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RWANDA MEDICAL SUPPLY (RMS) LIMITED

Title of the Tender:	**SUPPLY AND INSTALLATION OF MEDICAL EQUIPMEMT**
Tender Reference:	**089/G/ICB/2023/2024/RMS LTD**
Procurement Method:	**International Competitive Bidding**
Contract Type:	**FRAMEWORK AGREEMENT**
Date of issue:	**..22./..04./2024**
Date and time of submission and public opening of bids:	**Deadline for submission ..22/..04./2024 at 10am local time** **Public opening:..22/..04./2024 at 10:30 am local time**

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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.

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 II. 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 III. 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

This part comprises the form of contract that will be part

Invitation for Bids

TITLE: SUPPLY AND INSTALLATION OF MEDICAL EQUIPMEMT

Tender Number: 089/G/ICB/2023/2024/RMS Ltd

Type of contract: Framework Agreement

Client: Rwanda Medical Supply (RMS) Limited

Dear Esteemed bidders,

Rwanda Medical Supply Limited is a Central Medical Store which took over all the mission, business and services that were managed by Rwanda Biomedical center/Medical Procurement and Production Division(RBC/MPPD) with effect from 14th August 2020.This transfer was made with aim to deliver the better health service to our population.

RMS LTD now invites eligible bidders to submit their offers for the establishment of a framework agreement for **SUPPLY AND INSTALLATION OF MEDICAL EQUIPMEMT** AS indicated in the schedule of requirements. The framework agreement(s) shall be conducted for a period not exceeding three (3) years prior to a new competition. Such agreement shall be implemented by signing a one-year contract renewable annually upon satisfactory performance by the supplier.

The tender document shall be obtained from RMS Head Office on working day 08:30am to 5pm local time, from Monday to Friday, upon presentation of the proof of payment of a non-refundable fee of ten thousand (10,000) Rwandan Francs or its equivalent in freely convertible currency paid to one of the following accounts: 1000009586 (Currency: FRW) and 1000009624 (Currency: US$) – Swift Code: BNRWRWRW) of CAMERWA ASBL opened at NATIONAL BANK OF RWANDA and 00040-00049366-26 of RMS LTD, opened in BANK OF KIGALI.

The bids shall remain valid for a period of 120 days starting from the submission deadline above mentioned.

All bids shall be accompanied by a Bid security of 2% of total amount of bid or its equivalent in a freely convertible currency, duly signed and sealed by the guarantor.

Well printed bids, properly bound and presented in two copies, one of which is the original, must be couriered or hand-delivered in a sealed envelope marking the reference number of the tender must be submitted at the reception of the address below before **……/……/2024** at 10:00 am local time. Late bids will not be accepted. Bids opening will be the same day at **10:30am** local time at the following address.

RWANDA MEDICAL SUPPLY (RMS) LIMITED

Village: Virunga

Cell: Kibaza

Sector: Kacyiru

District: Gasabo

KN 8 Ave, Kigali

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

Done at Kigali on 22/03/2024

Dr. Loko Abraham
Chief Executive Officer

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PART 1 - BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

1. Scope of Bid

1.1 Rwanda Medical Supply ltd, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section II, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **SUPPLY AND INSTALLATION OF MEDICAL EQUIPMEMT. 089/G/ICB/2023/2024/RMS Ltd**

1.2 The name, identification, and number of lots are: **SUPPLY AND INSTALLATION OF MEDICAL EQUIPMEMT 089/G/ICB/2023/2024/RMS Ltd #lots:5 (The lot is indivisible, evaluation will be done by lot)**

1.3 Throughout these Bidding Documents:

(a) "Rwanda Medical Supply ltd" means the agency with which the selected Consultant signs the Contract for the Services.

(b) "Contract" means the agreement between the Rwanda Medical Supply ltd and the successful bidder.

(c) "Day" means calendar day.

(d) "Government" means the Government of the Republic of Rwanda.

(e) "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their Bids.

(f) "SBD" means the Standard Bidding Document, which must be used by the RMS ltd as a guide for the preparation of the Bidding Document.

(g) "Sub-Contractor" means any person or entity with whom the Bidder subcontracts any part of the Supplies.

(h) the "lowest – evaluated bid" means a bid which is substantially responsive and offers the lowest price.

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2. Source of Funds

The Rwanda Medical Supply ltd has received funds (hereinafter called "funds") from Ordinary Budget toward the cost of the project **SUPPLY AND INSTALLATION OF MEDICAL EQUIPMEMT, 089/G/ICB/2023/2024/RMS Ltd.** The Client intends to apply a portion of the funds to the payments under the contract for which these Bidding Documents are issued.

3. Fraud and Corruption

3.1 Rwanda public procurement policy requires that all bidders, suppliers, and contractors, their subcontractors and the procuring entities representatives, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, Rwanda Public Procurement Authority:

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

(i) "corrupt practice"[2] means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity

(ii) "fraudulent practice"[3] means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation

(iii) "collusive practice"[4] means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant

(iv) "coercive practice"[5] means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance

(v) "obstructive practice" is

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

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

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

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

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

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

(bb) acts intended to materially impede the exercise of the RMS Ltd 's inspection and audit rights provided for under sub-clause 3.1 (e) below.

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

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

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

4. Eligible Bidders

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

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 any regulatory body in collaboration with stakeholders in public procurement.

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

(i) The bidder is currently blacklisted

(ii) The bidder has been prosecuted and found guilty in court, including any appeals process on corruption charges

(iii) The bidder is bankrupt

(iv) The Bidder has been excluded in accordance with regional or international conventions.

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

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

(a) are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process. 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 RMS Ltd, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified of RMS Ltd or other regulatory bodies.

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

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Rwanda Medical Supply ltd shall reasonably request.

5 Eligible Goods and Related Services

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

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

A. Contents of Bidding Documents

6 Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8. Each page of the bidding document shall bear the procuring entity's stamp.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Forms

PART 2 Supply Requirements

- Section III. Schedule of Requirements

PART 3 Contract

6.2 The Invitation for Bids issued by the Rwanda Medical Supply ltd is part of the Bidding Documents.

6.3 The Rwanda Medical Supply ltd is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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

7 Clarification of Bidding Documents

Any bidder may request in writing to the procuring entity, at its address rmsltd.procurement@rmsltd.rw and info@rmsltd.rw and copy dishimwe@rmsltd.rw, jmurwanashyaka@rmsltd.rw and imahirwe@rmsltd.com for clarifications on the bidding document. The Rwanda Medical Supply ltd shall respond to any request for clarification within five (5) days from the day of its reception. Any clarification may be requested by writing within four-sixths (4/6) of the deadline period for the submission of tenders as of the date of tender notice publication.

The Rwanda Medical Supply ltd shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the Procuring Entity. Should the Rwanda Medical Supply ltd deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under the Clause 8.

8 Modification to the Bidding Documents

8.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, the Rwanda Medical Supply ltd 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[6] and shall be made public through the communication channel that the Rwanda Medical Supply ltd used to advertise the initial tender notice. Bidders who were given copies of addendum after they had bought the bidding document shall acknowledge receipt of each addendum in writing to the Procuring Entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Rwanda Medical Supply ltd may, at its discretion, extend the deadline for the submission of bids, as stated in the tender notice.

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B. Preparation of Bids

[6] *It is therefore important that the Rwanda Medical Supply ltd maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.*

9 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Rwanda Medical Supply ltd shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The Rwanda Medical Supply ltd shall not be liable for any consequences related to the rejection of all bids or the cancellation of the procurement proceedings due to the reasons provided for by the law on public procurement as modified and completed to date, unless it is proved that it was a consequence of its irresponsible conduct.

However, the Rwanda Medical Supply ltd may charge a 100 RWF per page for obtaining copies of the bidding documents determined by the internal procurement manual. The cost of the bidding document shall only be equivalent to the amount of money required to cover costs of its reproduction and its distribution.

10 Language of Bid

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

11 Documents Comprising the Bid

The Bid shall comprise the following:

a) Bid submission form (signed and stamped by the legal representative of the company) and Price schedules well printed and properly organized.
b) Copy of Trading License / full Certificate of company registration duly indicating the area of business (should be medical related)/ Certificate of incorporation (for foreign companies)
c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of Attorney) in case the person who signed the bid is not the legal representative,
d) Bid Security is 2% of the total amount of the bid
e) Tax clearance certificate: a copy of a valid Tax clearance/ non clearance certificate issued by Rwanda Revenue Authority *(RRA (For local bidders only)* or equivalent for foreign companies
f) A valid copy of the social security certificate issued by Rwanda Social Security Board (RSSB) *(For local bidders only)*

g) A valid copy of license to operate a wholesale pharmacy issued by RFDA (for local bidders only) or an authorization of any stringent authority for foreign companies
h) Proof of payment of tender document
i) At least three similar references aged less than 5 years {executed contracts of the same nature (medical equipment) and of with almost the same volume (The total amount of the provided references shall be at least 2/3 of the total cost of lots quoted for)} accompanied by copies of certificate of good completion from public institutions, reputable NGOs or organizations

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

TECHNICAL DOCUMENTS

j) Original Manufacturer authorization stamped and signed: Is required when the manufacturer authorizes any other distributor to bid on his/her behalf.
k) A verifiable copy of Valid ISO 13485 of the Manufacturer or equivalent
l) A valid CE Marked and/or US FDA Approved certificate or Equivalent by Manufacturer to attest the good practice of the manufacturer
m) Detailed technical specifications of the equipment including the manufacturer, manufacturing site/plant and manufacturer website & contacts for due diligence
n) Catalogues or prospectus *Note: Where the catalogue gives more than one brands/model, the bidder must specify which model is proposed that corresponds to the quoted price. The catalogue should be available at Manufacturer's website.*
o) A well filled compliance sheet/comparison table which shows resemblances and differences against the provided specifications and, with explanations.
p) CV and license of the company Biomedical Engineer.
Well detailed CV+ relevant professional certificates of the proposed engineer who will assist in after sale service. He must have an engineering degree in biomedical field and a vast experience working in installation, maintenance and training of installed medical equipment
q) Warranty certificate and commitment letter for after sales service and support (1-year warranty inclusive spare part and labour against manufacturer defects and One-year free preventive maintenance service (minimum 2 services) where required in the compliance sheet.
r) Commitment letter for onsite training of End user staff RBC and Hospital technical staff during the installation and commissioning of the awarded equipment by factory/manufacturer trained personnel.

N.B: Joint Venture is not applicable

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FINANCIAL DOCUMENTS

s) Price schedule well filled, dated and signed, using the form provided along with the tender document which covers the total cost of equipment, insurance in transportation, Rwanda FDA inspection fees, customs fees, transport up to final destination, installation, testing & commissioning, training on site during installation and after sale service/one-year warranty). Local bidders are required to bid in Rwandan Francs, and for foreigner bidders can bid in any international convertible currency

Price schedules dated and signed, using the form provided along with the tender document showing the DDP prices.

t) The INCOTERM is DDP at site (per purchase order)

N.B Due to the fact that this will be a framework contract the quantities in this tender are for numerical purposes. The quantities will vary with purchase orders

12 Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section II, 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 II, Bidding Forms.

13 Alternative Bids

Alternative Bids **shall not** *be* considered with the only exception being the alternative mode of transportation

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.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section II, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:

(a) For Goods manufactured in Rwanda:

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

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

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

(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 price schedule;

(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 price schedule;

(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 price schedule;

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

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

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

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

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

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

(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 **price schedule.** 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 **price schedule,** 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 **price schedule,** 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 (Rwandan companies) /or any convertible currency the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **price schedule.**

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. The authority to establish the exchange rate shall be the ***"National Bank of Rwanda". The exchange rate considered shall be the selling exchange rate of the day of opening of bids.***

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 National Bank of Rwanda 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 III, 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 following commencement of the use of the goods by the Procuring Entity. Period of time the within which Goods are expected to be functioning (for the purpose of spare parts): life-span of the goods. N/A

16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Rwanda Medical Supply ltd in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

17 Documents Establishing the Qualifications of the Bidder

Manufacturer's authorization is **Required if the bidder is not the manufacturer.**

18 Bids Validity Period

18.1 Bids shall remain valid for the period 120 days after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Rwanda Medical Supply ltd as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Rwanda Medical Supply ltd 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

21.1The Bidder shall furnish as part of its bid, a Bid Security, if required.

21.2 The Bid Security shall be in the amount specified in the tender notice 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 substantially in accordance with one of the forms of Bid Security included in Section II, Bidding Forms, or other form approved by the Rwanda Medical Supply ltd prior to bid submission;

(c) be payable promptly upon written demand by the Rwanda Medical Supply ltd in case the bidder withdraws the bids or fails to sign the contract.

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;

21.3 If a Bid Security is required, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Rwanda Medical Supply ltd as non-responsive.

21.4 A bid security issued by a local financial 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

21.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's contract signature.

21.6 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

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

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

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

21.8 If a bid security is **not required.**

21.9 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form.

21.10 if the successful Bidder fails to: sign the Contract or furnish a performance security.

21.11 The Rwanda Medical Supply ltd may declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the Internal Procurement Manual.**

19 Format and Signing of Bid

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

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

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

C. Submission and Opening of Bids

20 Submission, Sealing and Marking of Bids

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

Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, 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 inner envelopes shall bear the name and address of the Bidder;

(a) The outer envelopes must be anonymous and be addressed to the Rwanda Medical Supply ltd; and

(b) The outer envelopes must bear the specific identification of this bidding process indicated in the tender notice and any additional identification marks as **specified in this tender document;** and

(c) Bear a warning not to open before the time and date for bid opening, in accordance with the tender notice.

20.2 If all envelopes are not sealed and marked as required, the Rwanda Medical Supply ltd will assume no responsibility for the misplacement or premature opening of the bid.

21 Deadline for Submission of Bids

21.1 Bids must be received by the Rwanda Medical Supply ltd at the address and no later than the date and time **specified in the tender notice.**

21.2 The Rwanda Medical Supply ltd may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Rwanda Medical Supply ltd and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Bids

The Rwanda Medical Supply ltd shall not consider any bid that arrives after the deadline for submission of bids, as specified in the tender notice. Any bid received by the Rwanda Medical Supply ltd after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

23 Withdrawal, Substitution, and Modification of Bids

23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney), except that no copies of the withdrawal notice are required. The corresponding substitution or modification of the bid must accompany the respective written notice.

23.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

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

24 Bid Opening

24.1 Bid opening will be done physically in the presence of bidders who wishes to attend or automatically by the system and opening report will be available to the public by the system.

D. Evaluation and Comparison of Bids

25 Confidentiality

25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

25.2 Any effort by a Bidder to influence the Rwanda Medical Supply ltd 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 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Rwanda Medical Supply ltd on any matter related to the bidding process, it should do so in writing .

26 Clarification of Bids

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

Supply ltd in the Evaluation of the bids. At his/her own initiative, a bidder may provide clarifications on his/her bid but which shall not change its price or substance.

27 Responsiveness of Bids

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

27.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

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

27.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Rwanda Medical Supply ltd and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28 Non-conformities, Errors, and Omissions

28.1 Provided that a Bid is substantially responsive, the Rwanda Medical Supply ltd may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

28.2 Provided that a bid is substantially responsive, the Rwanda Medical Supply ltd may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.3 Provided that the Bid is substantially responsive, the Rwanda Medical Supply ltd shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Rwanda Medical Supply ltd there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

29 Preliminary Examination of Bids

29.1 The Rwanda Medical Supply ltd shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

30 Examination of Terms and Conditions; Technical Evaluation

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

The Rwanda Medical Supply ltd shall evaluate the technical aspects of the Bid submitted as specified in this tender document, to confirm that all requirements specified in Section III, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Rwanda Medical Supply ltd determines that the Bid is not substantially responsive, and shall reject the Bid.

31 Conversion to Single Currency

For evaluation and comparison purposes, the Rwanda Medical Supply ltd shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency Rwandan Francs using the selling exchange rates established by National Bank of Rwanda and on the opening date.

32 Domestic Preference

Domestic preference shall be a factor in bid evaluation in compliance with procurement Principles .

33 Evaluation of Bids/Financial

33.1 The Rwanda Medical Supply ltd shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 To evaluate a Bid, the Rwanda Medical Supply ltd shall only use all the factors, methodologies and criteria defined in this Tender Document. No other criteria or methodology shall be permitted.

33.3 To evaluate a Bid, the Rwanda Medical Supply ltd shall consider the following:

(a) evaluation will be done for Items or Lots and the Bid Price as quoted.

(b) price adjustment for correction of arithmetic errors shall be done where necessary.

(c) price adjustment due to discounts offered where applicable.

(d) adjustments due to the application of the evaluation criteria from amongst those set out in Section I, Evaluation and Qualification Criteria;

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

(a) In the case of Goods manufactured in Rwanda, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

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

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

33.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section I, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be specified

33.6 These Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Rwanda Medical Supply ltd to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section I, Evaluation and Qualification Criteria.

34 Comparison of Bids

The Rwanda Medical Supply ltd shall compare all substantially responsive bids to determine the lowest-evaluated bids.

35 Post-qualification of the Bidder

35.1 The Rwanda Medical Supply ltd shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

35.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Rwanda Medical Supply ltd shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

The Rwanda Medical Supply ltd 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 signature by both parties, without thereby incurring any liability to Bidders.

E. Award of Contract

37 Award Criteria

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

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

At the time the Contract is awarded, the Rwanda Medical Supply ltd reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in this tender document , Schedule of Requirements, provided that this does not exceed 20% of the initial scope , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

39 Notification of Award

39.1 Before the expiry of the bid validity period, the Rwanda Medical Supply ltd 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 five (5) days in which to lodge a protest, if no protest, both successful and unsuccessfully bidders would be given a final notification before a contract is signed with the successful bidder(s).

39.3 The successful bidder may be required to provide a performance security in accordance with the internal procurement manual. Such a security shall be between 5-10 % of the contract Price/order Price

39.4 Upon signature of a contract, the Rwanda Medical Supply ltd shall discharge their bid security to all bidders.

39.5 The written contract shall base on the bidding document, the successful bid, any clarification received and accepted, and any correction made and negotiations agreement between the Rwanda Medical Supply ltd and the successful bidder.

40 Signing of Contract

40.1 Promptly after final notification, the Rwanda Medical Supply ltd shall send, to the successful Bidder, the draft agreement for review and signature.

40.2 Within 15 (fifteen) days, after receipt of the Agreement, the successful Bidder shall sign, date, stamp and return it to the Client.

40.3 In case signing of the Contract Agreement is prevented by any export restrictions attributable 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 the Rwanda Medical Supply ltd 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 days, after receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with clause 39.3, using for that purpose the Performance Security Form included in Section III Contract forms, or another Form acceptable to the Procuring Entity.

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

Section II. Bidding Forms

Bidder Information Form

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

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

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

Page _____ of_ _____ pages

1. Bidder's Legal Name [*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]*

☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

☐ In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1.

☐ In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

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

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____*[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

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

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

(e) Our bid shall be valid for the period of time specified in tender notice and article 18 of the tender document, from the date fixed for the bid submission deadline in tender notice, 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 Clause 42 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with tender document, Sub-Clause 4.4;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by any regulatory body, in accordance with Sub-Clause 4.4;

(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]*

RWANDA MEDICAL SUPPLY
le | Affordable

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 this Price Schedule Form in accordance with the instructions indicated. The list of line items in column 1 of the ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Rwanda Medical Supply ltd in the Schedule of Requirements.]*

PRICE SCHEDULE FOR INTERNATIONAL SUPPLIERS

1	2	3	4	5	6	7	8			9			10			11	12
Line Item N°	Description of Goods as per bidding document	Description of Goods as per bidders Offers	**Manufacturer and Country of origin**	Manufacturing site / plant	Qty	Pack Size	PRICE FOB			PRICE CIP Kigali International airport **[BY AIR]**			PRICE CIP KIGALI **SEA+ROAD**			Delivery Period = final destination as defined by incoterms, upon receipt of firm order **[BY AIR]**	Delivery Period = final destination as defined by incoterms, upon receipt of firm order **[BY MULTIMODAL: SEA+ROAD]**
[insert number of the item]	*[insert name of good]*	*[insert name of good]*	*[insert manufacturer and country of origin]*	*[insert manufacturing site / plant]*		***[insert the offered pack size***	*Unit price per **1 piece,***	***[insert unit price per offered pack size***	***[insert Total price***	*Unit price per **1 piece,***	***[insert unit price per offered pack size***	***[insert Total price***	*Unit price per **1 piece***	***insert unit price per offered pack size***	***[insert Total price***	*[insert Delivery Period, for Airfreight]*	*[insert Delivery Period, for Multimodal transport: Seafreight+Road]*

Faster | Reliable | Affordable
RWANDA MEDICAL SUPPLY

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

PRICE SCHEDULE FOR LOCAL SUPPLIERS

1	2	3	4	5	6		7	8		9		
Line Item N°	Description of Goods as per bidding document	Description of Goods as per bidders offers	**Manufacturer** and **Country of origin**	Manufacturing site / plant	Quantity	Pack Size	PRICE DDP RMS KIGALI			Delivery Period = final destination as defined by incoterms, upon receipt of firm order		
[insert number of the item]	*[insert name of good]*	*[insert name of good]*	*[insert manufacturer and country of origin]*	*[insert* manufacturing site / plant*]*		***[insert the offered pack size***	*Unit price per* ***1 piece,***	*[insert* ***unit price per offered pack size***	*[insert* ***Total price***	*[insert* ***Total price***	*[insert Delivery Period, for Airfreight]*	*[insert Delivery Period, for Multimodal transport: Seafreight+Road]*

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

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Bid Security (Bank Guarantee)

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

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

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

Date: _____

BID GUARANTEE No.: _____

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Rwanda Medical Supply ltd 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 tender document.

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

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

_____ *[Name, Position, signature(s) and stamp of the authorised bank official(s)]*

Manufacturer's Authorization

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

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

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

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

To: [*insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

PART 2 – SUPPLYING REQUIREMENTS

Section III. Supply Requirements

Notes for Preparing the Schedule of Requirements

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

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

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

LOT 1

SN	ITEMS	Estimated Quantity	Unit price	Total Price
1	Electric needle destroyer	30		
2	Apnea monitor	34		
3	Breast milk warmer	21		
4	Pediatric Esophagoscope	16		
5	Vaccum extraction	37		
6	pediatric stethoscope	40		
7	adult weighing scale	56		

LOT 2

1	ITEMS	Estimated Quantity	Unit price	Total Price
2	Hematology roller mixer	6		
3	Micropipettes	90		
4	Slide drying bench	15		
5	Slide box	15		
6	Plastic graduated cylinder	20		
7	Wash bottle pissettes	22		
8	Basic glass ware	14		
9	Wall thermometer	60		
10	Timer/ electronic chronogram – beeper	100		

LOT 3

1	Item	Estimated quantity	Unit price	Total Price
2	Working Table	20		
3	Washing Endoscopy Table	20		
4	Washing Table	20		
5	Central work table	20		
6	Levels Flexible Rack	25		
7	Manual Trolley	50		
8	Anesthesia Rack	50		
9	Packaging table	10		
10	Low Clinical Shelf	12		
11	High rod shelf	13		
12	Table for classification of surgical textile	40		
13	High rod shelf	20		
14	Low clinical shelf	20		
15	Hermetic trolley	25		

LOT 4

SN	Item	Estimated quantity	Unit price	Total Price
1	Cleaning Gun	50		
2	High Shelf	15		
3	Ultrasonic cleaner	15		
4	Basket	50		
5	MIC Rack	15		
6	Pouch Sealin machine	15		

7	Rolls and Paper dispenser	10		
8	Water softener with 60 liter	10		

LOT 5

SN	Item	Estimated quantity	Unit price	Total Price
1	Steam Sterilizer 250 liter	50		
2	Steam Sterilizer 321 liter	15		
3	Low Temperature Sterilizer 145 liter	15		
4	Reverse Osmosis Treatment Plant	50		
5	Drums	15		
6	Stainless Steel Table	15		

TECHNICAL SPECIFICATION

1. ELECTRIC NEEDLE DESTROYER
1. Should be lightweight, portable and compact.
2. Housing should be moulded type, shock proof and made of ABS Plastic /Stainless Steel 304 Grade.
3. Should provide a removable discharge tray made for easy disposal of syringe hubs.
4. Should have the provision to burn the needle & to cut the syringe tips.
5. Should have a High Carbon Steel Cutter to cut syringes.
6. Should be able to destroy needles of type up to 18G.
7. Should be able to destroy minimum of 5 injection needles on continuous operation.
8. Should have a Heavy Duty Transformer and works on 220-240 Vac/50 Hz electric supply.
9. Should have a Power On/Off switch and an indication for power.
10. Should be properly insulated for the protection from electrical hazard.

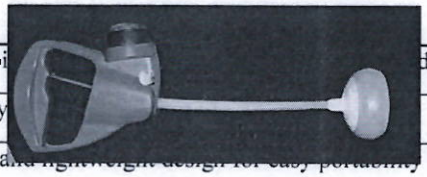
11. Should provide with 5 Nos fuse of adequate rating
Iso Certificate
US FDA or CE Crtificate
2. Apnea monitor QTY: 1
Detection Method:
Utilizes impedance, piezoelectric, or other appropriate sensor technologies to detect respiratory movements and apnea episodes.
Breathing Rate Measurement:
Measures and displays the patient's breathing rate in breaths per minute (BPM).
Apnea Detection:
Detects episodes of apnea based on preset criteria (e.g., absence of respiratory movement for a specified duration).
Sensitivity Settings:
Adjustable sensitivity settings to customize apnea detection based on the patient's age, condition, or clinical requirements.
Alarm Systems:
Comprehensive alarm system to notify healthcare providers of apnea episodes, including audible alarms, visual indicators, and possible remote notifications.
Adjustable alarm thresholds and delay settings to minimize false alarms while ensuring prompt detection of critical events.
Alarm Categories:
Differentiates between apnea alarms, low heart rate alarms, and low oxygen saturation alarms to provide specific alerts for different events.
Heart Rate Monitoring:
Monitors and displays the patient's heart rate (pulse rate) in beats per minute (BPM).
Triggers an alarm for low heart rate (bradycardia) or irregular heart rate patterns.
Oxygen Saturation Monitoring:
Monitors and displays the patient's oxygen saturation (SpO2) levels continuously.
Triggers an alarm for low oxygen saturation (hypoxemia).
Display and User Interface:
Clear and easy-to-read display showing real-time data, including respiratory rate, heart rate, oxygen saturation, and alarms.
Intuitive user interface with touchscreens or buttons for settings adjustment and parameter configuration.
Data Storage and Connectivity:
Data storage for storing patient information, monitoring data, and alarms history for review and analysis.
Connectivity options for data transfer to electronic medical records (EMR) or other healthcare information systems.
Power Options:

Compatibility with standard power sources (AC) and possibly battery backup to ensure continuous monitoring in case of power interruptions.
Size and Portability:
Compact and portable design for easy integration into various healthcare settings and transport within the hospital.
Material and Cleaning:
Use of materials that are easy to clean and disinfect to maintain a hygienic environment.
3. Breast milk warmer QTY: 1
Temperature Range:
Adjustable temperature settings within a safe and appropriate range for warming breast milk (e.g., 37-40°C or 98-104°F).
Rapid and Uniform Heating:
Rapid heating capability to warm breast milk quickly while maintaining an even and consistent temperature throughout the milk.
Temperature Display and Controls:
Clear and easy-to-read digital temperature display to monitor the warming process.
User-friendly controls, such as buttons or a touchscreen, to adjust and set the desired warming temperature.
Heating Methods:
Utilizes water bath, steam, or other safe and effective heating methods to warm breast milk evenly without hot spots.
Automatic Shut-Off:
Automatic shut-off feature to prevent overheating and ensure the breast milk reaches the desired temperature without exceeding it.
Compatibility with Bottle Types:
Compatibility with various bottle sizes and materials, including glass and plastic bottles, to accommodate different users' needs.
Safety Features:
Overheat protection to prevent the warmer from exceeding safe temperature levels.
Low-water level detection and auto shut-off to avoid operation without sufficient water.
Warming Time:
Efficient and time-saving warming process to warm breast milk within a few minutes.
Ease of Use:
Simple and intuitive design for ease of use, setup, and operation.
Single-button or one-touch operation for convenience.
Capacity:
Suitable capacity to accommodate multiple bottles or containers at once for efficient warming, especially in case of twins or multiples.
Compatibility with Breast Pump Bottles:

4. RIGID ESOPHAGOSCOPE SET- PAEDIATRIC
1 Straight Forward Tele- scope 0', diameter 2.9 mm, working length 36 cm, auto- clavable. Fiber optic iigtrt transmission incorporated' Color code: green
2 Esophagoscope Tube, length 30 cm, size 6
3 Esophagoscope Tube, length 30 cm, size 5
4 Esophagoscope Tube, size 4, outer diameter 6.7 mm, inner diameter 6'2 mm, length 30 cm
5 Prismatic Light Deflector, autoclavable, with connection for fiber optic light cable
6 Rubber Telescope Guide for use with telescopes or optical forceps
7 Optical Forceps, with spring- action handle for controlled removal of peanuts and soft foreign bodies, for use with Telescope
8 Optical Alligator Forceps for Pediatric Broncho-Esophagoscopes' for use with telescope, forced controlled handle for removal of hard foreign bodies
9 Rigid suction Tube, with rubber tip, straight, outer diameter @ 2 mm, working length 35 cm
10 Cotton Carrier, working length 35 cm
12 ponge Holder, spring handle, working length 35 cm

5. Vaccum extraction

A device used to help move the baby through the birth canal. The vacuum uses a soft plastic cup that attaches to the baby's head with suction to help pull it out.



Compatibi ds, enabling direct warming of milk in the storage bottle.
Portability
Compact a and storage, making it suitable for home and travel use.
Material and Cleaning:
Use of materials that are easy to clean and maintain for hygienic purposes.
Removable parts and dishwasher-safe components for convenient cleaning.
Power Options:
Compatibility with standard electrical outlets and voltage.
Optional battery-powered or portable options for use in various settings, including travel.

6. peadiatric stethoscope

Pediatric stethoscope
Chestpiece diameter 33 mm
Tunable, dual sided stainless steel chestpiece with open or closed bell
- 46 cm long tube
- Non-chill ring of the same color as the tube
- Steel lyre with plastic end caps
- Double tubing leads to a better integrated internal acoustic
Supplementary delivery for each unit: 1 diaphragm, 3 pair of end caps and a protective bag
7. adult weighting scale
Personal scales with display on column
Features required:
Sturdy steel weighing plate with a non-slip and wear-resistant surface
For easy and hygienic cleaning
Secure and non-slip positioning with height-adjustable rubber feet.
Level indicator to level the balance precisely
Dynamic weighing function that allows determination of a stable weighing value, ideal for restless patients
Intuitive operation using a keypad or equivalent
PRE-TARE function for at least 5 different weights
BMI function to determine normal weight / surplus weight
It shall have digital/LED display
Measurement range 0-220 kg
Supplied with:
Mechanical Height rod shall be 60 - 220 cm
Protective working cover over the display device
Calibration certificate to be provided within the bid document
CE or FDA Certification

LOT 2

TECHNICAL SPECIFICATION
1. Hematology roller mixer
Specifications and features

Roller : at least 4 rollers with diameter from 25 to 30 cm
Speed: 30-50 rpm
Capacity: 10 – 20 sample tubes
Swing Amplitude : 22 ± 1 mm
ELECTRIC , SAFETY AND ENVIRONMENTAL
Power input : 220-240Vac , 50/60Hz
Power Rating : ≤ 15W
Protection : Class I
Temperature of 15°C to 37°C
Relative humidity of 20-80%
ISO CERTIFICATE
US FDA OR CE APPROVED
1 diamond pencil
3 brushes for cleaning conical tubes (25 x 150 x 450 mm)
12 Centrifuge tubes – conical tubes (16 x 100mm)
1 Support for coloring (380 x 170 x 80)
1 Graduated cylinder, tall type made of polypropylene, 500ml
1 Graduated tube, tall type made of glass, 25 ml
1 beaker, short type, 400ml
3 flasks made of brown glass with a pipette and rubber dropper
1 Polypropylene flasks – water tight cover, 1000ml
1Wooden clamp with spring, 180mm
1 Slide clamp, stainless Nickel – curved 105 mm
1 polypropylene canalized funnel – short stem – 80mm
2 Support for tubes – 16 mm- polypropylene – 10 places
2 sampling spoons, acid resistant strings – 0.5 x 40mm
1 string carrier for the sampling spoons
2. Micropipettes
Expected technical specification
Adjustable micropipettes
Set of adjustable micropipettes including :
Adjustable micropipettes 5 - 50 µl, (accuracy +/- 3,0 to +/- 0,8 %)

Adjustable micropipettes 100 - 1000 µl, (accuracy +/- 2,5 to +/- 0,8 %)
Adjustable micropipettes 200 - 1000 µl, (accuracy +/- 1,6 to +/- 0,6 %)
ISO CERTIFICATE
US FDA OR CE APPROVED
3. Cool box
Expected technical specification
Vaccine carriers for the conservation and transportation of small quantities of vaccines for a period of 1 to 2 days, with a capacity of 1.8 Litres , conforming to the UNICEF/WHO standards.
Storage capacity: 1.8 Litres
Duration of cold storage, without opening at 43°C: 33 hours
Material of the exterior surface: Polyethylene
Isolation material: Polyurethane
Number of necessary coolers: 10
Approximate dimensions: 24 x 24 x 33 cm
Delivered with 10 ice packs of 0.3 litres each.
4. Slide drying bench
Expected technical specification
A slide drying bench accepting up to 50 slides, having the facility for drying slides in different orientations- across the drying support bars, angled from the bars, or flat without the bars.
It must have an On/Off switch and "Power On" and "Heater On" indicators.
Low air turbulences for applications with light samples
The silicone rubber mat element heater providing heating up to 60°C, and the temperature controlled from 10°C to 60°C by a built-in energy regulator.
The case and top are powder-coated aluminium and the unit comes complete with handy carrying handles.
Up to 50 slides capacity
The slides can be arranged on the bench in different orientations
Built-in energy regulator controlling temperature up to 60°C
2 Neon indicators: "Power On" and "Heater On"
Replacement elements easy fitted by user
Electrical requirements: 220/240V, 50Hz, 150W
ISO CERTIFICATE
US FDA OR CE APPROVED
5. Slide box
These Slide Box are suitable for holding standard 25 x 75 mm microscope slides.

Uniform grooved slide slots separates slides and prevents it to come in contact with each other.
Slide tray are mounted with cock sheet on the bottom and index list inside the lid for microscope slide identification.
Able to hold 50 slides
Made of Durable High Quality ABS Plastic
An inventory sheet is located on the inside cover for convenient slide identification and organization.
Heavy walls will not wrap, splinter or crack.
Boxes are unaffected by humidity & also are insect proof
6. Plastic Graduated cylinders set
set of 5 graduated cylinders (10 ml, 25 ml, 50 ml, 100 ml and 250 ml)
Made of tough, clear plastic
these graduated cylinders are suitable for lab work
They are accurately calibrated and have no-drip pouring spouts
Each has a removable base for easy storage
spouts for easy pouring, excellent contact clarity, chemical resistance and are autoclavable at 121°C
2pcs Nylon bristle cleaning brush is 9" long and features a twisted metal handle
ISO CERTIFICATE
7. wash bottle pissettes
500 mL bottle size
bottle is designed to dispense contents through the top without tilting
made out of plastic with a screw-top lid.
designed to be flexible so that the bottle can be squeezed by hand to create pressure that forces the liquid in the bottle to flow through the plastic tube and out
8. basic glass ware
1 diamond pencil
3 brushes for cleaning conical tubes (25 x 150 x 450 mm)
12 Centrifuge tubes – conical tubes (16 x 100mm)
1 Support for coloring (380 x 170 x 80)
1 Graduated cylinder, tall type made of polypropylene, 500ml

1 Graduated tube, tall type made of glass, 25 ml
1 beaker, short type, 400ml
3 flasks made of brown glass with a pipette and rubber dropper
1 Polypropylene flasks – water tight cover, 1000ml
1 Wooden clamp with spring, 180mm
1 Slide clamp, stainless Nickel – curved 105 mm
1 polypropylene canalized funnel – short stem – 80mm
2 Support for tubes – 16 mm- polypropylene – 10 places
2 sampling spoons, acid resistant strings – 0.5 x 40mm
1 string carrier for the sampling spoons
9. wall thermometer
plastic wall thermometer
Range: -20 to 50°C/F
Accuracy: +/- 1°C
Divisions: 1°C at ambient
10. Timer/ electronic chronogram – beeper
Expected technical specification
Laboratory work bench Timer with incorporated chronometer
Mechanical type,
60 minutes dial,
Minute and second hands; and sound alarm.

LOT 3

3.1 Working Table
General concept
Linear meters working table with upper edge
Dimensions: approx. 1250 x 700 x 900 mm.±50 mm
Table should be made of stainless steel quality AISI 304.
It shall include:
Lower shelf and legs with rubber bumpers of adjustable terminal in height.
Upper rear edge.
3.2 Washing Endoscopy Table

General concept
Washing table for endoscopy
Shall be made of AISI-304 stainless steel.
Should be supplied with atleast 1 washing sink
The table should be able to contain a 30 liter flexible endoscopy manual decontamination cuvette.
Table dimensions: approx. 1800 x 700 x 900 mm (length x width x height) ±50 mm
Washing sink dimensions: approx. 800 x 500 x 250 mm. (length x width x depht) ±50 mm
It shall include:
Ledge collect water around the perimeter of the table.
Upper rear edge.
Lower shelf and legs with rubber bumpers of adjustable terminal in height.
Single-lever tap with removable shower.
Drain valve, siphon and locking keys.
3.3 Washing Table
General concept
Shall be made of AISI-304 stainless steel.
Should be supplied with atleast 1 washing sink on the left side and area of support on the right.
Table dimensions: approx. 1800 x 700 x 900 mm (length x width x height)±50 mm
Sinks dimensions: approx. 600 x 450 x 250 mm. (length x width x depht)±50 mm
It shall include:
Ledge collect water around the perimeter of the table.
Upper rear edge.
Lower shelf and legs with rubber bumpers of adjustable terminal in height.
Single-lever tap with removable shower.
Drain valve, siphon and locking keys.
3.4 Central work table
General concept
Table shall be made of stainless steel quality AISI 304.
Dimensions: approx. 1200mm x 700 x 900 mm (lenght x width x height)
It shall include:
Lower footrest and legs with adjustable height rubber stoppers.
3.5 Levels Flexible Rack
General concept

Flexible Rack for Washer Disinfector
Capacity of at least 10 Basket
All levels should be removable.
3.6 Manual Trolley
General concept
Built-in anchorage system to the washer and rack lock
Manual trolley equipped with 4 wheels, 2 of them with brake.
Shall be manufactured entirely in stainless steel quality AISI 304.
Adjustable height
3.7 Anesthesia Rack
General concept
Rack for anesthesia sets equipped with:
4 Injectors for breathing balloons
8 Injectors for anesthesia tubes
12 Injectors for accessories
12 Injectors for accessories
3.8 Packaging table
General concept
Ergonomic working table designed for packaging work, built in stainless steel quality AISI 304. With support surface of the same material.
Equipped with 1 module ont the right side of 3 drawers (2 small and 1 large).
Table dimensions : approx. 2100 x 800 x 900 mm (lenght x width x height)±50mm
Shall be made of stainless steel
It shall include:
Legs with adjustable height rubber stoppers and footrest.
Support structure for accessories fixed to the work surface of the packaging table.
Support made of stainless for 3 plastic drawers of 150 x 130 mm. ±15mm
3x Blue plastic box
Magnifying glass with light, fixing to over table
Rail hand instrumental 8 hooks
Auxiliary shelf
3 Sterile material baskets made of stainless steel rod with front access and lower divider
3.9 Low Clinical Shelf

General concept
Shall be made in stainless steel quality AISI 304.
Equipped with 1 upper working plane and 2 lower shelves.
Dimensions: 1000 x 500 x 900 mm (lenght x width x height)±50mm
It shall include:
Legs with adjustable height rubber stoppers.
3.10 High rod shelf
General concept
High shelf of rod, equipped with four shelves.
Shall be made in AISI 304 stainless steel rod.
Its construction allows the free circulation of air.
Dimensions: 1010 x 460 x 2010 mm. (legth x width x height)±50mm
3.11 Table for classification of surgical textile
General concept
Working table built in stainless steel quality AISI 304.
Provided with a translucent glass screen under which are placed four luminous spotlights.
Table dimensions : 1820 x 820 x 920 mm (lenght x width x height)±30mm
It shall include:
Legs with adjustable height rubber stoppers and footrest.
Single phase electrical connection: 1 kW.
3.12 High rod shelf
General concept
High shelf of rod, equipped with four shelves.
Built in AISI 304 stainless steel rod.
Its construction allows the free circulation of air.
Dimensions: approx. 1220 x 610 x 2160 mm. (length x width x height)
3.13 Low clinical shelf
General concept
Built in stainless steel quality AISI 304.
Equipped with 1 upper working plane and 2 lower shelves.
Dimensions: 1020 x 520 x 920 mm (lenght x width x height),±50
It shall include:
Legs with adjustable height rubber stoppers.

3.14 Hermetic trolley
General concept
Hermetic trolley for sterile material made of AISI 304 stainless steel.
Equipped with a hinged door, four rubber caps, four wheels, two of them with brake and a tubular handle to drive it.
Equipped with 4 pairs of inner guides for baskets 530-580 mm wide and two wire shelves for its use with containers.
External dimensions (including handle): 830 x 750 x 1180 mm (w x d x h),±50

LOT 4

4.1 Cleaning Gun
General concept
Gun cleaning with air/water pressure, shpuld ne specifically designed for use in cleaning and drying of surgical or laboratory materials that require a high degree of cleanliness.
The setting of the maximum pressure of the fluid used for cleaning or drying (water or air) should be adjusted in the device itself.
Maximun pressure: 6 bar.
It shall include:
At least 8 different types of nozzles for easy cleaning and drying of all kinds of instruments and materials.
4.2 High Shelf
General concept
Shelf shall be made of AISI-304 stainless steel.
Dimensions: approx. 1800 x 400 mm.±50 mm
Shall be provided with supports of the same material to anchor to the wall.
4.3 Ultrasonic cleaner
General concept
Ultrasonic cleaner equipped with digital display control panel that allows the user to check current temperature, program temperature and working time of ultrasounds.
Tank and housing shall be made of AISI304 stainless steel.
Tank volume: approx. 28 liters
Tank dimensions: approx. 510 x 310 x 210 mm (lxwxh),±30 mm
Total dimensions: approx. 545 x 335 x 410mm (lxwxh),±30 mm

Weight: less than 15 Kg
Operation frequency: 35 kHz
Ultrasound avg power: 300 W
Voltage: II 220/230v - 50/60 Hz
4.4 Basket
General concept
Basket shall be made of stainless steel mesh with AISI 304 quality and electro-polished finishing.
It should have 2 handles on the sides of the baskets that hide to facilitate stacking.
Dimensions = approx. 480 x 250 x 50 mm (D x W x H)
4.5 MIC Rack
General concept
Rack for microsurgical instruments with 40 nozzle connections and two lower levels for up to 4 baskets.
It shall include:
40 nozzles
20 caps
4 Luer Lock
4.6 Pouch Sealin machine
General concept
Pouch sealing machine for plastic or plastic/paper type pouches.
Automatic operation. Sealing and cooling times electronically selected.
Energy-saving thanks to permanently heated sealing system and automatic stand-by function to shut off the motor when not in use.
Without printer.
Non validatable.
7 segment LED display.
Sealing width: 10-15 mm
Sealing speed: 10-12 m/min
Dimensions: approx. 550 x 260 x 145 mm
Weight: approx. 12 kg
Sealing temperature: 0 - 220 °C

Voltage: 100/115/230 V - 50/60 Hz
Power: 390 W
4.7 Rolls and Paper dispenser
General concept
Dispenser made of AISI304 stainless steel. Equipped with four wheels, two of them with brakes.
Dimensions: 1360 x 510 x 1090 mm (length x width x height) ±20mm
4.8 Water softener with 60 liter
General concept
Water softener with a bottle of 60 liters of resins
Automatic system for volumetric resin regeneration
At least 200l external built-in water tank
Standard accessories: Sack of 25 kg (2uu) of salt and sediments filter of 50 microns
Overall dimensions (diameter x height): approx. 305 x 1420 mm
Water tank dimensions (diameter x height): 550 x 830 mm
Approximated water production between regenerations (50 °HF): 7680 litres
Salt consumption x regeneration: 12 kg
Power supply: Single phase 220V / 50-60 Hz
Power: 0,3 kW
Working flow rate: 5000-6000 l/h
Recommended working pressure: minimum 3 bar - maximum 5,5 bar
Inlet water temperature: minimum 4 °C - maximum 43 °C
Inlet/outlet size: 0.8-1,2 "

LOT 5

5.1 Steam Sterilizer 250 liter
General concept
Saturated Steam Sterilizer with fractionated vacuum process
Two-door sterilizer to ensure an effective barrier between the dirty and clean areas
should be developed to sterilize medical devices, resistant to steam, used in health care facilities

DIMENSIONS AND POWER
Device maximum dimension / maximum power per model
Total chamber volume ≤ 255 liters
Maximum power: 18-23 kW
Steam generator power ≤ 18 kW
Power supply in V (3~, PE): 230 V to 480 V
Frequency: 50 Hz
STERILIZATION PROGRAMS
Nominal temperature of the sterilization programs should be between 121°C and 134 °C
Program for wrapped thermosensitive materials (solid or hollow devices). Sterilization temperature: 121 °C
Program for wrapped materials (solid or hollow devices). Sterilization temperature: 134 °C
Program for heavy loads (solid or hollow devices) in baskets or sterilization containers. Sterilization temperature: 134 °C
Program for single wrapped materials. Sterilization temperature: 134 °C
Program for wrapped materials potentially contaminated with prions. Sterilization temperature: 134 °C
Vacuum Test program
Bowie & Dick test program
Preheating program to preheat the chamber. Sterilization temperature: 134 °C
CYCLE MONITORING & LOAD RELEASE
Load release by means of Chemical Indicators
Load release by means of Helix Test (Lumens)
Load release by means of Biological Indicators
Automatic electronic monitoring of cycle parameters
USER INTERFACE
The device must have a multi-colour touch screen of at least 5.7"" in the Non Sterile Area, and a Touch Pad in the Sterile Area
The interface must allow selection of the programs
The interface must allow maintenance actions
The interface must allow the management of alarms, errors, warnings and cycle resets
The interface must allow the management of different users' levels
The interface must show the remaining cycle time, cycle number, current phase and relevant parameters
The interface must show the graph of the sterilization cycle in real time (pressure and temperature)
The interface must show the operation and status of the doors

Successful completion of the cycle must be indicated on the screen by colour coding
The device must include a system to be able to know its status from a distance
LOADING SYSTEM (Technical specifications to be defined according to the type of loading solution)
Minimum requirements will be:
Chamber rails manufactured in AISI 316L quality stainless steel
Internal loading frame manufactured in AISI 304 quality stainless steel with loading shelves. The frame must be compatible with the chamber rails and the shelves should be positioned in different heights
Loading trolley manufactured in AISI 304 quality stainless steel. Compatible with chamber rails and loading frame
Unloading trolley manufactured in AISI 304 quality stainless steel. Compatible with chamber rails and loading frame
Set of two removable loading shelves manufactured in AISI 304 quality stainless steel. Shelves must be height adjustable
DOCUMENTATION & CONNECTIVITY
Availability of Ethernet port on the device
Availability of USB port on the device
Saving the cycle report history on the USB stick must be possible.
The format of the reports must be html in order to be opened in any browser and printed on any printer
Integrated thermal printer for detailed record printing of the sterilization process
Data on the printout: pressure, temperature and time per phase, cycle number, batch, date, total cycle time, etc.
In case of alarm, the message printed in the printer´s report must be easily identified with different text colour or background colour, indicating the number, description and time that it has occurred.
The device must allow connection to external network printers
The internal memory of the device must allow the storage of at least 1000 cycles (including 70-80 cycles with their corresponding curves and graphs)
A remote connection must be possible to enable the Technical Service to monitor the status of the sterilizer and prepare a diagnosis in case of failure
The device must be prepared for connection to both in-house and outsourced traceability systems
CONSTRUCTION & DESIGN
Horizontal chamber, rectangular with round corners Manufactured in AISI 316L quality stainless steel.
Thickness ≥ 5 mm
Fine polishing with an average roughness (Ra) ≤ 1
Full jacket manufactured in AISI 316L quality stainless steel, to ensure a proper chamber temperature distribution

Thickness ≥ 5 mm
Doors manufactured in AISI 316L quality stainless steel. Thickness ≥ 6 mm
Side panels made of AISI 304 quality stainless steel to ensure robustness and durability.
Thickness ≥ 5 mm
Electrical operated steam generator manufactured in AISI 316L quality stainless steel
Thickness ≥ 2 mm
All pipes and components between the steam source and jacket/chamber manufactured in AISI 316L quality stainless steel
At least two independent PLC controllers, to ensure full control of the process
Two chamber temperature sensors, with independent encapsulation, connected in the drain to ensure full control of the process
Two chamber pressure sensors to ensure full control of the process
Automatic vertical sliding door system, pneumatically operated
Door cannot be opened if there is pressure inside the chamber
Doors cannot be opened if there is pressure inside the chamber
Door system must include a safety contact bar to prevent any accident during the opening and closing procedures
Automatic door locking system that prevents the door from opening during the whole cycle
Both doors cannot be opened simultaneously
The unloading door (Sterile Area) can only be opened if the cycle has been successfully completed (without errors)
High performance vacuum system, mainly composed by a recirculation water pump, water tank and ejector, to ensure condensate removal, the required deep vacuum levels during the process, a low maintenance and running cost and low working noise level. Water tank must have a temperature control and water level control to ensure the correct volume of water while the sterilizer is running.
Door gasket pressurization with compressed air to ensure a long gasket working period (≥ 1 year) and safety for the final user
Doors gaskets should be pressurization with compressed air to ensure a long gasket working period (≥ 1 year) and safety for the final user
Doors gaskets should be manufactured in high quality silicone
Maximum number of heating elements should be 3
Steam generator water level system must capable to work with high quality water (according to European Standard EN 285)
Independent heating elements control to ensure a low electrical consumption
Steam generator pressure control directly in accordance to the selected sterilization program. Two independent pressure controls for 121 °C and 134 °C sterilization programs

Water tank for steam generator must include a preheating system to reduce the non-condensable gases
Validation port included in the chamber
Water tank for vacuum system manufactured in AISI 304 quality stainless steel with temperature and level control. Thickness ≥ 1,5 mm
Water tank for feeding the steam generator manufactured in AISI 304 quality stainless steel with level control.
Thickness ≥ 1,5 mm
Use of stainless steel-based pneumatic valves for greater reliability during operation
Front panel for maintenance access made of material easy clean and with high durability.
Two manometers (chamber and steam pressure) located at the loading side front panel
Chamber manometer located at the unloading side front panel
Front panel must have a light indication system to show the status of the sterilizer. Preferred solution will be a backlit panel with indicators icons
Automatic auto suspend mode for energy saving
Built-in compressor as standard for the operation of pneumatic valves. Tank volume ≥ 6 liters
INSTALLATION & MAINTENANCE
The main access for the maintenance of this device is from the front.
STANDARDS
Device developed in accordance with European Standard EN 285
CE certification according to European Medical Device Directive (MDD) 93/42/EEC
Certification according to Pressure Equipment Directive 2014/68/EU
Quality management system according to International Standards EN ISO 9001:2008 and EN ISO 13485:2012+AC:2012 certified by an independent notify body
Other important European Directives to be fulfilled:
European Directive 2006/42/EC on Machinery or equivalent
European Directive 2014/30/EU on Electromagnetic Compatibility (EMC) or equivalent
European Directive 2014/35/EU on Low Voltage
European Directive 2011/65/EU on the Restriction of the use of certain Hazardous Substances in electrical and electronic equipment (RoHS) or equivalent
5.2 Steam Sterilizer 321 liter
General concept
Saturated Steam Sterilizer with fractionated vacuum process
Two-door sterilizer to ensure an effective barrier between the dirty and clean areas

Developed to sterilize medical devices, resistant to steam, used in health care facilities
DIMENSIONS AND POWER
Device maximum dimensions in mm: approx. Width 950 x Height 1850 x Depth 1640
Total chamber volume ≤ 325 liters
Maximum power: 20-25 kW
Steam generator power ≤ 18 kW
Power supply in V (3~, PE): 230 V to 480 V
Frequency: 50 Hz
STERILIZATION PROGRAMS
Nominal temperature of the sterilization programs between 121°C and 134 °C
Program for wrapped thermosensitive materials (solid or hollow devices). Sterilization temperature: 121 °C
Program for wrapped materials (solid or hollow devices). Sterilization temperature: 134 °C
Program for heavy loads (solid or hollow devices) in baskets or sterilization containers. Sterilization temperature: 134 °C
Program for single wrapped materials. Sterilization temperature: 134 °C
Program for wrapped materials potentially contaminated with prions. Sterilization temperature: 134 °C
Vacuum Test program
Bowie & Dick test program
Preheating program to preheat the chamber. Sterilization temperature: 134 °C
CYCLE MONITORING & LOAD RELEASE
Load release by means of Chemical Indicators
Load release by means of Helix Test (Lumens)
Load release by means of Biological Indicators
Automatic electronic monitoring of cycle parameters
USER INTERFACE
The device must have a multi-colour touch screen of at least 5" in the Non Sterile Area, and a Touch Pad in the Sterile Area
The interface must allow selection of the programs
The interface must allow maintenance actions
The interface must allow the management of alarms, errors, warnings and cycle resets
The interface must allow the management of different users' levels
The interface must show the remaining cycle time, cycle number, current phase and relevant parameters
The interface must show the graph of the sterilization cycle in real time (pressure and temperature)

The interface must show the operation and status of the doors
Successful completion of the cycle must be indicated on the screen by colour coding
The device must include a system to be able to know its status from a distance
LOADING SYSTEM (Technical specifications to be defined according to the type of loading solution)
Minimum requirements will be:
Chamber rails manufactured in AISI 316L quality stainless steel
Internal loading frame manufactured in AISI 304 quality stainless steel with loading shelves. The frame must be compatible with the chamber rails and the shelves should be positioned in different heights
Loading trolley manufactured in AISI 304 quality stainless steel. Compatible with chamber rails and loading frame
Unloading trolley manufactured in AISI 304 quality stainless steel. Compatible with chamber rails and loading frame
Set of two removable loading shelves manufactured in AISI 304 quality stainless steel. Shelves must be height adjustable
DOCUMENTATION & CONNECTIVITY
Availability of Ethernet port on the device
Availability of USB port on the device
Saving the cycle report history on the USB stick must be possible.
The format of the reports must be html in order to be opened in any browser and printed on any printer
Integrated thermal printer for detailed record printing of the sterilization process
Data on the printout: pressure, temperature and time per phase, cycle number, batch, date, total cycle time, etc.
In case of alarm, the message printed in the printer's report must be easily identified with different text colour or background colour, indicating the number, description and time that it has occurred.
The device must allow connection to external network printers
The internal memory of the device must allow the storage of the last 1000 cycles (including 80 cycles with their corresponding curves and graphs)
A remote connection must be possible to enable the Technical Service to monitor the status of the sterilizer and prepare a diagnosis in case of failure
The device must be prepared for connection to both in-house and outsourced traceability systems
CONSTRUCTION & DESIGN
Horizontal chamber, rectangular with round corners Manufactured in AISI 316L quality stainless steel.
Thickness $\geq$ 5 mm
Fine polishing with an average roughness (Ra) $\leq$ 1

Full jacket manufactured in AISI 316L quality stainless steel, to ensure a proper chamber temperature distribution
Thickness ≥ 5 mm
Doors manufactured in AISI 316L quality stainless steel. Thickness ≥ 6 mm
Side panels made of AISI 304 quality stainless steel to ensure robustness and durability.
Thickness ≥ 5 mm
Electrical operated steam generator manufactured in AISI 316L quality stainless steel
Thickness ≥ 2 mm
All pipes and components between the steam source and jacket/chamber manufactured in AISI 316L quality stainless steel
At least two independent PLC controllers, to ensure full control of the process
Two chamber temperature sensors, with independent encapsulation, connected in the drain to ensure full control of the process
Two chamber pressure sensors to ensure full control of the process
Automatic vertical sliding door system, pneumatically operated
Doors cannot be opened if there is pressure inside the chamber
Door system must include a safety contact bar to prevent any accident during the opening and closing procedures
Automatic door locking system that prevents the door from opening during the whole cycle
Both doors cannot be opened simultaneously
The unloading door (Sterile Area) can only be opened if the cycle has been successfully completed (without errors)
High performance vacuum system, mainly composed by a recirculation water pump, water tank and ejector, to ensure condensate removal, the required deep vacuum levels during the process, a low maintenance and running cost and low working noise level. Water tank must have a temperature control and water level control to ensure the correct volume of water while the sterilizer is running.
Doors gaskets pressurization with compressed air to ensure a long gasket working period (≥ 1 year) and safety for the final user
Doors gaskets manufactured in high quality silicone
Maximum number of heating elements is 3
Steam generator water level system must capable to work with high quality water (according to European Standard EN 285)
Independent heating elements control to ensure a low electrical consumption
Steam generator pressure control directly in accordance to the selected sterilization program. Two independent pressure controls for 121 °C and 134 °C sterilization programs
Water tank for steam generator must include a preheating system to reduce the non-condensable gases

Validation port included in the chamber
Water tank for vacuum system manufactured in AISI 304 quality stainless steel with temperature and level control. Thickness ≥ 1,5 mm
Water tank for feeding the steam generator manufactured in AISI 304 quality stainless steel with level control.
Thickness ≥ 1,5 mm
Use of stainless steel-based pneumatic valves for greater reliability during operation
Front panel for maintenance access made of material easy clean and with high durability.
Two manometers (chamber and steam pressure) located at the loading side front panel
Chamber manometer located at the unloading side front panel
Front panel must have a light indication system to show the status of the sterilizer. Preferred solution will be a backlit panel with indicators icons
Automatic auto suspend mode for energy saving
Built-in compressor as standard for the operation of pneumatic valves. Tank volume ≥ 6 liters
INSTALLATION & MAINTENANCE
The main access for the maintenance of this device is from the front and right side.
STANDARDS
Device developed in accordance with European Standard EN 285
CE certification according to European Medical Device Directive (MDD) 93/42/EEC
Certification according to Pressure Equipment Directive 2014/68/EU
Quality management system according to International Standards EN ISO 9001:2008 and EN ISO 13485:2012+AC:2012 certified by an independent notify body
Other important European Directives to be fulfilled:
European Directive 2006/42/EC on Machinery
European Directive 2014/30/EU on Electromagnetic Compatibility (EMC)
European Directive 2014/35/EU on Low Voltage
European Directive 2011/65/EU on the Restriction of the use of certain Hazardous Substances in electrical and electronic equipment (RoHS)
GENERAL REQUIREMENTS
Bidders must be certified according to ISO 9001. A valid ISO 9001 certificate must be presented along with this bid.
Costs for all pre-installation works must be included in the bid price
Costs for all installation works and commissioning must be included in the bid price
Costs for a comprehensive on site user training must be included in the bid price
Warranty: 2 years

The bidder has to provide an original manufacturer's commitment letter in which the equipment manufacturer irrevocably commits to the accuracy and correctness of the given clause by clause comments.
The original letter has to be addressed to the procuring entity on the manufacturers letter head, stamped and signed by an authorized person.
The bidder has to provide the manufacturers service commitment for after sales service and support.
The bidder has to provide an original manufacturer's commitment letter in which the equipment manufacturer irrevocably commits to support the end customer either direct or through their local agent for the life time of the equipment.
The bidder should provide manufacture authorization
Give complete answers to the specification in the bidder's response column provided. The use of the following words or statements in answering the specifications will instantly disqualify you for further evaluation for that particular item:
i) Tick (√)
ii) Yes
iii) As per specifications.
iv) Complies
v) Compliant
vi) As specified
vii) Better than specified.
v) Compliant
vi) As specified
vii) Better than specified.

5.3 Low Temperature Sterilizer 145 liter
General concept
Low Temperature Vaporized Hydrogen Peroxide Sterilizer
Two-door sterilizer to ensure an effective barrier between the dirty and clean areas
Developed to sterilize thermosensitive materials, as well as cannulated, non-cannulated, flexible and rigid devices
DIMENSIONS AND POWER
Device maximum dimensions in mm:
Width 940 x Height 1910 x Depth 1140, ±50

Total chamber volume ≥ 140 litres
5kW ≤ Total power ≤ 7kW
Power supply in V (3~, N, PE): 380 V to 480 V
Frequency: 50 Hz
STERILIZATION PROGRAMS
Nominal temperature of the sterilization programs of 50 °C
Program for rigid and flexible non-cannulated material
Program for flexible cannulated material and non- cannulated material
Program for rigid cannulated material and non- cannulated material
Vacuum Test program
Faster total cycle time ≤ 30 min
Slower total cycle time ≤ 55 min
Maximum permissible load 10.5 Kg
Validated sterilization performance in flexible lumens with Ø int ≥ 1mm and ≤ 1000 mm length
Validated sterilization performance in metal lumens with Ø int ≥ 1mm and ≤ 125 mm length
Conditioning stage in which the load is preheated to remove small residues of moisture
Self-diagnosis stage of the status and correct type of load, with possibility of cancelling the cycle without consumption of sterilizing solution
CYCLE MONITORING & LOAD RELEASE
Load release by means of Chemical Indicators
Load release by means of Helix Test (Lumens)
Load release by means of Biological Indicators
Automatic electronic monitoring of cycle parameters
STERILIZING SOLUTION FEATURES
Sterilizing solution with a maximum hydrogen peroxide percentage of 59%
Sterilizing solution container made of high impact resistant polyethylene (LDPE)
Sterilizing Solution Container with RFID for expiration control
Minimum 18 cycles per container/bottle
Batch information, cycles and remaining days before expiration directly on the device screen
Minimum 30 days lifespan in the machine
Minimum storage time (expiration) of 18 months
SAFETY
Sterilizing solution container design with anti-drip and non-spill system

Container with double safety membrane
The sterilizer must include a sterilizing solution container emptying cycle
USER INTERFACE
The device must have a multi-colour touch screen of at least 5 "
The device must have a multi-colour touch screen of at least 5 " in the Non Sterile Area, and a Touch Pad in the Sterile Area
The interface must allow selection of the programs
The interface must allow maintenance actions
The interface must allow the management of alarms, errors, warnings and cycle resets
The interface must allow the management of different users' levels
The interface must show the remaining cycle time, cycle number, current phase and relevant parameters
The interface must show the graph of the sterilization cycle in real time (pressure and temperature)
The interface must show the operation and status of the doors
Successful completion of the cycle must be indicated on the screen by colour coding
The device must include a system to be able to know its status from a distance
ERGONOMY
Extendable and removable shelves for greater comfort and flexibility during the loading and cleaning process of the chamber
Automatic door locking system
Automatic sterilizing solution container perforation system
DOCUMENTATION & CONNECTIVITY
Availability of ethernet port on the device
Availability of USB port on the device
Saving the cycle report history on the USB stick must be possible.
The format of the reports must be html in order to be opened in any browser and printed on any printer
Integrated thermal printer with LED status indicator for detailed record printing of the sterilization process
Data on the printout: pressure, temperature and time per phase, cycle number, batch, date, total cycle time, etc.
The device must allow connection to external network printers
The internal memory of the device must allow the storage of the last 1000 cycles (including 80 cycles with their corresponding curves and graphs)
A remote connection must be possible to enable the Technical Service to monitor the status of the sterilizer and prepare a diagnosis in case of failure
The device must be prepared for connection to both in-house and outsourced traceability systems

CONSTRUCTION & DESIGN
Front panels in polycarbonate to facilitate the cleaning process and avoid finger marks
Side panels made of AISI 304 quality stainless steel to ensure robustness and durability
At least two independent PLC controllers, to ensure full control of the process
Chamber and doors made of aluminium according to EN 485-2 Standard, for fast heat transmission, greater energy savings and long durability
EN 485-2 Standard, for fast heat transmission, greater energy savings and long durability
Chamber with circular cross-section for homogeneous gas circulation
Automatic door locking system that prevents the door from opening during the whole cycle
In the case of the two-door sterilizer, both doors cannot be opened simultaneously
The unloading door (Sterile Area) can only be opened if the cycle has been successfully completed (without errors)
High performance oil pump vacuum system to ensure condensate removal and the required deep vacuum levels during the process
High-performance vaporizer with high vaporization efficiency
Sterilizing solution cooling system
Validation port included in the chamber
Triple hydrogen peroxide decomposing system: plasma generator, catalyst and active carbon filter
Use of stainless steel-based pneumatic valves for greater reliability during operation
Built-in compressor as standard for the operation of pneumatic valves
DEVICE COMPLEMENTARY ELEMENTS
The device will be equipped with all necessary elements for its operation, including the elements below. The quotation for sterilizing solution shall be quoted separetely
Operating Instruction manual
10 rolls of printer paper
1 full load wired basket
1 half load wired basket
INSTALLATION & MAINTENANCE
The unit should be able to be installed on the same line, next to the standard steam sterilizers
The main access for the maintenance of this device is from the front and left sides
STANDARDS
Device should be manufacture in accordance with EN ISO 14937:2010 European Standard

5.4 Reverse Osmosis Treatment Plant
General concept
Reverse osmosis treatment plant mounted on a metal chassis consisting of the following elements:
Prefiltration by 20" cartridge for sediment removal (filtration: 5 microns).
Prefiltration by GAC 20" activated carbon cartridge for the removal of chlorine and other organic pollutants.
Prefiltration by combined sediment and activated carbon cartridge CTO 20" for removal of remaining particles.
Post-filtration by means of activated carbon cartridge GAC 12" for the final filtration of the feed water.
5 x reverse osmosis membranes 100 GDP.
High pressure pump with
Working pressure manometer
10 liters pressurized tank (not valid as water storage tank)
Approximated production: at least 20 liters per hour
Power supply: II 220V / 50-60Hz, Dimensions approx. 440 x 850 x 380 mm (width x height x depth)
GENERAL REQUIREMENTS
Bidders must be certified according to ISO 9001. A valid ISO 9001 certificate must be presented along with this bid.
Costs for all pre-installation works must be included in the bid price
Costs for all installation works and commissioning must be included in the bid price
Costs for a comprehensive on site user training must be included in the bid price
Warranty: 2 years
The bidder has to provide an original manufacturer's commitment letter in which the equipment manufacturer irrevocably commits to the accuracy and correctness of the given clause by clause comments.
The original letter has to be addressed to the procuring entity on the manufacturers letter head, stamped and signed by an authorized person.
The bidder has to provide the manufacturers service commitment for after sales service and support.
The bidder has to provide an original manufacturer's commitment letter in which the equipment manufacturer irrevocably commits to support the end customer either direct or through their local agent for the life time of the equipment.
The bidder should provide manufacture authorization
Give complete answers to the specification in the bidder's response column provided. The use of the following words or statements in answering the specifications will instantly disqualify you for further evaluation for that particular item:

i)	Tick (√)
ii)	Yes
iii)	As per specifications.
iv)	Complies
v)	Compliant
vi)	As specified
vii)	Better than specified.
v)	Compliant
vi)	As specified
vii)	Better than specified.
Catalogue to all machines	
The bidder shall provide a catalogue for all items	
It shall be composed by 3 clear pictures minimum	
It shall come from only the manufacturer	
Any information provided in compliance sheet should be identified in the catalogue	

5.5 Sterilization Set of round drum sterilization
They will be designed for autoclave and hot air sterilization
They will be equipped by a sliding removable band and drop down claps (horizontal ventilation)
Stainless Steel minimum thickness of: 0.7 mm
Drum-made for autoclaves
5 drums of diameter 100xh 100mm
5 drums of diameter 120xh 120mm
5 drums of diameter 150xh 150mm
5 drums of diameter 180xh 180mm
5.6 Stainless Steel Table
Leg stand size should be 40x40mm minimum, 2.5mm of table top sheet thickness
The whole table should be made in stainless steel.
The table top capacity should be at least 100 kgs.
Minimum Size:L x w x H = (180 x 70 x 75) cm
Raised base for easy cleaning under the table

- Desired delivery time: 90-120 days but the supplier is allowed to give his shortest delivery time

- Payment modalities: within 45 days after delivery at site and acceptance of the ordered equipment

- Incoterms: DDP at site (any public health facility as will have specified on the purchase order)

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RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)

KN 8 Avenue- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda

SUPPLY AND INSTALLATIPON OF MEDICAL EQUIPMENT

BY AND BETWEEN

RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)

AND

.....

Contract number	**089/G/ICB/2023/2024/RMS**
Contract currency	
Contract administrator/Manager	
Contract sponsor/Funding	
Contract duration	

2024

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Contract N° 089/G/ICB/2023/2024/RMS LTD

In consideration of the terms and covenants of this contract and other valuable consideration, the parties agree as follows:

Article 1: The purpose of the Contract

The purpose of this Contract is to confirm in writing the mutual understanding by and between **Rwanda Medical Supply Limited (RMS Ltd)**, ("Client") with physical address at KN 8 Avenue- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali, Rwanda;

And

....., a company incorporated under the laws of.....and having its principal place of business at....., Tax Identification Number..... concerning the supply of .....as stipulated in the list of products, its technical specifications and supply requirements attached to this contract.

Article 2: Effective date and contract duration

After this contract is signed by Client and Supplier, it shall become effective as of the date when the last party signs below ("Effective Date"). The contract shall be initially signed for a period of one (1) year renewable twice upon good performance by the Supplier. The contract renewal will require a mutual written agreement by both parties prior to the end of the initial contract term or thereafter during any extension period.

Article 3: The scope of the contract

This contract shall govern the relationship between the Client and the Supplier. The Client enters into contract with the Supplier exclusively on its behalf for ordering medical products and supplies that may be needed frequently over a period of time specified in this Contract.

Article 4: Contract documents

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

a) Contract itself
b) The list of products, its technical specifications, prices and supply requirements **(Annex 1)**
c) Any purchase order issued under this Contract
d) The bidding documents
e) The Supplier's bid

This contract shall prevail over all contract documents. The documents forming the contract are to be taken as mutually explanatory of one another. In the event of any discrepancy or

inconsistency within the contract documents, then the documents shall prevail in the order listed above.

Article 5: Rights and obligations of the parties

The mutual rights and obligations of the Client and the Supplier shall be as set forth in the contract, in particular:

a) The Supplier:
As per this Contract, the Supplier is responsible for providing medical products and supplies that comply with the list of products, its technical specifications, and supply requirements under **Annex 1**. In this contract, the Client intends to place orders with the Supplier for the quantity of medical products and supplies as indicated in **Annex 1**. It should be noted that the quantities mentioned in **Annex 1** are estimations and subject to change. The products are expected to be supplied at the designated location in accordance with the specifications outlined in the contract.

b) The Client:
The Client shall make payments to the Supplier in accordance with the provisions of this Contract. Orders will be done by issuing purchase orders to the Supplier for medical products and supplies which may be needed frequently over a period specified under article 2 of this Contract.

Article 6: Modalities of supply and delivery period

a) The Supplier shall provide medical products and supplies in accordance with the purchase orders issued by the Client, and as per list of products, its technical specifications, supply requirements and standards under Annex 1 of this Contract. In addition to this, the Supplier shall also respect the transport and packing conditions as per manufacturer terms and conditions.

b) The agreed delivery period is specified in Annex 1, and the timely delivery of the medical products and supplies shall be of essence in performance of this Contract.

Article 7: Packing, inspection and tests

a) The Supplier shall provide packing of medical products and supplies as required to prevent their damage or deterioration during transit to their destination. 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' destination and the absence of heavy handling facilities at all points in transit;

b) The Supplier shall at its own expense and at no cost to the Client carry out all required (If applicable) tests and/or inspections of the medical products and supplies. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the medical products and supplies' destination, or in another place in Rwanda chosen by the Client. Finally, the Supplier shall provide to the Client with a report of the results of any such test and/or inspection;

c) The Client shall conduct quality control tests if deems necessary. The sample for these tests will be sent to the WHO prequalified laboratories and results will be communicated

to the Supplier. If the batch fails the Quality Control tests, the Supplier will be communicated and bear the cost of incineration for the failed batch;

d) The Client may reject any medical products and/or supplies 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 products and/or supplies or its parts thereof or make alterations necessary to meet the specifications at no cost to the Client, and shall repeat the test and/or inspection, at no cost to the Client, upon giving a notice pursuant to article 9 of this Contract.

Article 8: Transportation

The shipping terms applicable to this contract shall be....., final destination as defined by Incoterms 2020. Furthermore, the Supplier shall always comply with the quality standards, and where applicable shall maintain accreditation with the relevant quality standards' authorisation body, regulatory requirements, laws and good industry practice if applicable. Indeed, the Supplier should maintain adequate temperature and humidity during the international transport as per manufacturer's conditions and record these conditions. This will be done using mobile data loggers and marking any carton containing these data loggers for easy retrieve.

Article 9: Language and Notice

a) The contract as well as all correspondence and documents relating to the Contract exchanged by the Client and the Supplier, shall be written in English;

b) All notices required to be given under this contract shall be also in English, put in writing, and deemed to have been given:

(i) on the date delivered, if delivered, by hand; or

(ii) three (3) days after posting with or without feedback from the other party, postage prepaid, return receipt requested, in each case addressed to the individual set out in the table below or as notified by a party to the other from time to time. Notices shall be sent to the following addresses:

The Client's address shall be:	**The Supplier's address shall be:**
RWANDA MEDICAL SUPPLY LTD Attention: Chief Executive Officer. KN 8 Avenue Number 28- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda Email address: rmsltd.procurement@rmsltd.rw	

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

Article 10: Contract Price

The prices quoted by the Supplier for the medical products, supplies, and related services (if applicable) to be provided under this Contract shall remain fixed and non-adjustable. These prices were initially provided by the Supplier in their bid and are also specified in

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Annex 1, which is attached to this contract. However, the prices may be changed upon a written mutual agreement.

Article 11: Payment terms

The method and conditions of payment to be made to the Supplier under this Contract shall be made in in ……., the currency of the Contract Price in the following manner:

One Hundred (100) per cent of the purchase order Price shall be paid within Forty-five (45) days of receipt and acceptance of the Goods upon submission of claim along with three (3) original invoices supported by the Goods Receipt Report issued by the Supplier. Payment for the specified products in the Purchase Order will be made after the complete delivery of all the products.

SUPPLIER'S BANK DETAILS:

Beneficiary Name: ……

Account No.: ……

Bank name: ……..

Article 12: Taxes and Duties

Without prejudice to other provisions of this contract, for medical products and/or supplies manufactured outside Rwanda, the Supplier shall be entirely responsible for all applicable taxes, stamp duties, license fees and all other taxes as provided by laws until delivery of the contracted products to the Client.

Article 13: Performance Security and its discharge

A Performance Security shall be required in the form of a bank guarantee/letter of credit when the purchase order value exceeds ten (10) Million Rwandan Francs or its equivalent. The amount of this Performance Security shall be 5% of each Purchase order issued to the Client.

The Supplier is obligated to furnish a performance guarantee, as mentioned in the first paragraph of this article, within fifteen (15) days of receiving the notice letter.

Discharge of the Performance Security shall take place thirty (30) days after successful delivery and acceptance of ordered goods.

Article 14: Extensions of Time

If at any time during performance of the Contract but not later than thirty (30) days from the receipt of purchase order, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon

as practicable after receipt of the Supplier's notice, the Client shall evaluate the situation and may at its discretion extend the Supplier's time for performance or decline it.

Except in case of Force Majeure, 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.

The period for notification of the cause and the likely duration of delay shall be thirty (30) days from the receipt of purchase order.

Article 15: Liquidation damages

If the Supplier fails to deliver by the date (s) of delivery period specified in the Contract (in **Annex** 1), the Client shall, without prejudice to other available remedies for the Client, deduct from the purchase order payment as liquidated damages a sum equivalent to 1/1000 of the total amount of the purchase order per each day of delay of delivery. The maximum amount of liquidated damages shall be five per cent (5%);

The Client retains the right to cancel the purchase order or extend its duration until actual delivery or performance if the penalty reaches five percent (5%) of the total value of the purchase order. However, such extension of the purchase order shall not exceed the period of thirty (30) days, and penalties shall continue to accrue until full completion of delivery of the products.

Article 16: Warranty and replacement of defects

All goods/products must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all medical products and/or supplies supplied under this Contract shall have the minimum remaining shelf life shall be: 85% of the specified shelf life upon delivery at final place of destination, with a shelf life of more than two years and 75% for goods with a shelf life of two years or less; otherwise, an alternative minimum remaining shelf-life shall be mutually agreed upon before shipment of the goods.

The warranty starts to run upon the final acceptance of the last delivery of medical products and/or supplies and shall survive the termination or expiration of this contract. The supplier remain answerable for quality of the products until their expiration.

In accordance with article 7 (d), the period for repair or replacement of defects shall be thirty (30) days after the Supplier is given the notice. It should be noted that this period of replacement is different from the delivery period that shall be mentioned in the purchase order in accordance with this contract, and does not grant the Supplier of the waiver for delay penalties.

Article 17: Force Majeure

In case a Force Majeure situation arises, any party shall promptly notify another in writing within five (5) days of such condition and the cause thereof. The party

claiming Force Majeure shall use its persistent, good faith and commercially reasonable efforts to overcome the event of Force Majeure. Unless otherwise directed by the Client in writing, the Supplier shall continue to perform its obligations under this Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Article 18: Change of orders and Contract Amendment

a) The Client may at any time order the Supplier through a written notice, to make changes within the general scope of this Contract in any one or more of the following:
   i. drawings, designs, or specifications, where medical products and/or supplies to be furnished under the Contract are to be specifically manufactured for the Client;
   ii. the method of shipment or packing;
   iii. the place of delivery; and
   iv. Any related Services to be provided by the Supplier (If applicable)

   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 in writing. 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 Client's change order.

b) 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. The amendment shall not affect the substance and the nature of this contract, and any amendment increasing more than 20% of the contract price shall not be accepted.

Article 19: Assignment

Neither party may assign, subcontract, or otherwise transfer its rights or obligations under this without the prior written consent of the other party.

Article 20: Patent Indemnity

The Supplier shall, subject to prior Client's notification specified in the paragraph (b) below, indemnify and hold harmless the Client and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Client 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.

If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in paragraph (a), the Client shall promptly give the Supplier a notice

thereof, and the Supplier may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Client within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf.

Article 21: Confidentiality

The terms and conditions of this contract, including pricing, are confidential information, and may not be disclosed to a third party by supplier, except as required by applicable law. This clause shall survive for a period of five (5) years from the date of expiration or termination of this Contract.

Article 22: Entire Agreement

The parties to this Contract represent the entire agreement between the Parties and supersedes any previous understandings or agreements.

Article 23: Contract Termination

Either party may terminate this Contract in the event of a Material Breach (as defined below) by the other party that, if possible, to cure, remains uncured thirty (30) days after written notice specifying the breach is given by the non-breaching party to the breaching party. A "Material Breach" is defined as: (a) the failure of a party to fully comply with and perform any or all terms and conditions of this Contract; (b) the making of assignment for the benefit of creditors by a party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against a party; or (d) insolvency of a party. Additionally, the Client, 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 Client's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

Article 24: Governing law and Dispute Settlement

The governing law shall be the law of the Republic of Rwanda. Any contentious issues arising out of the interpretation and/or application of this contract shall be settled amicably. If such negotiation does not resolve the matter within thirty (30) days after notice of the dispute is given, either party shall be at liberty to seek recourse from a competent tribunal within the Rwandan territory.

------END------

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS CONTRACT:

For and on behalf of .....

For and on behalf of **RMS LTD**

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Date: ……/…. …./2024

Names: ……

Title: ……

Date: ……/……../2024

Dr. LOKO Abraham

Chief Executive Officer

WITNESSED BY:

Date: ……../……. /2024

Names: ……

Company Secretary-RMS LTD

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