may be presented on the opening date and shall be considered as part of that bid
- 21.6 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 21.7 The Bid Security may be forfeited executed:
- (a) if a Bidder withdraws its bid during the period of bid validity **specified by the Bidder** on the



Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 41;

(ii) furnish a Performance Security in accordance with ITB Clause 42;

(c) if the successful Bidder refuses corrections of its financial offer.

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

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

21.10 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

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

RSSB may declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to** Rules governing procurement in RSSB.

## 19 Format and Signing of Bid

19.1 The Bidder shall prepare and signs bid through RSSB e-procurement system. However, in case of offline tendering proceedings where applicable: 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 through RSSB e-procurement system, or where applicable 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 RSSB 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, RSSB 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 RSSB at the address and no later than the date and time **specified in the BDS**.

21.2 RSSB 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 RSSB and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22 Late Bids**

RSSB shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by RSSB after the deadline for submission of bids shall be declared late, rejected, and returned 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 RSSB 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 RSSB 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 RSSB 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 RSSB 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 RSSB 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 RSSB 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, RSSB 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 RSSB shall not be considered. The RSSB'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 RSSB 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 RSSB's determination of a bid's responsiveness is to be based on the contents of the bid itself.



27.2A 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 RSSB'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 RSSB 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, RSSB 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, RSSB 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, RSSB 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 RSSB, 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 RSSB 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 RSSB 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

RSSB 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.

RSSB 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, RSSB 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, RSSB 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 RSSB 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, RSSB 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, RSSB 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 28.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;





### 36 RSSB's Right to Accept Any Bid, and to Reject Any or All Bids

RSSB 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

RSSB 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 RSSB's Right to Vary Quantities at Time of Award

At the time the Contract is awarded, RSSB 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, RSSB 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, RSSB 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 RSSB) and the successful bidder.

### 40 Signing of Contract

- 40.1 Promptly after notification, RSSB 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 40.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Supplier, to the country of the Supplier , 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 RSSB 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 RSSB, 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 RSSB.
- 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 RSSB may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by RSSB 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	Name of the Client: <b>Rwanda Social Security Board</b>
ITB 1.1	The name: <b>Annual contract for providing sport services to RSSB staff.</b> Identification number of the tender: <b>000001/NC/NCB/2022/2023/RSSB/OFF</b>
ITB 2.	The Source of funds: <b>RSSB</b>
ITB 2.	The name of the Project is: <b>Annual contract for providing sport services to RSSB staff.</b>
ITB 4.3	A list of firms debarred from participating in RSSB tenders is available: <a href="http://www.rppa.gov.rw">www.rppa.gov.rw</a>
	B. Contents of Bidding Documents
ITB 7.1	For <b>Clarification of bid purposes</b> only, the RSSB's address is:  In case there is a request for clarification, it will be addressed to Chief Executive Office of Rwanda Social Security Board (RSSB) and send the soft copy to <a href="mailto:procurement@rssb.rw">procurement@rssb.rw</a> .
	C. Preparation of Bids
ITB 10	The language of the bid is: <b>English</b>
ITB 11.1	The Bidder shall submit the following additional documents in its bid: <b>a) Declaration of commitment</b> <b>b) Certificate of incorporation</b> <b>c) Valid Tax Clearance Certificate.</b> <b>d) Social Security Service Certificate</b> <b>e) Proof of tender document payment</b>



ITB 13	Alternative Bids shall not be considered.
ITB 14.5	The INCOTERMS edition is: <b>DDP 2010</b>
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <b>Respective location</b>
ITB 14.6 (a) (iii);(b) (ii) and (c)(v)	“Final destination (Project Site)”: <b>Respective location</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>Not Applicable</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	Prices quoted for each lot shall correspond at least to <b>100 %</b> of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to <b>Rwanda Francs</b> percent of the quantities specified for this item of a lot.
ITB 15.1	The Bidder is required to quote in the Rwanda Francs the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 15.3	The authority to establish the exchange rate shall be the “ <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>Not applicable</b>
ITB 17 (a)	Manufacturer’s authorization is <b>not required</b>
ITB 17 (b)	After sale services is <b>not required</b>
ITB 18.1	The bid validity period shall be <b>120 days</b> .
ITB 19.1	<b>(a) No Bid Security is required;</b>
ITB 19.2	The amount of the Bid Security shall be: <b>Not applicable</b>
ITB 20.1	In addition to the original of the bid, the number of copies is: <b>Two (2)</b>
<b>D. Submission and Opening of Bids</b>	



<b>ITB 21.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: <b>Title and reference number of the tender</b>
<b>ITB 22.1</b>	For bid submission purposes, the RSSB's address is:  <b>Venue: RSSB Headquarters</b>  <b>Floor: 7<sup>th</sup> Floor, Left wing of RSSB Headquarters.</b>  <b>City: Kigali</b>  <b>Country: Rwanda</b>  <b>Date: 27<sup>th</sup> October 2022</b>  <b>Time: 9:00 am local time</b>
<b>ITB 25.1</b>	The bid opening shall take place at:  <b>Venue: RSSB HQ, Ground floor in auditorium room</b>  <b>Date: 27<sup>th</sup> September 2022</b>  <b>Time: 09:30 am local time</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.</b>	Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF)  The source of exchange rate shall be the National Bank of Rwanda:  The date for the exchange rate shall be the bids opening date
<b>ITB 33</b>	Domestic preference [insert "shall" or "shall not"] be a bid evaluation factor.  [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.] <b>Not applicable</b>
<b>ITB 34.3(a)</b>	Evaluation will be done for <b>Lots</b>



<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: [refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor]</i></li> <li>(b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor]</i></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria]</i></li> <li>(d) the availability in Rwanda of spare parts and after-sale services for the equipment offered in the bid <i>[insert Yes or No, if yes, insert the Methodology and criteria]</i></li> <li>(e) the projected operating and maintenance costs during the life of the equipment <i>[insert Yes or No, if yes, insert the Methodology and criteria]</i></li> <li>(f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i></li> <li>(g) <i>[insert any other specific criteria]</i> <b>Not applicable</b></li> </ul>
<b>ITB 34.6</b>	<p>Bidders [insert “shall “or “shall not”] be allowed to quote separate prices for one or more lots. [refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate] <b>Not applicable</b></p>
	<b>F. Award of Contract</b>
<b>ITB 39.</b>	<p>The maximum percentage by which quantities may be increased or decreased is <b>20%</b></p>



## Section III. Evaluation and Qualification Criteria

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

**[RSSB shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]**

### Contents

<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>36</b>



## 1. Domestic Preference (ITB 33)

If the Bidding Data Sheet so specifies, RSSB 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 RSSB, 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 RSSB's reclassification of the bid into its appropriate bid group.

RSSB 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 RSSB'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. RSSB 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**

(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) *RSSB 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 RSSB 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)**

RSSB 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)

RSSB 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, RSSB shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.



(a) Financial Capability

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

(b) Experience and Technical Capacity

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

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



## Section IV. Bidding Forms

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## 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 [insert Bidder's legal name]
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
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]  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



## Joint Venture (JV) Partner Information Form

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

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

Tender No.: [insert number of tender notices]

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

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

**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 Rwanda Social Security Board]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda N<sup>o</sup>: \_\_\_\_\_ *[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 RSSB or/and the RSSB, 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 RSSB in the Schedule of Requirements.]*



## Price Schedule: Goods Manufactured outside Rwanda, to be imported

Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____ Currencies in accordance with ITB Sub-Clause 15									
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]
Total Price									

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



## Price Schedule: Goods Manufactured outside Rwanda, already imported

Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ 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 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 including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	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 paid or 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

<div style="display: flex; justify-content: space-between;"> <div> <b>Rwanda</b>            _____            Currencies in accordance with ITB Sub-Clause 15         </div> <div>           Date: _____            Tender No: _____            Alternative No: _____            Page N° _____ of _____         </div> </div>										
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. 4×5)	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 within 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]



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



## Bid Security (Bank/Any authorized financial institution guarantee)

[The Bank /any authorized financial institution shall fill in this Bank /Any authorized financial institution guarantee Form in accordance with the instructions indicated.]

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

**Beneficiary:** \_\_\_\_\_ [Name and Address of RSSB]

**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 RSSB 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)]*



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## 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 RSSB]

### 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]



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## **PART 2 – Supplying Requirements**

**Terms of reference are found in annex 1**



## 1. List of Goods and Delivery Schedule

[RSSB shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Description of the container (if required)	Type, size and weight of the packing material	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per INCOTERMS) Date		
							Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[describe the quality of the container]	[Describe the type, size and weight of the packing material]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness of the Contract]	[insert the number of days following the date of effectiveness of the Contract]	[insert the number of days following the date of effectiveness of the Contract]



## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by RSSB. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per INCOTERMS)]*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable





### 3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by RSSB. RSSB shall prepare the detailed TS taking into account that:*

- *The TS constitute the benchmarks against which RSSB will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by RSSB.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The RSSB encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the Borrower's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Detailed tests required (type and number).*



- 
- (c) *Other additional work and/or Related Services required achieving full delivery/completion.*
  - (d) *Detailed activities to be performed by the Supplier, and participation of RSSB thereon.*
  - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, RSSB shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When RSSB requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, RSSB shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.*

*[If a summary of the Technical Specifications (TS) has to be provided, RSSB shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

**“Summary of Technical Specifications.**

The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
[insert item No]	[insert name]	[insert TS and Standards]

*Detailed Technical Specifications and Standards [whenever necessary].*

*[Insert detailed description of TS]*

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## 4. Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

The following inspections and tests shall be performed: *[insert list of inspections and tests]*



---

## **PART 3 - Contract**



## **RWANDA SOCIAL SECURITY BOARD (RSSB)**

**Contract for the supply of.....**

**By and between**

**Rwanda Social Security Board (RSSB) And**

.....

**Contract number: .....**

**Contract amount and currency: .....**

**Contract duration: .....**

**Contract administrator/Manager: .....**

**Date of contract: .....**



## Section VI. General Conditions of Contract

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This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between Rwanda Social Security Board (RSSB) represented by Its Chief Executive Officer Mr/Mrs/Ms....., (Hereinafter referred to as “**the Client**” and ..... Ltd/Co, ..... incorporated in (Country) ..... under the Registry number ..... Represented by Mr/Mrs/Ms ....., ID/PC N°.....issued at.....the ..... of the company Hereinafter referred to as the “**Supplier**”

WHEREAS

- (a) RSSB has requested the Supplier to supply goods and related services as specified in the General Conditions of Contract attached to this Contract (hereinafter called the “Goods”);
- (b) the Supplier, having represented to RSSB that they have the required capacity, have agreed to supply the goods and related services on the terms and conditions set forth in this Contract;
- (c) RSSB has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the goods and related services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

**Or** (c) RSSB has received Government funds and intends \_\_\_\_\_

**Or** (c) RSSB has decided to allocate a portion of its own budget to finance \_\_\_\_\_

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The list of goods, technical specifications and supply requirements
  - (d) Contract negotiations minutes
  - (e) The bidding document;
  - (e) The bid
2. The mutual rights and obligations of RSSB and the Supplier shall be as set forth in the Contract, in particular:
  - (a) the Supplier shall supply the goods and related services in accordance with the provisions of the Contract; and



- 
- (b) RSSB shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year hereunder written.

For and on behalf of [name of Rwanda Social Security Board]

---

[Authorized Representative]

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

---

[Authorized Representative]



---

## Section VI. General Conditions of Contract

### 1. Object of the contract

1.1 The object of this contract is to supply to RSSB the goods and related services as specified in the list of goods and related services, technical specifications and supply requirements.

### 2. Definitions

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

- (a) “Contract” means the Contract Agreement entered into between RSSB 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 unless provided otherwise.
- (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) “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 RSSB in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to RSSB under the Contract.
- (i) “Rwanda Social Security Board” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (j) “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.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “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



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Services is subcontracted by the Supplier.

- (m) “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 RSSB and is named as such in the Contract Agreement.
- (n) “The Project Site,” where applicable, means the place named in the SCC.

### 3. Interpretation

3.1. If the context so requires it, masculine also means feminine, singular also means plural and vice versa.

#### 3.2 INCOTERMS

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

### 4 Contract Documents

4.1 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.

### 5 Fraud and Corruption

5.1 If RSSB determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then RSSB 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 3.1 of IS shall apply.

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

- (i) “corrupt practice”<sup>7</sup> means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence RSSB staff in the procurement process or in contract execution;
- (ii) “fraudulent practice”<sup>8</sup> means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead RSSB staff to obtain

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<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.



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a financial or other benefit or to avoid an obligation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “collusive practice”<sup>9</sup> means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the RSSB staff, Bidders, with or without the knowledge of RSSB, designed to establish bid prices at artificial, non-competitive levels; and

(iv) “coercive practice”<sup>10</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 harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(v) “obstructive practice” is

- (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an 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
- (ii) acts intended to materially impede the exercise of RSSB’s inspection and audit rights provided for under Clause 10 [Inspections and Audits by RSSB].

5.3 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.

## **6 Entire Agreement**

6.1 The Contract constitutes the entire agreement between RSSB 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.

## **7 Amendment**

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

7.2 The amendment shall not affect the substance and the nature of the original contract, and any

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<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.

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



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amendment increasing 20% of the contract shall require a new tender. However, for single source tenders RSSB Board of Directors may approve such increment.

## **8 No waiver**

8.1 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.

8.2 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.

## **9 Severability**

9.1 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.

## **10 Language**

10.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and RSSB, 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.

10.1 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.

## **11 Joint Venture, Consortium or Association**

11.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to RSSB 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 lead company serving as the authorized representative of others shall provide as part of their bid a written agreement confirming its representation and the scope of its powers. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of RSSB.

## **12 Notices**

12.1 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.

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



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### **13 Governing Law**

13.1 The Contract shall be governed by and interpreted in accordance with the laws of Rwanda.

### **14 Settlement of Disputes**

#### **14.1 Amicable Settlement**

14.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

#### **14.1 Other ways of dispute settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC**.

### **15 Inspections and Audit by RSSB**

15.1 The Supplier shall permit RSSB and/or persons appointed by RSSB 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 RSSB if required.. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of RSSB's inspection and audit rights provided for under Clause 10 constitute a prohibited practice subject to contract termination as well as to be excluded from participating in RSSB procurement.

### **16 Scope of Supply**

16.1 The Goods and Related Services to be supplied shall be as specified in the list of goods and related services, technical specifications and supply requirements.

### **17 Delivery and Documents**

17.1 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 list of goods , related services and technical specifications. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC**.

### **18 Supplier's Responsibilities**

18.1 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.

### **19 Contract Price**

19.1 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**.



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## 20 Terms of Payment

- 20.1** The Contract Price, shall be paid **as specified in the SCC**.
- 20.2** The Supplier's request for payment shall be made to RSSB 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.
- 20.3** Payments shall be made promptly by RSSB, but in no case later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and after RSSB has accepted it.
- 20.4** The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed. However, Companies registered in Rwanda or those owned by Rwandan nationals shall only be paid in Rwanda currency.
- 20.5** In the event of a disputed invoice, RSSB shall notify the supplier in writing of the **disputed** amount within fifteen (15) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, RSSB shall pay the remaining portions, if any, of such invoice.

## 21 Taxes and Duties

- 21.1** 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.
- 21.2** 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 RSSB.
- 21.3** If a specific law provides for tax exemptions, reductions, allowances or privileges RSSB shall use its best efforts to enable the Supplier to benefit from any such tax exemptions, reductions, allowances or privileges.

## 22 Performance Security

- 22.1** If required **in the SCC**, within the period specified by the procurement regulation, the Supplier shall, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.
- 22.2** The proceeds of the Performance Security shall be payable to RSSB as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 22.3** **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 RSSB; and shall be in one of the format stipulated by RSSB **in the SCC**, or in another format acceptable to RSSB.
- 22.4** The Performance Security shall be discharged by RSSB and returned to the Supplier in two phases. The first half shall be returned within thirty (30) days following provisional acceptance of goods (if there is any), and the second half shall be returned within thirty (30) days following the



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final acceptance of goods.

## **23 Copyright**

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

## **24 Confidential Information**

24.1 RSSB 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 RSSB 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.

24.2 RSSB 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 RSSB for any purpose other than the performance of the Contract.

24.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the RSSB or Supplier need to share with authorized institutions 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.

24.4 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.

24.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **25 Subcontracting**

25.1 The Supplier shall notify RSSB 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



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Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

**25.2** Subcontracts shall comply with the provisions of GCC Clauses 5 and 12.

## **26 Specifications and Standards**

### **26.1 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 V, 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 RSSB, by giving a notice of such disclaimer to RSSB.
- (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 RSSB and shall be treated in accordance with GCC Clause 33.

## **27 Packing and Documents**

**27.1** 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.

**27.2** 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 RSSB.

## **28 Insurance**

**28.1** 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**.

## **29 Transportation**

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



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### 30 Inspections and Tests

- 30.1** The Supplier shall at its own expense and at no cost to RSSB carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC**.
- 30.2** 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 RSSB.
- 30.3** RSSB or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that RSSB 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.
- 30.4** 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 RSSB. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable RSSB or its designated representative to attend the test and/or inspection.
- 30.5** RSSB 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.
- 30.6** The Supplier shall provide RSSB with a report of the results of any such test and/or inspection.
- 30.7** RSSB 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 RSSB, and shall repeat the test and/or inspection, at no cost to RSSB, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 30.8** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by RSSB 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.

### 31 Liquidated Damages

- 31.1** If the Supplier fails to deliver by the Date(s) of delivery period specified in the Contract, RSSB may without prejudice to other available remedies for RSSB, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 5% of the contract price. Once the maximum is reached, RSSB may terminate the contract. However, if the implementation of the contract



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continues penalties shall continue to accrue until full completion of the contract or **termination**.

## **32 Warranty**

- 32.1** 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.
- 32.2** 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.
- 32.3** 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.
- 32.4** In case of any defect, RSSB shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. RSSB shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5** 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 RSSB.
- 32.6** If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, RSSB 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 RSSB may have against the Supplier under the Contract.

## **33 Patent Indemnity**

- 33.1** The Supplier shall, subject to the RSSB's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless RSSB 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 RSSB 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.
- 33.2** 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.
- 33.3** If any proceedings are brought or any claim is made against RSSB arising out of the matters



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referred to in GCC Sub-Clause 28.1, RSSB shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the RSSB's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

33.5 RSSB 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.

33.6 RSSB 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 RSSB.

### **34 Limitation of Liability**

34.1 Except in cases of criminal negligence or wilful misconduct,

- (a) the Supplier shall not be liable to RSSB, 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 RSSB and
- (b) the aggregate liability of the Supplier to RSSB, 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 RSSB with respect to patent infringement

### **35 Change in Laws and Regulations**

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

35.2 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.



## 36 Force Majeure

- 36.1** 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.
- 36.2** If a Force Majeure situation arises, the Supplier shall promptly notify RSSB in writing within five (5) days of such condition and the cause thereof. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by RSSB 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.

## 37 Change Orders and Contract Amendments

- 37.1** RSSB 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 RSSB;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 37.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the RSSB's change order.
- 37.3** 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.
- 37.4** 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 and in the limits provided for by the Rules governing procurement in RSSB.

## 38 Extensions of Time

- 38.1** If at any time during performance of the Contract but not later the period **specified in SCC**, 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 RSSB in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, RSSB shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Unless and until the Supplier receives a notification of the new extended



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delivery date, there shall be no extension to the date.

**38.2** 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.

## **39 Termination**

### **39.1 Termination for Default**

- (a) RSSB, 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 RSSB 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 RSSB has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event RSSB terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), RSSB 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 RSSB 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.

### **39.2 Termination for Insolvency.**

- (a) RSSB 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 RSSB.

### **39.3 Termination for Convenience.**

- (a) RSSB, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the RSSB'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 RSSB at the Contract terms and prices. For the remaining Goods, RSSB 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



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completed Goods and Related Services and for materials and parts previously procured by the Supplier.

#### **40 Assignment**

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

#### **41 Export Restriction**

41.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to RSSB, 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 RSSB and of RSSB 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 RSSB's convenience pursuant to Sub-Clause 39.3.



## Section VII. 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.

[RSSB shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

<b>GCC 2.1(i)</b>	The Procuring Entity is: <b>Rwanda Social Security Board</b>
<b>GCC 2.1 (n)</b>	The Project Site(s)/Final Destination(s) is/are: <b>Respective locations</b>
<b>GCC 3.2 (b)</b>	The version edition of INCOTERMS shall be <b>DDP 2010</b>
<b>GCC 10.1</b>	The language shall be: <b>English</b>
<b>GCC 12.1</b>	For <b>notices</b> , RSSB's address shall be:  <b>Attention: Chief Executive Officer of RSSB through e-procurement system</b> Street Address: Ubumwe Cell, African Union Boulevard, Kiyovu, Nyarugenge, P.O BOX: 250 OR 6655 Kigali/ Rwanda; Tel. (+ 250) 220171000, (+250)788151000, Toll free line:4044. e-mail: <a href="mailto:procurement@rssb.rw">procurement@rssb.rw</a> .
<b>GCC 13.</b>	The governing law shall be the laws of Rwanda
<b>GCC 9.2</b>	The rules of procedure for dispute settlement proceedings pursuant to GCC Clause 14 shall be as follows:  <b>Option for litigation:</b>  "If the parties cannot settle the dispute amicably the matter shall be referred to national courts of competent jurisdiction."
<b>GCC 17</b>	Details of Shipping and other Documents to be furnished by the Supplier are [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc].  The above documents shall be received by RSSB before arrival of the Goods and, if not



	received, the Supplier will be responsible for any consequent expenses.
<b>GCC 19</b>	<p>The prices charged for the Goods supplied and the related Services performed [insert “shall” or “shall not,” as appropriate] be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these SCC for a sample Price Adjustment Formula]</p> <p><b>Not Applicable</b></p>
<b>GCC 20.1</b>	<p><b><i>Sample provision</i></b></p> <p>GCC 20.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of foreign currency portion shall be made in ( _____ ) [currency of the Contract Price] in the following manner:</p> <p>(i) <b>On Shipment:</b> The Supplier shall be paid Seventy (70) percent of the Contract Price of the Goods shipped upon presentation of all shipping documents including the bill of lading, insurances and any other required document according to the INCOTERMS used.</p> <p>(ii) <b>On Acceptance: Hundred (100) percent</b> of the Contract Price of Goods received shall be paid within forty (45) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by RSSB.</p> <p>Payment of local currency portion shall be made in <b>Rwandan Francs</b> within forty (45) days of presentation of claim supported by a certificate from RSSB declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Note:</b> The service provider shall submit of attendance lists accompanied with invoices not later than 15<sup>th</sup> of the following month.</p> <p>All payments will be made within fifteen (45) days after receipt and approval of the supplier’s invoice and shall be paid to the following account:</p> <p><b>Account Holder:</b> .....</p> <p><b>Account number:</b> .....</p> <p><b>Bank Name:</b> .....</p> <p><b>Bank Address:</b> .....</p>



<b>GCC 22.1</b>	<p>A Performance Security <b>shall not be required</b></p> <p>If a Performance Security is required, insert “the amount of the Performance Security shall be: <b>Not Applicable</b></p>
<b>GCC 22.3</b>	<p>If required, the Performance Security shall be in the form of: [insert “a Bank Guarantee” or ”]</p> <p>If required, the Performance security shall be denominated in [insert “a freely convertible currency acceptable to RSSB” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</p>
<b>GCC 22.4</b>	<p>Discharge of the Performance Security shall take place: [ insert date if different from the one indicated in sub clause GCC 17.4] <b>Not Applicable</b></p>
<b>GCC 27.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required] <b>Not Applicable</b></p>
<b>GCC 28</b>	<p>The insurance coverage shall be as specified in the INCOTERMS.</p> <p>If not in accordance with INCOTERMS, insurance shall be as follows:</p> <p>[insert specific insurance provisions agreed upon, including coverage, currency an amount] <b>Not Applicable</b></p>
<b>GCC 29</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with INCOTERMS, responsibility for transportations shall be as follows: [insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Rwanda, defined as the Project Site, transport to such place of destination in Rwanda, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of RSSB and the Supplier)] <b>Not Applicable</b></p>
<b>GCC 30.1</b>	<p>The inspections and tests shall be: <b>Respective locations</b></p>
<b>GCC 30.2</b>	<p>The Inspections and tests shall be conducted at: <b>Respective locations</b></p>
<b>GCC 31</b>	<p>The liquidated damage shall be: [insert number] % per day</p> <p>The maximum amount of liquidated damages shall be: [insert number] %</p> <p>Once the contract is not terminated while the maximum of liquidated damages of 5% is reached, the contract extension shall not exceed [insert time period] <b>Not Applicable</b></p>



<b>GCC 32.3</b>	The period of validity of the Warranty shall be: [insert number] days <b>Not Applicable</b> For purposes of the Warranty, the place(s) of final destination(s) shall be: [insert name(s) of location(s)]
<b>GCC 32.5</b>	The period for repair or replacement shall be: <b>Not applicable</b>
<b>GCC 32.6</b>	The period for repair the defect shall be: [insert number(s)] days. <b>Not Applicable</b>
<b>GCC 38</b>	The period for notification of the cause and the likely duration of delay [insert time period] <b>Not Applicable</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 RSSB are as follows:

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



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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. RSSB 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.



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## Section VIII. Contract Forms

### Table of Forms

1. CONTRACT AGREEMENT.....ERROR!  
BOOKMARK NOT DEFINED.

2. PERFORMANCE SECURITY.....83



# 1. Contract Agreement

This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between Rwanda Social Security Board (RSSB) represented by its Chief Executive Officer Mr/Mrs/Ms....., (Hereinafter referred to as “**the Client**” and ..... Ltd/Co, ..... incorporated in (Country) ..... under the Registry number ..... Represented by Mr/Mrs/Ms ....., ID/PC N°.....issued at.....the ..... of the company Hereinafter referred to as the “**Supplier**”.

## WHEREAS

- (a) RSSB has requested the Supplier to supply goods and related services as specified in the General Conditions of Contract attached to this Contract (hereinafter called the “Goods”);
- (b) the Supplier, having represented to RSSB that they have the required capacity, have agreed to supply the goods and related services on the terms and conditions set forth in this Contract;
- (d) RSSB has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the goods and related services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

**Or** (c) RSSB has received Government funds and intends \_\_\_\_\_

**Or** (c) RSSB has decided to allocate a portion of its own budget to finance \_\_\_\_\_

NOW THEREFORE the parties hereby agree as follows:

3. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The list of goods, technical specifications and supply requirements
- (d) Contract negotiations minutes
- (e) The bidding document;
- (e) The bid



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4. The mutual rights and obligations of RSSB and the Supplier shall be as set forth in the Contract, in particular:

- (a) the Supplier shall supply the goods and related services in accordance with the provisions of the Contract; and
- (b) RSSB shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year hereunder written.

For and on behalf of *[Rwanda Social Security Board (RSSB)]*

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[Authorized Representative]

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

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[Authorized Representative]



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## 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 Rwanda Social Security Board]*

**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 . . . Day/month/year..., and any demand for payment under it must be received by us at this office on or before that date. However, before that expiration date, if the planned contract execution period has been delayed or extended, or its value increased, the contractor shall respectively extend the validity period of this performance security or increase its amount accordingly.

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]*

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

<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 Rwanda Social Security Board.



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# **STANDARD CONTRACT FOR THE SUPPLY OF GOODS**

**FOR**

**NATIONAL CONTRACTS**





**RWANDA SOCIAL SECURITY BOARD (RSSB)**

**Contract for the supply of .....**

**by and between**

**Rwanda Social security Board (RSSB)**

**And**

.....

**Contract number: .....**

**Contract amount and currency: .....**

**Contract duration: .....**

**Contract administrator/Manager: .....**

**Date of contract: .....**



THIS CONTRACT (“Contract”) Hereinafter referred to as the “**Contract**” is entered into by and between Rwanda Social Security Board (RSSB) represented by its Chief Executive Officer Mr/Mrs/Ms....., (Hereinafter referred to as the “**RSSB**” and ..... Ltd/Cie, a ..... incorporated in (Country) ..... under the Registry number ..... Represented by Mr/Mrs/Ms ....., ID/PC N°....., issued at....., the ..... of the company Hereinafter referred to as the “**Supplier**”

#### 4. Article One: Definitions

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

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



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

(k) “**Supplier**” means ..... (name of the supplier)

(l) “**Purchaser**” means the ..... (name of the institution)

(m) **Corrupt practice** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence RSSB staff;

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

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

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

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

## 7. Article 2: The Object of the Contract

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

## 9. Article 3: Contract Documents

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



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## 10. Article 4: Language

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

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

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

## 14. Article 5: Notices

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

16. Rwanda Social Security Board:

17. ....

18. ....

19. ....

20. The Purchaser

21. ....

22. ....

23. ....

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

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



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## **26. Article 6: Contract management**

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

## **27. Article 7: Governing Law**

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

## **28. Article 8: Settlement of Disputes**

### **i. Amicable solution:**

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

### **ii. Litigation:**

1. “If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction.”
2. The language of arbitration shall be..... (choose the language).
3. The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs incurred including legal fees to be paid by the party against whom enforcement is ordered.



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## **29. Article 9: Inspections and Audit by RSSB**

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

## **31. Article 10: Duties and Obligations of the supplier**

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

## **Article 11: Delivery Period and place of delivery**

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

## **33. Article 12: Packaging, Marking and Delivery**

- a.** All Goods shall be packaged in accordance with the provisions of the Technical Specifications. Where no provisions are made in the Technical Specifications for packaging, the Goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b.** Unless otherwise stated in this Contract, all containers (including packing cases, boxes, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.
- c.** Where necessary, the Supplier shall:
  - i.** clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the RSSB's order and include a packing note stating the contents thereof;
  - ii.** on dispatch of each consignment, send to RSSB at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;
  - iii.** send to RSSB, a detailed priced invoice as soon as is reasonably practical after dispatch of the Goods, and



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- iv. State on all communications in the relevant order number and code number (if any).
- d. Goods shall be delivered on the days, between the times and at the address stated in this Contract.
- e. Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as **required** by the Contract, the Supplier shall be liable to make good to RSSB all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by RSSB in purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event RSSB shall be at liberty to retain the amount of any such loss or damage from any money due by RSSB to the Supplier but without prejudice to other methods of recovery open to RSSB.

### **Article 13: Quality**

- a. All Goods supplied shall comply with the requirements of the Technical Specifications, or shall conform in all respects to the sample which form part of the Contract.
- b. All Goods covered by this Contract shall be the subject of the RSSB's inspection and test at all times before, during or after manufacture. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by RSSB. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors.
- c. If the Supplier fails to supply Goods, materials, workmanship or services in accordance with the provisions of the Contract, RSSB may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.
- d. All rejects shall be held at the Supplier's risk and expense including all **transportation** and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples specified in this Contract.
- e. In the event of the Supplier failing to remove such rejected Goods within twenty (20) days of notification of the rejection, RSSB shall be at liberty to return them at the Supplier's risk, the cost of carriage being recoverable from the Supplier.

### **34. Article 14: Contract price**

- a. The contract price is ..... Rwanda **Francs** (..... **RWF**) all taxes included.
- b. The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof.



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- c. The contract price includes any fees, expenses or any other cost that the Supplier might incur in relation with this contract and no reimbursable shall be claimed by the Supplier.

#### **Article 15: Billing and Payment modalities**

- a. The Supplier shall be paid upon presentation to and approval by RSSB of an invoice of the goods supplied and accepted by RSSB.
- b. Each invoice shall be accompanied with the delivery note specifying the goods supplied and approved by RSSB and any other document specified in the contract documents. No invoice shall be accepted by RSSB nor delays in payment considered if the invoice is not accompanied by such documents.
- c. In the event of a disputed invoice, RSSB shall notify the Supplier in writing of the disputed amount within fifteen (15) days of the invoice reception date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, RSSB shall pay the remaining portions, if any, of such invoice.
- d. All payments will be made within fifteen (45) days after receipt and approval of the supplier's invoice and shall be paid to the following account:
  - 4. Account Holder: .....
  - 5. Account number: .....
  - 6. Bank Name: .....
  - 7. Bank Address: .....
- e. Notwithstanding the foregoing or anything to the contrary contained herein, the Supplier may, in its sole discretion and with thirty (30) days prior written notice to RSSB, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

#### **35. Article 16: Performance Security**

- a. The Supplier shall, before signature of this contract, provide a performance security in a form of ..... for the performance of the Contract equivalent to..... percentage of the total cost of the contract.
- b. The proceeds of the Performance Security shall be payable to RSSB as compensation for any loss



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resulting from the Supplier's failure to complete its obligations under this Contract.

- c. However, the performance Security shall be discharged by RSSB and returned to the Supplier in two instalments. 50% of the performance security shall be returned not later than thirty (30) days following the date of provisional acceptance of supplies, and the remaining 50% shall be returned not later than thirty (30) days following the date of final acceptance of supplies.

#### **36. Article 17: Confidential Information**

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

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

39. RSSB 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 RSSB for any purpose other than the performance of the Contract.

#### **40. Article 18: Subcontracting**

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

#### **41. Article 19: Penalties**

42. If the Supplier fails to deliver by the Date(s) of delivery period specified in the Contract, RSSB may without prejudice to other available remedies for RSSB, deduct from the Contract Price, as



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liquidated damages, a sum equivalent to 1% of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 5% of the contract price. Once the maximum is reached, RSSB may terminate the contract. However if the implementation of the contract continues penalties shall continue to accrue until full completion of the contract or termination.

#### **43. Article 20: Force Majeure**

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

**45.** If a Force Majeure situation arises, the Supplier shall promptly notify RSSB in writing within five (5) days of such condition and the cause thereof. The party claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by RSSB 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.

#### **46. Article 21: Change in Laws and Regulations**

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

**48.** 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.

#### **49. Article 22: Change Orders and Contract Amendments**

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

**51. b.** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly



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be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within five (5) days from the date of the Supplier's receipt of change order.

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

### 53. Article 23: Extensions of Time

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

### 54. Article 24: Termination

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

- (b) If the Supplier fails to perform any or all of its obligations within the period specified in this Contract, or within any extension thereof granted by RSSB.
- (c) If the Supplier fails to perform any other obligation under the Contract; or
- (d) If the Supplier or any of its employee, agent, in the judgment of RSSB has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing this Contract.
- (e) If the supplier becomes bankrupt or otherwise insolvent.



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- (f) In case of force majeure if there is no remedy within ..... (...) days from the day of notice of the event.

### **Termination for Convenience**

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

### **55. Article 25: Assignment**

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

### **57. Article 26: Warranties**

- a. The Supplier warrants that all the Goods are new, of good quality, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials,
- b. The Supplier warrants that goods supplied shall be free from all defects which can harm its normal use.
- c. The Supplier warrants remedying the defects within the reasonable time at his/her risks and expenses and without prejudice to any other rights which RSSB may have according to the Contract.
- d. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country.
- e. RSSB shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. Rwanda Social Security



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

#### **Article 27: Patent indemnity**

**58.** The Supplier shall, subject to prior the RSSB's notification specified in the paragraph b, indemnify and hold harmless RSSB 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 RSSB 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.

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

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

#### **Article 28: Miscellaneous**

##### **i. Entire Agreement:**

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

##### **ii. waiver:**

- a. No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.



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

**iii. Severability:**

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

**Article 29: Counterparts**

This Contract may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

**63. Article 30: Date of effectiveness of the contract**

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

**Rwanda Social Security Board (RSSB)**

By: \_\_\_\_\_

Name: .....

Title: .....

**The Supplier**

By: \_\_\_\_\_

Name: .....

Title: .....

Date: \_\_\_\_\_



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## ***TERMS OF REFERENCES FOR TENDER FOR HIRING SPORT SERVICES TO RSSB STAFF***

### **I. Objectives**

By initiating this tender, the bidder is expected to avail sports services and comply with enlisted required deliverables under below;

- ✓ Avail sports services/Equipment for the above listed all days at any time depending on the availability of staff but also abide by the working hours of the bidder;
- ✓ Prepare attendance lists before service delivery;
- ✓ Supervise the entry of RSSB Staff after verification of employee cards and they sign on attendance list;
- ✓ Submission of attendance lists accompanied with invoices not later than 15<sup>th</sup> of the following month.
- ✓ Provision of at least one (1) sport facility mentioned below;
- ✓ Ensure cleanliness of the sports center;
- ✓ Avail Bathrooms where applicable;
- ✓ Provide bathing soaps where applicable;

### **II. DURATION OF THE ASSIGNMENT**

The service will be provided for one year with possibility of renewal upon satisfactory performance of the service provider.

### **III. SITE VISIT DURING TENDER EVALUATION**

RSSB will carry out a mandatory site visit of centers during evaluation to assess the following:

- ✓ Availability of sports services/Equipments for the mentioned sport services
- ✓ Ensure cleanliness of the sports center;
- ✓ Availability of Bathrooms where applicable;



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***This tender has 2 lots as stated below:***

**Lot1:** Five-star hotels that will provide below sports services including Jacuzzi.

**Lot2:** Sports centers that will provide sports services to all RSSB staff

**Sports services needed are as follows;**

S/N	Sport services	Unit Prices
1.	Gym	
2.	Aerobics	
3.	Tennis	
4.	Massage	
5.	Swimming	
6.	Sauna and Steam baths	
7.	Jacuzzi (Only for five-star hotels)	

**Note:**

- *All prices must be taxes inclusive*
- *We shall take more than one Bidder of sports services for each district*
- *Period of time for the provision of sports services: One year subject renewal upon satisfactory performance of the service provider.*

**Evaluation Criteria**

1. Declaration of commitment
2. Trade licence/certificate for incorporation
3. Valid Social Security clearance certificate
4. Valid Tax clearance certificate
5. Proof of tender document payment

Financial offer of required Sports services (all taxes inclusive). Any offer above the normal sport center tariff will lead to disqualification of the center.

All interested bidders are required demonstrate their Full identifications including of Names of bidder, location, telephone number, Account number, email address, etc);

Bidders with one of the above-mentioned facilities are allowed to bid.

