



RWANDA MEDICAL SUPPLY (RMS) LIMITED

Title of the Tender:	SUPPLY AND DELIVERY OF ESSENTIAL MEDICINES TO RMS
Tender Reference:	028/G/ICB/2024/2025/RMS
Procurement Method:	International Competitive Bidding
Contract Type:	FRAMEWORK AGREEMENT
Date of issue:	13./09./2024
Date and time of submission and public opening of bids:	Deadline for submission 02./10./2024 at 10am local time Public opening: 02./10./2024 at 10:30 am local time



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 DELIVERY OF ESSENTIAL MEDICINES TO RMS

Tender Number: 028/G/ICB/2024/2025/RMS
Type of contract: Framework Agreement
Client: Rwanda Medical Supply (RMS) Limited

Dear Esteemed bidders,

RMS LTD invites eligible bidders to submit their offers for the establishment of a framework agreement for **SUPPLY AND DELIVERY OF ESSENTIAL MEDICINES TO RMS** 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 5 pm 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 10:30 am local time at the following address.

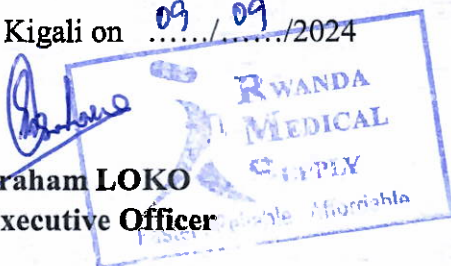
Rwanda Medical Supply (RMS) Limited

Village: Virunga, Cell: Kibaza, Sector: Kacyiru , District: Gasabo, KN 8 Ave, Kigali

All interested bidders may obtain some complementary information by writing on the email rmsltd.procurement@rmsltd.rw within four-sixths (4/6) 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 09/09/2024

Dr. Abraham LOKO
Chief Executive Officer



PART 1 - BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

1. Scope of Bid

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 DELIVERY OF ESSENTIAL MEDICINES TO RMS & N° 028/G/ICB/2024/2025/RMS**

1.1 The name, identification, and number of lots are: **SUPPLY AND DELIVERY OF ESSENTIAL MEDICINES TO RMS**, number of tender **028/G/ICB/2024/2025/RMS**, (single) lot.

1.2 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.



2. Source of Funds

The Rwanda Medical Supply Ltd has received funds (hereinafter called "funds") from *the source of funds or financing agency* from toward the cost of the project (name of the tender). 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 an 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

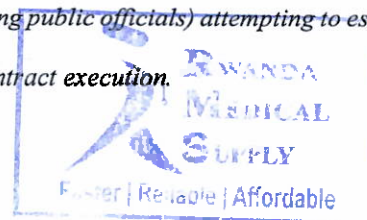
¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

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. 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

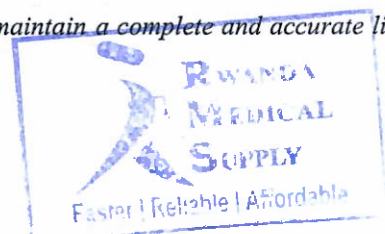
Any bidder may request in writing to the procuring entity, at its address rmsltd.procurement@rmsltd.rw and info@rmsltd.rw, for clarifications on the bidding document. The Rwanda Medical Supply ltd shall respond to any request for clarification within five (5) days from the day of its reception. Any clarification 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 document⁶ 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.

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.



B. Preparation of Bids

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 10000 RWF for obtaining 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 language English/French/Kinyarwanda, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- a) Certificate of company registration / Certificate of incorporation (for foreign companies)
- b) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of Attorney).
- c) Bid submission form dated, signed and stamped by the legal representative of the company,
- 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
- f) A valid copy of the social security certificate issued by Rwanda Social Security Board (RSSB)
- g) A valid copy of license to operate a wholesale pharmacy issued by RFDA
- h) Proof of payment of tender document.



- i) Since RMS will not be able to apply for Rwanda FDA on behalf of Suppliers, the bidder should provide commitment letter that he will be able to get visa and import license, clear the goods in custom and dispatch the goods up to RMS Kacyiru warehouse.

NB: Incoterm is DDP-RMS Warehouse.

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

TECHNICAL DOCUMENTS

- j) A Valid ISO or Valid GMP for the manufacturing site of the product.
- k) Detailed description of the essential technical characteristics of the goods to be supplied establishing conformity to technical specifications provided.

a. FINANCIAL DOCUMENTS

- l) Price schedule well filled, dated and signed, using the form provided along with the tender document.

m) Post qualification documents: Not applicable

After determining the lowest-evaluated bidder, the Rwanda Medical Supply ltd will carry out the post-qualification of the Bidder in accordance with ITB Clause 35, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

12 Bid Submission Form and Price Schedules

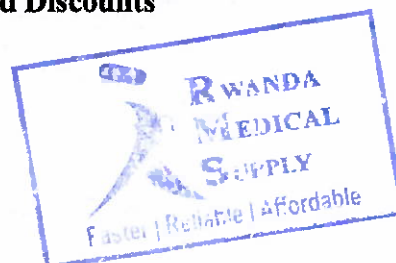
12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section II, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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.

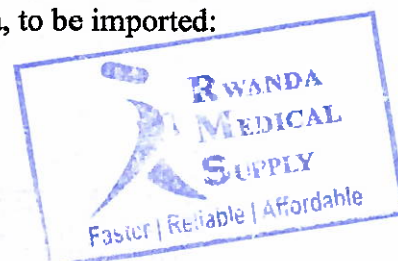
13 Alternative Bids

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

14 Bid Prices and Discounts

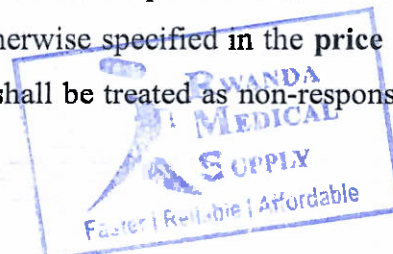


- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form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

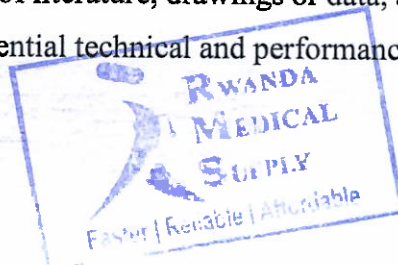
- 14.8 If so indicated, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **price schedule**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for 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, 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

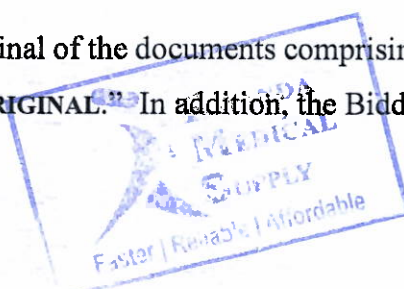
Manufacturer's authorization is **Required if the bidder is not the manufacturer.**

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, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

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 initialed 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 Bid Security

- 21.1 The 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;

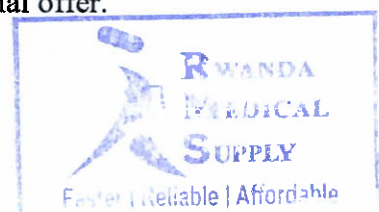
21.3 If a Bid Security is required, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Rwanda Medical Supply ltd as non-responsive.

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**.

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

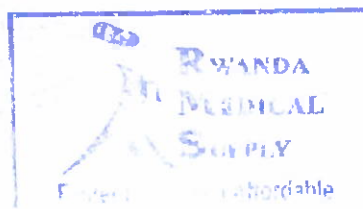
25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

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, 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 <i>[insert Bidder's legal name]</i>
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> ID/Passport Number [Insert the ID or Passport Number] Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>



7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1.
- In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



Joint Venture (JV) Partner Information Form

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

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

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

Page _____ of _____ pages

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



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



Bid Submission Form

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

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

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



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

- (e) Our bid shall be valid for the period of time specified in 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]*

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.]*



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

PRICE SCHEDULE

1	2	3	4	5	6	7	8
Line Item N°	Description of Goods as per bidding document	Description of Goods as per bidder	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 as per bidder]	[insert manufacturer and country of origin/ manufacturing site / plant]		[insert the offered pack size]	[insert unit price per 1 piece, offered pack size]	[insert Delivery Period, for Multimodal transport: Seafreight+Road]
						[insert Total price]	[insert Delivery Period, for Airfreight]

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

NB: Incoterm is DDP-RMS Warehouse.



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:

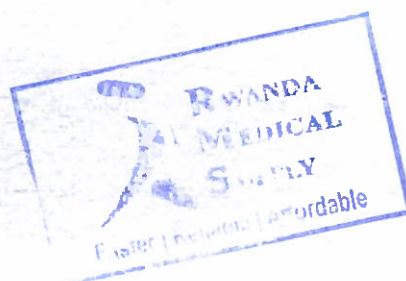
- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid;
or
- (b) having been notified of the acceptance of its Bid by the Rwanda Medical Supply ltd during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or 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 within thirty (30) days after the contract signature with the successful bidder.



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)]*



Performance Security

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

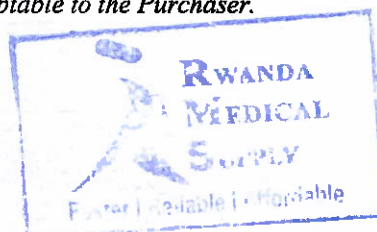
At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)⁷ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire, no later than the 30 day after official reception of goods or works, and any demand for payment under it must be received by us at this office on or before that date. However, before that expiration date, if the planned contract execution period has been delayed or extended, or its value increased, the contractor shall respectively extend the validity period of this performance security or increase its amount accordingly.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 19(a) is hereby excluded.

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

⁷ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.



3. Bank Guarantee for Advance Payment

[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated on a bank's letterhead.]

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

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁸ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

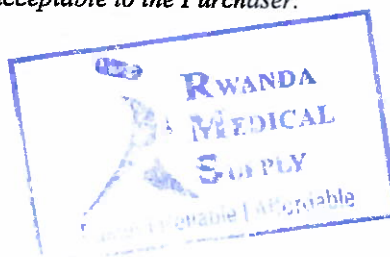
It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until the received advance is totally refunded by the supplier.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

⁸ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.



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 _____



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.

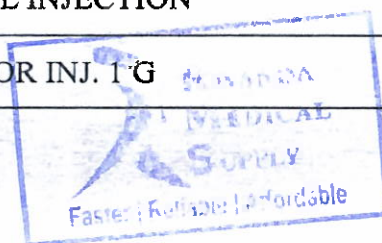
The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section II. In addition, the Schedule of Requirements, together with the Price Schedule, 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).



LIST OF ITEMS

Sn	PRODUCT DESCRIPTION	ESTIMATED QUANTITY
1	CLONAZEPAM 2 MG TABLET	60,000
2	ETAMSYLATE 250MG TABLET	93,894
3	FLUPENTIXOL 1 MG TABLET	124,783
4	INDOMETHACIN 100MG SUPPOSITORY	133,589
5	NICLOSAMIDE 500 MG TABLET	19,364
6	NIFEDIPINE 10MG TABLET SHORT ACTING	494,525
7	ORAL REHYDRATATION SALT	206,824
8	PIMOZIDE 1G TABLET	21,429
9	PIMOZIDE 4MG TABLET	6,560
10	TRAZODONE 50MG TABLET	69,964
11	VALPROIC ACID SLOW RELEASE 500MG TABLET	251,119
12	VITAMIN B-COMPLEX TABLET	5,935,537
13	KY JELLY 82G TUBE	6,353
14	LIDOCAINE 4% GEL	2,716
15	METHYLCELLULOSE EYE DROPS 1% (HYPROMELOSE)	1,719
16	BENZYL PENICILLIN SODIUM 5 MUI INJECTION	11,521
17	CALCIUM GLUCONATE 10% INJECTION	8,236
18	FLUPENTIXOL LP 20 MG/1ML INJECTION	2,696
19	HALOPERIDOL RETARD 50MG/ML INJECTION	21,863
20	PHENYTOIN 250MG/5ML INJECTION	61,655
21	PROPOFOL 2% 10ML INJECTION	42,944
22	SALBUTAMOL 50µG/1ML INJECTION	7,116
23	CEFAZOLIN POWDER FOR INJ. 1 G	25,000



24	DIGOXIN 250MCG/ML INJECTION	763
25	HALOPERIDOL 5MG INJECTION	45,307



Sample of contract



RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)
KN 8 Avenue- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda

FRAMEWORK CONTRACT FOR

BY AND BETWEEN

RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)

AND

.....

Contract number/...../...../2024/2025/RMS
Contract currency	
Contract administrator/Manager	
Contract sponsor/Funding	

July 2024



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

....., (the Supplier) a company incorporated under the laws of.....and having its principal place of business at....., Tax Identification Number..... concerning the supply ofas 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 maximum Once/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 and supply requirements (**Annex 1**)
- c) Any purchase order issued under this Contract
- d) The bidding documents
- e) The Supplier’s bid

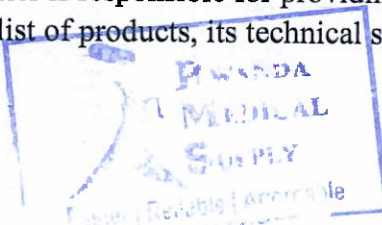
This contract shall prevail over all contract documents. The documents forming the contract are to be taken as mutually explanatory of one another. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

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:

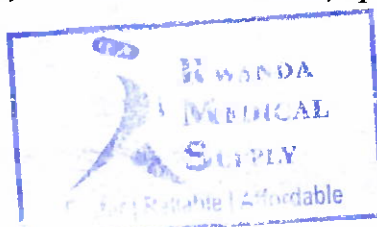
The Client shall make payments to the Supplier in accordance with the provisions of this Contract. Orders will be done by issuing purchase orders to the Supplier for medical products and supplies which may be needed frequently over a period specified under article 2 of this Contract.

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 **DDP-RMS-HQ** warehouses at Kacyiru (KN 8 Avenue Number 28) 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:

<u>The Client's address shall be:</u>	<u>The Supplier's address shall be:</u>
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	

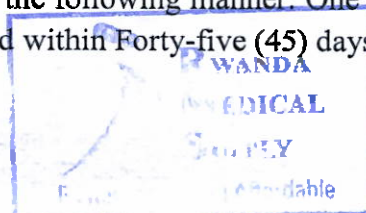
Any party may, by notice to the other party, change its chosen address to another physical address and such change shall take effect on eighth (8th) day after the date of receipt by the party who last receives the notice.

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 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 Rwandan Francs (FRW) for local suppliers and USD or EURO for foreign suppliers, 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 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

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 FRW. 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. The performance security should be valid for the duration of the delivery period specified in this contract, as well as an additional thirty (30) days after the reception and acceptance of the products.

Article 14: Liquidation damages

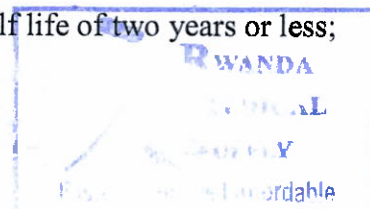
If the Supplier fails to deliver by the date (s) of delivery period specified in the Contract (in Annex 1), the Client may without prejudice to other available remedies for the Client, deduct from the purchase order payment as liquidated damages a sum equivalent to 1/1000 of the total amount of the purchase order per day of delay of delivery.

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 15: 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 16: 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.

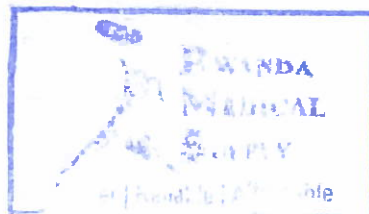
Article 17: Change of orders and Contract Amendment

- 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 20% of the contract price shall not be accepted.

Article 18: 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 19: 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 20: 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 21: Entire Agreement

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

Article 22: 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 23: 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**

Date:/...../2024

Date:/...../2024

Names:

Dr. Abraham LOKO

Title:

Executive Officer

WITNESSED BY:

Date:/...../2024

Names:

Company Secretary-RMS LTD

