



**RWANDA MEDICAL SUPPLY (RMS) LIMITED**

<b>Title of the Tender:</b>	<b>HIRING A FREIGHT FORWARDING AND CLEARING FIRM</b>
<b>Tender Reference:</b>	<b>065/NC/ICB/2024/2025/RMS LTD</b>
<b>Procurement Method:</b>	<b>International Competitive Bidding</b>
<b>Contract Type:</b>	<b>FRAMEWORK AGREEMENT</b>
<b>Date of issue:</b>	<b>.07..1.10/2024</b>
<b>Date and time of submission and public opening of bids:</b>	<b>Deadline for submission .05..1.11../2024 at 10am local time</b> <b>Public opening: .05..1.11../2024 at 10:30 am local time</b>



**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: HIRING A FREIGHT FORWARDING AND CLEARING FIRM****Tender Number: N°065/NC/ICB/2024/2025/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 14<sup>th</sup> 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 HIRING A FREIGHT FORWARDING AND CLEARING FIRM 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 **05./11./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**

All interested bidders may obtain some complementary information by writing on the email [rmsltd.procurement@rmsltd.rw](mailto:rmsltd.procurement@rmsltd.rw) with a copy to [imahirwe@rmsltd.rw](mailto:imahirwe@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 ..27../12/2024

  
Dr LOKO Abraham  
Chief Executive Officer of RMS Ltd

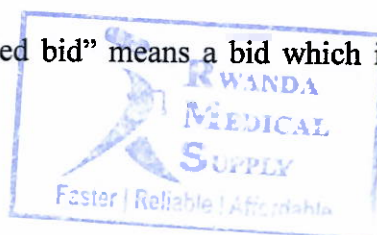


## PART 1 - BIDDING PROCEDURES

### 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 **HIRING A FREIGHT FORWARDING AND CLEARING FIRM TO RMS, 065/NC/ICB/2024/2025/RMS Ltd.**
- 1.2 The name, identification, and number of lots are: **HIRING A FREIGHT FORWARDING AND CLEARING FIRM TO RMS, 065/NC/NCB/2024/2025/RMS Ltd. (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.



## 2. Source of Funds

The Rwanda Medical Supply Ltd has received funds (hereinafter called “funds”) from Ordinary Budget toward the cost of the project **HIRING A FREIGHT FORWARDING AND CLEARING FIRM TO RMS, 065/NC/ICB/2024/2025/RMS Ltd**. The Client intends to apply a portion of the funds to the payments under the contract for which hose 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.<sup>1</sup> In pursuance of this policy, Rwanda Public Procurement Authority:

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

- (i) “corrupt practice”<sup>2</sup> means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence a civil servant or Government entity
- (ii) “fraudulent practice”<sup>3</sup> means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a civil servant to obtain a financial or other benefit or to avoid an obligation
- (iii) “collusive practice”<sup>4</sup> means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or the civil servant
  - (iv) “coercive practice”<sup>5</sup> means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance
  - (v) “obstructive practice” is

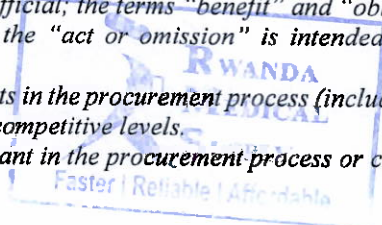
<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

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

<sup>3</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

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



- (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;

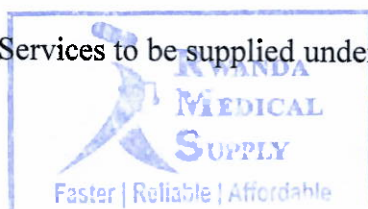
4.5 A Bidder that is under a declaration of ineligibility by RMS Ltd, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified of RMS Ltd or other regulatory bodies.

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**

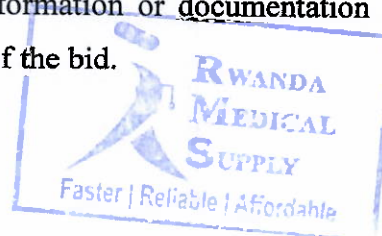
- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Forms

##### **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](mailto:rmsltd.procurement@rmsltd.rw) and copy [jmurwanashyaka@rmsltd.rw](mailto:jmurwanashyaka@rmsltd.rw) and [imahirwe@rmsltd.com](mailto: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<sup>6</sup> 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.

## B. Preparation of Bids

<sup>6</sup> 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) Proof of payment of tender document



- h) At least 2 Certificates of good completion/or other related certificate of executed contracts within the same industry (*Dealing with freight forwarding of pharmaceutical products*) within the past 5 years
- i) Similar (*in terms of Volume and complexity*) contracts/assignments executed (*with traceable proof*) to verify **The Budget** of top 3 different big shipments forwarded successfully in comparison with the 3 RMS big shipments (LLNIs, IV fluids, Gloves, Insecticides, gauze roll, Paracetamol tablets)
- j) Company profile
- k) Audited financial statements indicating the company turnover of the last 2 years should be at least 500Million Rwanda francs or above.
- l) Firm's standard operating procedures.
- m) The Bidder should have at least 10 years of experience of providing Clearing and Forwarding services.
- n) Brief description of the firm process to refund any loss or damage if the firm is held responsible (Please add justifiable proof of where it was done)
- o) The firm should have at least branches/representatives in Europe, China, India, North America, Kenya, Tanzania, and South Africa. Representative/branch office in South America, North Africa and Australia could be an added advantage.
- p) The firm should have an electronically accessible system for cargo visibility. The system shall be providing updates on a daily basis.
- q) Qualifications and competence of the key staff
  - i. *Should have at least a bachelor degree in Logistics, supply chain, business administration or any other related field*
  - ii. *At least 5 years of experience working as a team leader in charge of forwarding high volume and sensitive shipment to NGOs, reputable Commercial companies or NGOs*
  - iii. *Valid certificate of RWAFF (Rwanda Association of freight forwarders) for the key personnel based in Rwanda.*

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

## 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.

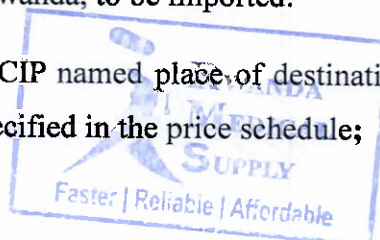
## 13 Alternative Bids

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

## 14 Bid Prices and Discounts

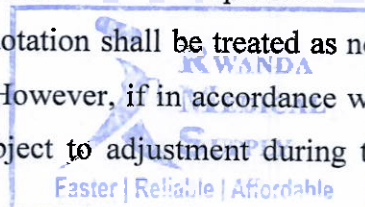


- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form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

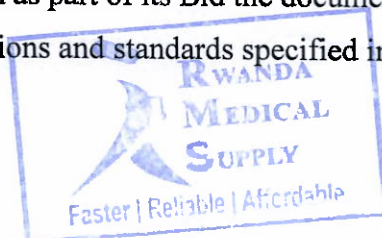
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **price schedule**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities 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**





21.1 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**.

### 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 an 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.

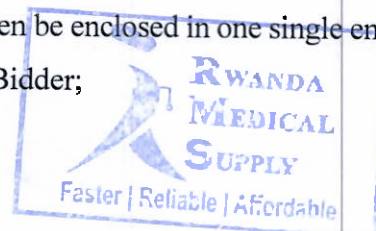
19.2 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

### 12. 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**

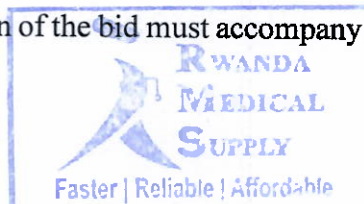
- 21.1 Bids must be received by the Rwanda Medical Supply Ltd at the address and no later than the date and time **specified in the tender notice**.
- 21.2 The Rwanda Medical Supply Ltd may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which 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.

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

#### **25 Confidentiality**

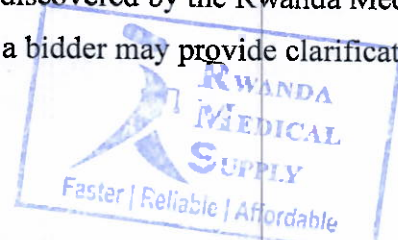
25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

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.

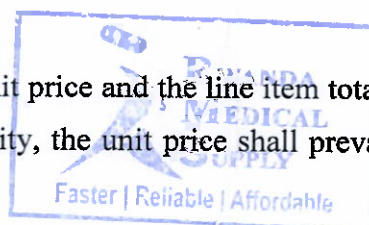


## 27 Responsiveness of Bids

- 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.

**14. 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 Contract 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 <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.



**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.]*



**PRICE SCHEDULE FOR LOCAL SUPPLIERS**

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



**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).



## TERMS OF REFERENCE FOR HIRING A FREIGHT FORWARDING AND CLEARING FIRM

### 1. INTRODUCTION

#### A. Background

RMS Ltd was established with the mandate to ensure the timely availability of affordable health products and medical technologies to the public. The mission of RMS Ltd is to ensure the quality and timely availability of all health commodities to the public through a cost-efficient, sustainable, and effective supply chain. The health commodities will be procured, stored, and distributed to the public through an economical and financially sustainable supply chain that can meet the current and future needs and manage increasing complexity.

To be specific, Rwanda Medical Supply (RMS) Limited procures different human medicines, consumables, laboratory reagents and hospital equipment which may be transported under normal temperature or cold chain conditions. These health commodities are sourced from different countries mainly but not limited to Africa, North America, Asia, and Europe either by Air, Land or on Sea.

Hence, due to the nature of the health commodities procured by Rwanda Medical Supply Ltd, the freight forwarder will sometimes be required to work under extreme emergency conditions with limited turnaround time.

In view of the above and in order to achieve its mission Rwanda Medical Supply Limited desires to establish a **long-term agreement with different Global freight forwarding firms** which have got a proven track record in providing freight forwarding services, which are reliable, efficient, provide a high level of service, with dedicated professional employees who clearly understand the challenges related to the shipping of pharmaceuticals and other health commodities/equipment.

This tender constitutes an invitation to prospective Bidders ("Bidder") to submit offers ("Offer") for the services described herein and is not considered an offer of contract. All bidders must submit a response that complies with the minimum requirements contained herein.

It is in this regards that RMS ltd seeks qualified and experienced freight delivery companies and customs brokerage to provide freight forwarding, transportation and customs clearance on a timely basis and in a cost-effective manner.

#### B. Objective

In order to achieve time and cost efficiency from economies of scale while ensuring outstanding quality of service, RMS ltd wishes to enter into **Long Term Agreements with 3 of the most competent companies** to provide freight forwarding, customs clearance and transportation



## 2. PROJECT OVERVIEW

Please see below a summary of the requirements for which RMS Ltd invites you to bid on. Further detail on the specific requirements of the project (volumes, dates, product specifications etc.) can be found in Part 2 (Core Requirements & Specifications) of this Tender Pack.

Item	Description
<b>Country</b>	<i>The firm should have at least branches/representatives in Europe, China, India, Northern America, Southern America, Kenya, Tanzania, South Africa, North Africa and Australia</i>
<b>Description of goods or services</b>	<i>RMS ltd wishes to enter into Long Term Agreements with 3 of the most competent companies to provide freight forwarding, customs clearance and transportation</i>
<b>Duration</b>	<i>Successful Tenderers will be expected to enter into a service agreement with RMS LTD for an initial period of 3 years. The continuation of the contract upon completion of the initial period will be subject to satisfactory annual performance</i>
<b>Agreement Type</b>	<i>The successful the freight forwarding and clearing firms will be awarded a 'Non-Fixed Price Framework Agreement'. The Framework Agreement does not commit RMS LTD to any service order but will govern all future service orders/purchase orders which will be completed under this framework.</i>

### A. AWARD CRITERIA

RMS LTD is committed to running a fair and transparent tender process, and ensuring that all bidders are treated and assessed equally during this tender process.

Bidder responses will be evaluated against three categories of criteria: Essential Criteria, Capability Criteria.





These criteria have been especially created to help RMS LTD determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

### **3.1 ESSENTIAL CRITERIA**

These are criteria which bidders **must** meet in order to be successful and progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process. This criterion is scored as Pass or Fail and will not be evaluated against capability.

### **3.2 CAPABILITY CRITERIA**

These are criteria will used to evaluate the bidders' ability, skill and experience in relation to the requirements of RMS LTD. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Capability Criteria, which will have been created by a committee of representatives from RMS LTD.

## **4 BIDDER RESPONSE DOCUMENT**

To ensure bidders provide all the required information in order for RMS LTD to be able to effectively evaluate the submitted bids against the evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission.

Further information on the Bidder Response Document can be found in Section 4 of this Tender Pack, and a copy of the Bidder Response is provided in Schedule 2.

## **5 VETTING**

The vetting of bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), RMS LTD may reverse their award decision.

## **6. DOCUMENTATION FOR SUBMISSION**



Bidders wishing to submit a proposal to this Invitation to Tender must use the Bidder Response Document template in Part 3 of this Tender Pack. Any bids received using different formats will not be accepted.

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, and Capability which will be used to evaluate the quality of the bids received.

Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Section 3 of the Bidder Response Document to confirm that the bidder response is accurate and can be relied upon

### **6.3 SUBMISSION OF BIDS**

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void.**

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 to the reception of the address below before ...../...../..... at **10:00am** local time; Bids can also be sent as soft copy via email: tenders@rmsltd.rw; Late bids will not be accepted.

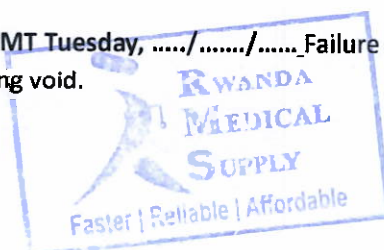
Bids opening will be the same day at **10:30am local time** at RMS Office.

#### **Bid clarification questions**

- Bid clarification questions should be sent via email rmsltd.procurement@rmsltd.rw and copy yihirwe@rmsltd.rw
- Where the enquiry may have an impact on other bidders within the process, RMS Ltd will notify all other Bidders to maintain a fair and transparent process.
- Bid clarification questions will be summarised and responses sent to all interested bidders via email on the closing date.

#### **6.4 CLOSING DATE FOR BID SUBMISSION**

Your bid must be received no later than **12.00 GMT Tuesday, ...../...../.....**. Failure to submit your bid by the Closing Date may result in your quote being void.



All Bids must remain valid and open for consideration for a period of not less than 90 days from the Closing Date.



## PART 2 – CORE REQUIREMENTS & SPECIFICATIONS (Terms of reference)

### A. Objective

In order to achieve time and cost efficiency from economies of scale while ensuring outstanding quality of service, RMS Ltd wishes to enter into Long Term Agreements with 3 of the most competent companies to provide customs clearance, freight forwarding, transportation and vehicle registration services.

### B. Background

RMS Ltd was established with the mandate to ensure the timely availability of affordable health products and medical technologies to the public. The mission of RMS Ltd is to ensure the quality and timely availability of all health commodities to the public through a cost-efficient, sustainable, and effective supply chain. The health commodities will be procured, stored, and distributed to the public through an economical and financially sustainable supply chain that can meet the current and future needs and manage increasing complexity.

To be specific, Rwanda Medical Supply (RMS) Limited procures different human medicines, consumables, laboratory reagents and hospital equipment which may be transported under normal temperature or cold chain conditions. These health commodities are sourced from different countries mainly but not limited to Africa, North America, Asia, and Europe either by Air, Land or on Sea.

Hence, due to the nature of the health commodities procured by Rwanda Medical Supply Ltd, the freight forwarder will sometimes be required to work under extreme emergency conditions with limited turnaround time.

In view of the above and in order to achieve its mission Rwanda Medical Supply Limited desires to establish a **long-term agreement with different Global freight forwarding firms** which have got a proven track record in providing freight forwarding services, which are reliable, efficient, provide a high level of service, with dedicated professional employees who clearly understand the challenges related to the shipping of pharmaceuticals and other health commodities/equipment.

This tender constitutes an invitation to prospective Bidders (“Bidder”) to submit offers (“Offer”) for the services described herein and is not considered an offer of contract. All bidders must submit a response that complies with the minimum requirements contained herein.

It is in this regards that RMS Ltd seeks qualified and experienced customs brokerage and freight delivery companies to provide customs clearance, freight forwarding, transportation and vehicle registration services in Rwanda on a timely basis and in a cost-effective manner.

RMS Ltd supports programs and projects which operate in most areas of the country.

The non-peak monthly volume is approximately 30 shipments per month

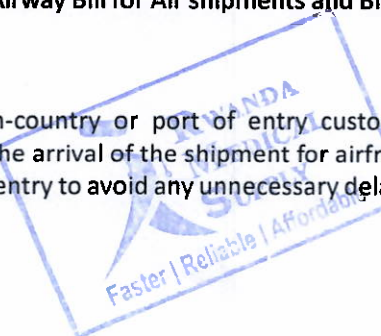
Customs cleared shipments are delivered to RMS Ltd at Kigali and when required, to other regions in Rwanda.



In addition, any resulting contract will be non-exclusive. RMS Ltd reserves the right to contract any other agency, as it may seem prudent.

### C. Scope of Services

- The Freight forwarder shall perform the following under the contract as and when requested by RMS Ltd perform expediting, transport, freight forwarding and related services from the point of origin to the point of destination as specified in each Purchase Order issued by RMS Ltd.
- The Freight forwarding firm shall be responsible for scheduling pick up of the consignments from the designated supplier address provided by Rwanda Medical Supply Limited within 5 business days from the instruction date and to provide manpower to load the cargo on the trucks (in the event it is not provided by the supplier), pick up should be scheduled in a timely manner. The freight forwarding firm must ensure that the goods have been received in a good & transportable condition and supervise the loading onto the carrier (ship or aeroplane).
- The firm shall be responsible for all transportation from the supplier's address to ports and airports of export.
- The firm shall be responsible for ocean transportation of 20'/40' FCL from the ports /airports of export to the ports/airports of discharge- Mombasa & Dar es salaam and Kigali International Airport.
- The Freight forwarder shall seek and maintain comprehensive insurance coverage of all commodities during in transit (Air, Ocean, and Land) until they arrive at their destination (consignee address). Therefore, the Freight and forwarder shall solely be responsible for any cargo loss and damage of the commodities in transit.
- The firm shall arrange for subsequent transportation of 20'/40' FCL from the ports/airports of discharge to RMS warehouses.
- The firm shall be responsible for conducting the cargo export clearance and any other export formalities at the county of origin ports within a limited timeframe depending on the circumstances.
- The firm shall coordinate with our suppliers around the world on behalf of RMS to insure a smooth supply chain is not disrupted. The freight forwarder should maintain a clear coordination channel and monitoring of the commodities at each point, they should be ready to respond to queries arising from the transportation and delivery process without fail, share real-time updates including pre-alert, share Airway Bill for Air shipments and Bill of lading for ocean shipments.
- The firm shall oversee and conduct the in-country or port of entry customs clearance processes, and this should be done prior to the arrival of the shipment for airfreights or take place within a maximum of 2 days at ports of entry to avoid any unnecessary delays (preferred

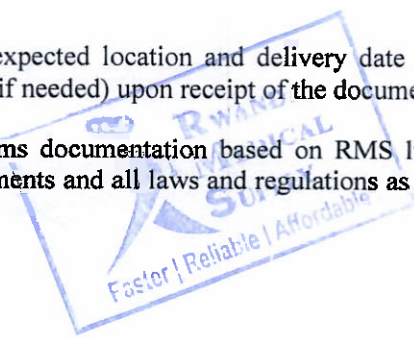


option). They should as well coordinate the direct transportation to the intended destination as well as provide regular updates on the status of the shipments.

- The firm shall conduct all customs clearance formalities at the port of entry and at the different border points for all the consignments until the release of the products.
- The firm shall also conduct the clearance formalities for all the consignments until the release of the products at the port of destination.
- The firm shall be responsible for all the in-country/ In-land logistics
- The freight forwarder shall be responsible for making delivery appointments with RMS for them to avail of offloading space and avoid truck detention or any other unnecessary delays at the warehouse. Commodities should be delivered without delay to designated destinations and they should be in a good state.
- The firm shall supervise the operations of unloading and verification of goods at the level of all customs points and at the level of Rwanda Medical Supply Limited Warehouses.
- The firm shall be responsible for returning shipping line containers to their designated depot as well as all other shipping lines including containers detention
- Upon receipt of signed Proof of Delivery (POD) by an authorised RMS personnel, the freight forwarder shall ensure that they share the POD electronically on [rms@procurement.rw](mailto:rms@procurement.rw)

#### Lot 1: Port of Entry Clearance

- i. The Contractor shall be responsible for the receipt, storage, handling and customs clearance of shipments at the following ports of entry. Contractor shall ensure cargo is cleared correctly and in a timely manner while avoiding any actions that may result in potential delays or fines. Additional ports of entry may be added during the course of this contract.
  - a. All international Airports linked to Rwanda
  - b. All Seaports in linked to Rwanda
  - c. Dry port
- ii. For each shipment, RMS Ltd shall provide the Contractor with shipping documents giving a description, copy of the PO and relevant particulars of the goods, point of origin, ultimate destination, the name and address of the recipient, terms of delivery, and method of transport (road, rail, sea and air), shipping marks, special handling instructions and other pertinent details. Omission of any of the foregoing information shall not diminish the Contractor's responsibilities under this Contract.
- iii. The shipping documents shall indicate the expected location and delivery date so that the Contractor can coordinate delivery of goods (if needed) upon receipt of the documents.
- iv. Contractor shall prepare all necessary customs documentation based on RMS Ltd standard instructions, particulars in the shipping documents and all laws and regulations as dictated by



the nature of the goods.

- v. Contractor shall perform all coordination duties necessary in connection with customs clearance and the handling and movement of cargo between the port, customs representatives, RMS ltd representative, and air/sea freight operational units.
- vi. Contractor shall ensure that the number of pieces, dimensions of each piece, the description of items, the packing and the gross weight and markings are in accordance with the information contained in the shipping documents submitted by RMS ltd
- vii. As soon as it has received the goods on behalf of RMS ltd, the Contractor shall issue a signed Goods Receipt Note indicating the date, the purchase order or request number, the delivery number, the date goods were received, the number of pieces, goods volume and weight, a description of the goods, name of the supplier, supplier's invoice number, currency and amount, point of origin (delivery point or port of loading) and the port of discharge, and submit the arrival notice to the recipient and/or RMS ltd.
- viii. RMS LTD may request shipments to be cleared within (3-5) calendar days of arrival;
- ix. If any loss, shortage, damage or deterioration of the goods is found or detected by Contractor they shall take delivery of the said goods only after obtaining required certificate/report from the concerned authorities and inform RMS ltd in the matter forthwith.
- x. The Contractor shall be fully responsible for proper and safe handling, carrying and storage of the goods and shall keep safe custody of the same on behalf of the RMS ltd till further instructions, the said goods remain under their charge till that period.

#### Lot 2: Surface Transportation

- i. The Contractor is also required to provide surface transportation of shipments to in-land locations. The RMS ltd does not guarantee any minimum volume of shipments to be handled by the Contractor.
- ii. Upon receipt of the shipping documents from RMS ltd stating the date, final destination and any special handling or packing instructions, the Contractor shall organize their local office or a local freight forwarding agent to provide transportation services as needed once the shipment has cleared customs.
- iii. Upon delivery of consignments to Recipient or RMS ltd, acknowledgment receipt shall contain: (i) the quantity and type of goods received and the date received; (ii) the condition of the goods received, including details as to whether either the goods packaging was damaged prior to receipt by recipient or RMS ltd; and (iii) the name and signature of authorized RMS ltd representative. The Contractor must include a copy of such acknowledgment receipt with all documentation provided in support of the invoiced claim submitted by the Contractor in connection therewith.
- iv. Contractor must be prepared to coordinate transportation for both containerized and non-containerized freight; both 20' and 40' containers; normal and refrigerated cargo; and any other conditions requested by RMS ltd
- v. Collect and deliver cargo from RMS ltd locations, if required;
- vi. The Freight forwarder shall exercise due diligence to detect any unaccustomed, or unusual shipment of goods, such as possible duplicate shipments, sudden increase or decrease in volume to a destination, etc. Such occurrence shall be communicated to RMS ltd concerned

immediately upon detection.

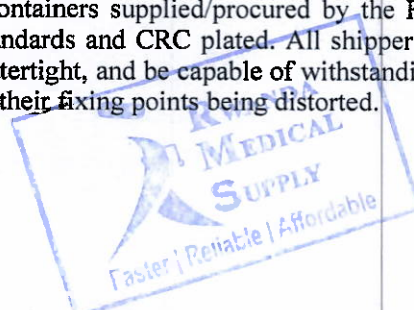
- vii. The Freight forwarder shall perform expediting with RMS's assigned suppliers, to ensure goods are picked up and transported without delay.
- viii. By nature of the humanitarian cargo to be moved by RMS Ltd, time is of essence. The Freight forwarder shall ensure that each and every consignment is dispatched without delay and each and every consignment reaches its destination within the normal time period acceptable for the particular route and mode of transport involved.
- ix. Standard transit times on each active transport lane will be established and monitored.
- x. For emergency shipments, 24 hours / 7 days a week support shall be required from the Freight forwarder to ensure immediate dispatch upon readiness of goods.
- xi. The Freight forwarder is entitled to choose between customary routes to the nearest port with a departure to the destination within the time limits set forth above. RMS Ltd will not accept additional costs for cross-border pre-carriage (e.g. to another country of departure), unless agreed in writing in advance. RMS Ltd, must be quoted transport costs from collection point to the port of departure in advance and all outlays for pre-carriage are to be substantiated by a copy of original invoice from sub-contractors when the freight invoice is presented.

#### **D. Sea Freight**

- a. The Freight forwarder has the obligation to select only "next suitable regular scheduled vessel with due consideration to the best possible transit time. Selection of Shipping Line may be based on prime carriers agreed between the Freight forwarder and RMS Ltd. In the event a departure is cancelled or cargo not being loaded due to backlog or other reasons, RMS Ltd has to be informed immediately of the reasons for the cancellation/delay/non-loading and proposed alternative/revised departure. All shipments are to be covered by Carriers' combined Bills of Lading, be it through going or Port to Port. For certain landlocked destinations the Freight forwarders' through going Bills of Lading may however be acceptable.

#### **E. Container Seals**

- a. All sea freight containers shall be sealed at time of loading with seals provided by the shipping line or haulage companies. Seal numbers shall be shown on the related Bill of Lading, and Freight forwarders invoice. In certain circumstances RMS Ltd shall provide the Freight forwarder with seals to be attached as per the above instructions.
- b. Container Equipment
- c. All carrier containers supplied by the Freight forwarder must be of ISO standard and be clean and suitable for the transportation of general merchandise. Containers supplied, which do not meet these standards, will be rejected at no cost to RMS Ltd concerned.
- d. The Freight forwarder may be requested to purchase shippers' own containers on behalf of RMS LTD. The rates for such containers must be agreed with RMS Ltd in writing in advance, and original invoice of container purchase to be attached to Freight forwarders invoice to RMS Ltd. All shippers' own containers supplied/procured by the Freight forwarder must be constructed to ISO standards and CRC plated. All shippers' own containers must be classified wind and watertight, and be capable of withstanding the weight placed therein without buckling of their fixing points being distorted.



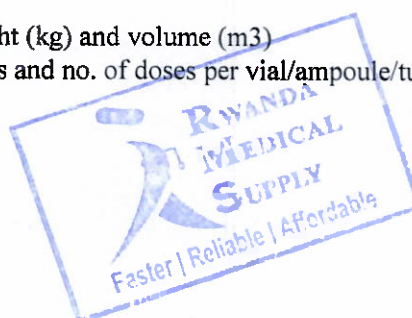


**F. Vaccines/Medicine and other temperature controlled cargos:**

- a) Special requirements for temperature controlled cargo must be adhered to, and maintenance of the cold chain must be respected at all times.
- b) Any additional requirements regarding arrival times will be stated in the Purchase Order/Forwarding Information. These shall be observed unless unavoidable and communicated in writing to defined contact point at RMS ltd, prior to delivery.
- c) Beside the above routing and booking procedures the following general principles are to be applied:
  - a. No transport with radioactive products, fish or meat. Correct handling of the cold chain during transit, warehousing and shipping Vaccines must be kept in temperature-controlled environments at all times throughout the shipment process).
  - b. Re-icing of shipments with either dry ice or ice packs shall be performed in accordance with the instructions of the supplier of each shipment, whenever deemed necessary.
  - c. Consolidation or split consignments are not permitted unless approved in writing in advance by RMS ltd.
  - d. Goods shall be dispatched as booked unless approved in writing in advance by RMS ltd.
  - e. House Airway Bills are not permitted unless approved in writing in advance by RMS ltd.
  - f. The maximum transit time from the Supplier to arrival at the airport of destination must not exceed 48 hours, unless unavoidable and specifically agreed to in writing in advance by RMS ltd.
  - g. Documents shall be sent at least seven (7) days (five (5) working days) in advance of arrival of the goods. The Purchase order/Forwarding Information or Consignee list will for some destinations specify a longer period of advance notice and that shall then apply. The documents shall include the following:
    - Pre-advice as defined by RMS
    - Air Waybill (AWB)
    - Supplier invoice
    - Packing list
    - LRC (Lot Release Certificate) issued by the National Regulatory Authority of the country of manufacture for each lot of vaccines supplied.
    - Any other document, certificate or instruction specified in the Purchase Order.

The Pre-advice must contain the following information:

- RMS ltd Purchase Order reference
- Consignee requisition reference
- Number of packages, gross weight (kg) and volume (m3)
- Type of vaccine, total no. of vials and no. of doses per vial/ampoule/tube
- Value of shipment (PKR/USD)
- Cost of freight
- AWB and flight number(s)



- Date and time for place of departure, transit (if applicable) and arrival
- Instructions for collection and any other instructions for the consignee
- Any other information specified in the Purchase order must also be included.

The following information shall be stated on the Air Waybill:

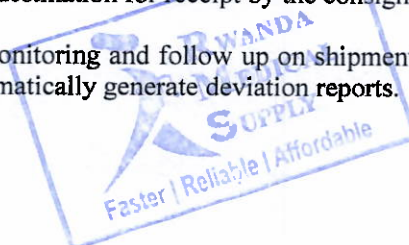
- Consignee's name, address and telephone number
- RMS ltd Purchase Order reference
- Consignee requisition reference
- Type of vaccine and quantity
- Instructions to: ~Telephone consignee upon arrival (repeat telephone number)"
- Handling information: "Medicines - Vaccine - For human use – Highly perishable - Not to be delayed.
- For all vaccines other than Oral Polio vaccine, the following shall also be stated in the AWB: "Throughout shipment, pending reshipment and prior to collection by the consignee, the vaccine must be stored at +20 C to +80 C (+350 F to +500 F) ".
- For Oral Polio vaccine, the following shall also be stated in the AWB:
- "Throughout shipment, pending reshipment and prior to collection by the consignee, the vaccine must be stored at .150 C to \_250 C (+50 F to \_130 Fr)

The documents shall be sent by the Freight forwarder by-mail to the following:

- The consignee RMS ltd Country Office in the receiving country
  - The defined contact point at RMS ltd
  - Any other parties as specified in the Purchase Order
  - One set of the following documents shall accompany the consignment when it is shipped:
    - Air Waybill (AWB)
    - Supplier invoice
    - Packing list
    - LRC (Lot Release Certificate) issued by the National Regulatory Authority of the country of manufacture for each lot of vaccines supplied.
    - Any other document, certificate or instruction specified in the Purchase Order.
- d) The Freight forwarder shall appoint dedicated personnel for constant monitoring of vaccine deliveries and other shipments requiring a temperature controlled environment, from the Supplier to collection at the airport of destination with any deviation of any kind notified to RMS LTD. Any impediment to delivery shall be communicated in writing immediately.
- e) In the event of any changes to the schedule, where the estimated time of arrival is either delayed or brought forward, the forwarding agent shall notify all of the aforementioned parties under paragraph as soon as changes are known.

#### **G. Order Monitoring and Track and Trace System**

- a) The Freight forwarder shall provide and maintain an Internet based Monitoring and Trace and Tracking System. The system shall be capable of recording all relevant data elements to enable the monitoring of all goods from the date of receipt of the Purchase Order Delivery Documents until the goods are delivered at the final destination for receipt by the consignee.
- b) The system shall be capable of active monitoring and follow up on shipments as per defined milestones, including the facility to automatically generate deviation reports.



- c) The Freight forwarder will be responsible for the infrastructure to allow all RMS Ltd Offices, access to the system using web technology. Access by the RMS Procurement office will be restricted through security measures (User Identification, Passwords, etc.) that are available in the market. The costs of maintaining such facilities shall be the responsibility of the Freight forwarder.
- d) The Ordering Monitoring and Track and Trace System must be fully implemented within three (3) months after signing of the contract. Please refer to the section below.

## **H. ADDITIONAL SERVICES**

### **Reporting**

- a) The Freight forwarders IT Monitoring, Track & Trace and Operational system shall be capable of providing periodic performance reports as per pre-defined Key Performance Indicators. The required performance reports shall include but not be limited to:
  - b) Forwarder performance; ability of forwarder to ship consignment within 'given timeframe after goods and transport documentation being ready from supplier Carrier performance; ability of carrier(s) used to maintain promised transit time between (air)port of origin to (air)port of destination Forwarder documents performance; ability to dispatch correct documents to consignee within given timeframe from actual departure of consignment Forwarder invoice performance; ability to issue correct invoices to RMS Ltd within given timeframe from actual departure of goods
- c) The system shall also be capable of providing shipping statistics as appropriate. The required statistics shall include, but not be limited to:
  - d) Number/Type/weight/volume of shipments from a given country, region or loading port to a given country or discharging port along with information of the freight components.
- e) All reports required are to be available and to be extracted from the Freight forwarders system without the active intervention of the Freight forwarder. The system shall be based on an independent internet based protocol platform.
- f) RMS Ltd shall have full access to the system. The completed data must be available from the online database until twelve (12) months following completion of a shipment. After twelve months the data is to be retained by the Freight forwarder in a suitable storage device for six years. There is a requirement for
  - g) RMS Ltd to produce quarterly and annual statistics, which will require access to a full calendar year's data.
  - h) (d) Until such reports/statistics should be retrieved from the System, the Freight forwarder will be obligated to produce such data on behalf of RMS Ltd.

### **i. Electronic Data Interchange**

The Freight forwarder shall be obliged to implement and support in partnership with RMS Ltd, where standard message formats are exchanged electronically through predefined interfaces. The Freight forwarder shall make such resources available to RMS Ltd, when requested.

### **ii. Claims**

The Freight forwarder shall offer all assistance in lodging and pursuing claims for loss or damage in transit with the relevant parties. Settlement of claims between the Freight forwarder or any of its 3rd party transport providers and RMS Ltd shall be settled without any delay and no later than three

(3) months from time of incident.

### iii. Storage

In the event that interim storage is required during transport it is considered part of the transport. If longer term storage is required, the Freight forwarder shall arrange for storage of goods

### iv. Warehousing

The Freight Forwarder shall assist in arranging local warehouse facilities in designated regions/Provinces or countries. A warehouse arrangement shall include, but not be limited to, sound and safe facilities, regular monitoring and supervised operation. Storage payments shall be based on specified invoices accompanied by supporting documentation with the prior approval of RMS ltd.

### v. Consolidation

Prior to any consolidation, RMS ltd shall be consulted. When required and deemed most feasible the Freight Forwarder shall endeavour to consolidate the shipments either at own warehouse facilities, RMS ltd, or through various hub arrangements. Any additional requirements regarding consolidation will be stated in the ~Purchase order/Forwarding Information or Consignee list".

### vi. Delivery Document.

The invoice shall contain all applicable charges for any pre-carriage, stuffing and loading split, by Purchase Order and/or Delivery. RMS ltd shall not be charged any interim storage charges in connection with consolidation.

### vii. Packing

If required, the Freight forwarder shall arrange for suitable export packing or repacking of goods. Packing of goods or re-packing by the Freight forwarder is not applicable for vaccine shipments. The Freight forwarder shall also be able to assist with labelling and markings on an ad-hoc basis.

### viii. Additional Forwarding Services

The Freight forwarder shall fulfil any additional forwarding services by mutual consent. Use of such services shall be based on separately negotiated rates agreed upon between the Freight forwarder and RMS ltd prior to initiation. Examples of additional forwarding services:

In-country logistics in connection with specific projects which could entail both regional and local set-packing, warehouse administration, detailed distribution and on-site delivery to designated locations.

Specific vaccine or election campaigns with tight on-time distribution to numerous destinations within a short time frame.

### ix. Shipping rates

#### 1. Full Container Load (FCL) 20' and 40'

The rates for "Shipping Line containers" shall be full liner terms at a fixed cost per container.



Additional rates will be required for "special containers" on an ad hoc basis. For any shipment comprising a volume of ten (10) 1EU's or more, the Freight forwarder is expected to offer special freight terms and obtains a minimum of 3 quotes. RMS ltd concerned must be consulted on rates and service prior to shipment.

Multiple Bills of Lading for one and the same container may be required.

## 2. Less Than Full Container Loads (LCL)

The rates are full liner terms at a fixed cost per weigh/measure (w/m). The LCL rates shall be inclusive of charges such as stuffing, handling, stripping or interim storage charges but excluding standard terminal handling charges.

For consolidated FCL containers through a hub, the LCL rate for the LCL shipments up to the consolidation hub shall include any interim storage charges.

It is the responsibility of the Freight forwarder to ensure that all shipments are effected in the most cost-effective way and to take all cost factors into consideration when deciding the mode of transport, be it FCL or LCL.

## 3. Time Demurrage (container)

The Freight forwarder shall render to RMS ltd assistance in obtaining possession of consignments from the carrier at the port of discharge. Under all circumstances the following "Free Time Demurrage" shall apply at the contracted destination with the Freight forwarder:

SEA \*) the updated standard fees at both Mombasa and Dar es salaam ports to be provided by the forwarder

LAND – Maximum 3 days after consignment made available by carrier.

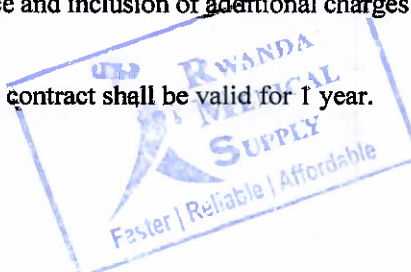
Extended free time might be requested as specific destinations and/or projects may require free time of up to 60 days or more.

All transport documents, Bills of Lading and CMR Waybill must stipulate the Free Time of Demurrage.

The Freight forwarder shall be able to monitor 'still standing' containers, and notify RMS ltd offices seven (7) days prior to the established free time. It is the intent of RMS ltd to establish a simplified and controllable demurrage cost regime during the time of the contract.

## 4. Rate Structure

- a) The Sea freight rates quoted shall be full liner terms port of discharge. Port of discharge is defined as the seaport in the country of destination in which the consignment arrives, with the exception of landlocked countries where rates should be on a combined Through Bill of Lading basis to the final destination.
- b) Sea freight rates shall include all surcharges such as CAF, Terminal Handling Charges, Security fees, with the exception of BAF, congestion and potential War risk. Any unforeseen charges imposed by carriers during the validity period of the rates, will be reimbursable only if RMS ltd is notified immediately and agrees to such charges. Details of notification period and contract management procedures for acceptance and inclusion of additional charges and adjustment of BAF will be agreed in the contract.
- c) Sea freight rates applicable during the contract shall be valid for 1 year.



- d) Negotiations with carriers shall take place well in advance of expiry of current rates. Any proposal of adjustment of rates shall be submitted in writing at least 30 days before such an adjustment can take effect.
- e) All rates shall be quoted based on mutually agreed prime carriers reflecting best transit times available in the marketplace. The quote shall reflect name of carrier, frequency and transit time.

#### **5. Handling Fees**

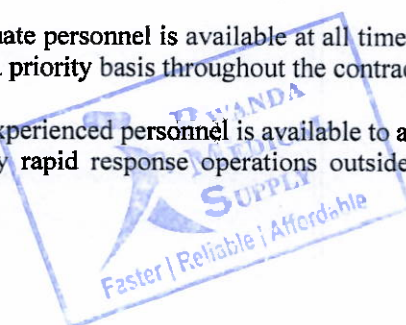
- a) The Freight forwarder shall be paid for their services as described in this document through separate handling fees. The fees shall be calculated by volume and/or number of transactions and/or chargeable weight.
- b) The Freight Forwarder shall not add any extra charges for administrative costs and out-of-pocket expenses e.g. dispatch of documents, fax, e-mails, phone calls, postage and other minor charges, nor for the cost of supply, installation or maintenance of IT systems. The quoted handling fee shall be valid for the duration of the Contract for a period of three years in case of extension.

#### **6. Designation of Carriers and Routing**

- a) RMS Ltd reserves the right to designate carriers and routings when necessary and to negotiate directly with carriers. RMS Ltd shall inform the Freight forwarder of such negotiations, and the agreed rates and terms. Such freight rates shall be used solely for the benefit of RMS Ltd.
- b) The parties of the contract shall acknowledge that during the course of the contract, RMS Ltd may wish to move towards 3-party negotiations with selected prime carriers. This will be done in coordination with the Freight forwarder being nominated for the traffic of concern.

#### **Freight forwarder's Key Personnel**

- a) The Freight forwarder shall assign dedicated key personnel as follows:
- b) The individuals shall be assigned by mutual agreement of the Freight forwarder and RMS LTD Personnel to be identified and assigned for participation throughout the contract period.
- c) 75% of the assigned personnel to have a minimum of 5 years of freight forwarding experience.
- d) Senior personnel have to be experienced within aid and relief work.
- e) Personnel have to be proficient and experienced in working in English - both orally and in writing.
- f) New personnel shall only be assigned after adequate training has been performed.
- g) The Freight forwarder shall ensure that adequate personnel are available from time of contract signature to guarantee a smooth transition period and contract implementation.
- h) RMS Ltd reserves the right to address any personnel shortage with the Freight forwarder during the contract period.
- i) The Freight forwarder shall ensure adequate personnel is available at all times during the contract period to provide service to RMS Ltd on a priority basis throughout the contract period.
- j) The Freight forwarder shall ensure that experienced personnel is available to a reasonable extent to obtain, organize and manage emergency rapid response operations outside normal established office hours.



- k) The Freight forwarder shall guarantee that the management of the contract will be maintained by a reasonable representation in other location deemed operationally important by RMS ltd. Reasonable representation is defined as Strategic Key Account Manager, and key operational personnel as Operational Key Account
- l) Traffic Manager, Finance/Invoice Representative, and Operational (Project) Contact Sea and/or Air Operations/Solutions Representative.

## 7. TRACK & TRACE TOOL

The Freight forwarder shall be capable of supplying a 'Track & Trace' tool containing the following, but not limited to:

- Lifecycle milestones – Date of Time
- Order received from RMS ltd
- Goods ready at destination
- Planned flight/vessel
- Planned transfer
- Actual transfer
- Planned arrival
- Arrived destination ort
- Shipping details
- Port of loading, transfer, discharge
- Terms of delivery
- Insurance coverage
- Type of transport CY, CFS etc.
- Weight, volume, Quantity
- Description of Goods
- Consignee details
- Reference or link (PO Number) to courier under which transport docs have been forwarded

All of the above shipping details shall be available as search functions in a 'Track & Trace' tool.

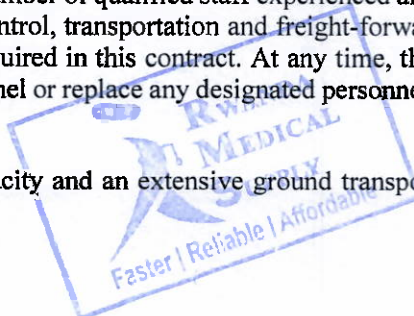
The Freight forwarder shall ensure that all details are updated in a timely manner, no later than 24 hours after the activity took place.

## 8. Container loss/damage

- a) the contractor shall bear any cost related to loss or damage made to the container unless they present evidence for consignee responsibility

### I. Requirements:

- a) The Contractor is required to meet the following qualifications:
- b) Contractor shall assign a sufficient number of qualified staff experienced and well versed in the entire field of logistics, inventory control, transportation and freight-forwarding disciplines to work exclusively on the services required in this contract. At any time, the RMS ltd reserves the right to request additional personnel or replace any designated personnel dealing with RMS ltd shipments.
- c) Contractor must have sufficient capacity and an extensive ground transportation network (or agents therewith)



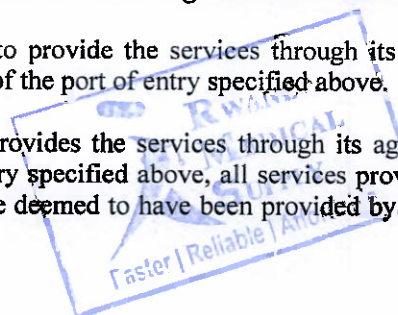
- d) Contractor must have access to, and own or operate a warehouse within the bonded areas of certain port of entry locations
- e) Be knowledgeable and familiar with relevant customs regulations, especially those applicable in Rwanda
- f) Sound financial stability;
- g) Membership in a national or international association of Freight Forwarders
- h) Evidence of managing a comparable international organization to that of the UN, including a description of the services rendered and the management plan implemented.
- i) Note: RMS may request the Freight Forwarder have access to remote locations and/or maximum delivery times to such destinations

#### **J. Management, Performance and Reporting of the Contract**

- a) The Contractor is expected to abide by the prices provided in the Price Schedule for a specific consignment, unless changes are mutually agreed upon by the appropriate senior personnel of both the Contractor and RMS ltd.
- b) Should the Contractor fail to provide customs clearances and/or commence transportation of the goods to the required destination(s) within a time frame agreed at the time of issuance of the shipping documents to the Contractor, following the Contractor's receipt of all necessary documents from RMS ltd, RMS ltd without prejudice, reserves the right to seek the appropriate services elsewhere. In relation to this, all costs incurred in excess to those normally charged by the Contractor shall be debited to the account of the Contractor.
- c) RMS ltd reserves the right to require the Contractor to discontinue providing services through any agent who, in the opinion of RMS ltd, is unfit or unsuitable to perform the services; such agent shall be promptly replaced by the Contractor in consultation with RMS ltd, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the Contractor's agent in such cases shall be at the Contractor's expense.
- d) The Contractor shall be responsible for damage to and/or loss of cargo while in transit (in the Contractor's care) prior to delivery, or while in storage under the custody of the Contractor, the liability shall be the Contractor's sole responsibility.
- e) RMS ltd designated personnel will be responsible for requesting the services and will supervise the contractor, including certification of invoices and final evaluation of work
- f) Contractor is expected to submit reports on goods cleared and/or transported on a daily basis and a monthly consolidated report

#### **K. Affiliates/Agents of the Contractor**

- a) The Contractor will be expected to provide the services through its existing offices and/or affiliates or agents at the location of the port of entry specified above.
- b) In the event that the Contractor provides the services through its agents or affiliates in the location of the air/ sea port of entry specified above, all services provided by such agents or affiliates of the Contractor shall be deemed to have been provided by the Contractor, and the





Contractor shall remain responsible for the actions of its agents and affiliates performing work under the Contract

- c) The Contractor shall be responsible for all matters related to the operation of its network of offices, affiliates, or agents, at the location of the air/ sea port of entry specified above

#### **L. Invoicing and Payment**

- a) Contractor shall invoice RMS ltd monthly for all shipments handled during the previous month

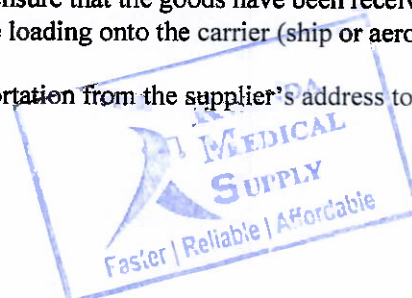
Invoices shall include a breakdown of costs detailing all corresponding charges per consignment. All invoices submitted to RMS ltd must show detailed breakdown of services and charges and a copy of Original Bill of Lading, Master Airway Bill, Truck Waybill or other pertinent transport document with proof of expenditures

#### **Responsibilities of Rwanda Medical Supply Limited**

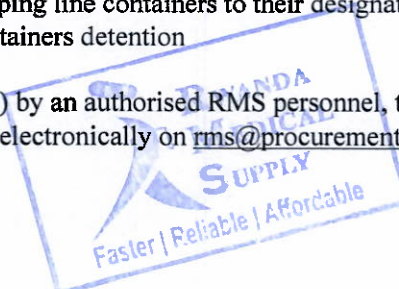
- Upon selection of a suitable freight forwarding firm/s; Rwanda Medical supply (RMS) will alert the freight forwarder on the availability of commodities by providing via email the full pick-up address, shipping instructions and shipping documents stating the nature of products (commercial invoice, packing list, GMP, Quality certifications, certificate of analysis/conformity and import license).
- Rwanda Medical Supply Ltd (RMS) shall be responsible for the timely application of the importation visas and licences, which shall subsequently be shared to the freight forwarder/transportation company.
- RMS shall be responsible for offloading and providing safe storage of the health commodities and equipment; depending on the nature of commodities, the commodities shall be stored at the warehouse located in Kigali. Mostly at Special Economic Zone and at the Rwanda Medical Supply Limited Main warehouse.
- With an exception of weekends or public holidays, RMS shall be responsible for providing manpower to offload the trucks/containers within a maximum of 48 hours of arrival after which the proof of delivery provided by the Freight forwarder shall be signed and stamped.
- RMS shall notify the contractor in case of any damages or losses, in case investigations show that the damage and loss were attributed to the Freight forwarder. for example, during transportation, the Freight forwarder shall be liable.

#### **Responsibilities of the Freight forwarder**

- The Freight forwarding firm shall be responsible for scheduling pick up of the consignments from the designated supplier address provided by Rwanda Medical Supply Limited within 5 business days from the instruction date and to provide manpower to load the cargo on the trucks (in the event it is not provided by the supplier), pick up should be scheduled in a timely manner. The freight forwarding firm must ensure that the goods have been received in a good & transportable condition and supervise the loading onto the carrier (ship or aeroplane).
- The firm shall be responsible for all transportation from the supplier's address to ports and airports of export.



- The firm shall be responsible for ocean transportation of 20'/40' FCL from the ports /airports of export to the ports/airports of discharge- Mombasa & Dar es salaam and Kigali International Airport.
- The Freight forwarder shall seek and maintain comprehensive insurance coverage of all commodities during in transit (Air, Ocean, and Land) until they arrive at their destination (consignee address). Therefore, the Freight and forwarder shall solely be responsible for any cargo loss and damage of the commodities in transit.
- The firm shall arrange for subsequent transportation of 20'/40' FCL from the ports/airports of discharge to RMS warehouses.
- The firm shall be responsible for conducting the cargo export clearance and any other export formalities at the county of origin ports within a limited timeframe depending on the circumstances.
- The firm shall coordinate with your suppliers around the world on behalf of RMS to insure a smooth supply chain is not disrupted. The freight forwarder should maintain a clear coordination channel and monitoring of the commodities at each point, they should be ready to respond to queries arising from the transportation and delivery process without fail, share real-time updates including pre-alert, share Airway Bill for Air shipments and Bill of lading for ocean shipments.
- The firm shall oversee and conduct the in-country or port of entry customs clearance processes, and this should be done prior to the arrival of the shipment for airfreights or take place within a maximum of 2 days at ports of entry to avoid any unnecessary delays (preferred option). They should as well coordinate the direct transportation to the intended destination as well as provide regular updates on the status of the shipments.
- The firm shall conduct all customs clearance formalities at the port of entry and at the different border points for all the consignments until the release of the products.
- The firm shall also conduct the clearance formalities for all the consignments until the release of the products at the port of destination.
- The firm shall be responsible for all the in-country/ In-land logistics
- The freight forwarder shall be responsible for making delivery appointments with RMS for them to avail of offloading space and avoid truck detention or any other unnecessary delays at the warehouse. Commodities should be delivered without delay to designated destinations and they should be in a good state.
- The firm shall supervise the operations of unloading and verification of goods at the level of all customs points and at the level of Rwanda Medical Supply Limited Warehouses.
- The firm shall be responsible for returning shipping line containers to their designated depot as well as all other shipping lines including containers detention
- Upon receipt of signed Proof of Delivery (POD) by an authorised RMS personnel, the freight forwarder shall ensure that they share the POD electronically on [rms@procurement.rw](mailto:rms@procurement.rw)



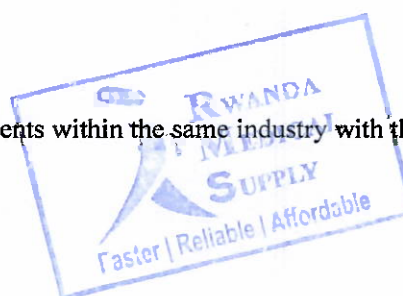
- The freight forwarder shall be responsible for timely clearance for sea shipments, collect and return of empty containers to containers yard/storage depot to meet free port storage period and shipping lines free demurrage period. The freight forwarder shall bear these charges if they are the cause of the delay.

#### Other requirements/conditions

- Global Network System - The firm is required to have a wide operational global network system to facilitate swift coordination & movement of cargo.
- The firm should have at least branches/representatives in Europe, China, India, USA, Kenya, Tanzania, South Africa and North Africa.
- Key personnel (background, experience and Certificate of RWAFFA)
- The Bidder should have at least 10 years of experience of providing Clearing and Forwarding services.
- Local agency/representation – The selected firm must have a local agent to ensure all aspects of the shipment are handled properly and in compliance to local regulations in such case the successful firm shall issue the local representative's appointment letter
- License and Certifications – Based on the types of goods being shipped, the selected bidder must maintain active licenses and/or certifications as required by law.
- Compliance with Applicable Regulations – Goods may be funded from a variety of governmental and/or private sources. The selected bidder must be aware of and have the appropriate expertise to comply with applicable regulations or requirements. Examples could include, but are not limited to, applying for VAT exemptions, etc.
- No Commitments – The selected bidder must not enforce any level of committed volume, spending or frequency through the resulting framework agreement of this solicitation. Shipping needs will be identified on an as-needed basis through the issuance of Purchase Orders made under the framework agreement.
- Single Point of Contact – The selected bidder must provide a single, dedicated, point of contact for global freight forwarding orders (a dedicated Account Manager) that understands the challenges, **state-owned companies** and NGOs face and who can help respond to emergency shipping requests.
- Turnaround Time for Price Quotes – The selected bidder must be able to provide price quotes for shipping requests within one (1) to five (5) **business days**. When goods need to be shipped in response to an emergency, the selected bidder must be able to provide price quotes within 48 hours. The bidder must provide an offer for more appropriate/economical transit options when they exist.

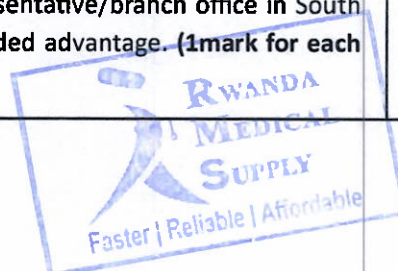
#### Required documents that will be the basis of bids evaluation

1. Company profile
2. Proven record and experience of past clients within the same industry with their contact numbers



3. Budget of the top 6 Similar contracts/assignments executed with traceable proof
4. RRA Tax clearance certificate (Only for local firms/representatives)
5. RDB registration certificate (For local firms/representatives)
6. Audited financial statements indicating the company turnover
7. Brief description of the firm process to refund any loss or damage if the company is held responsible.
8. Firm's standard operating procedures

A	Marking sheet	Marks
1	<p>Company profile ( <b>Maximum one page</b> )</p> <p>Clear mission and vision statement (0-2maks)</p> <p>Establishment date (<b>More than 10year (2marks) and Less than and less to 10 years (0-1 mark)</b>)</p> <p><b>Rich Client Portfolio (0-2 marks)</b></p>	5
2	<p>The Bidder should have at least 10 years of experience of providing Clearing and Forwarding services for this tender specific scope . (<b>1 year of experience proved with good completion certificate equivalent to 1.5mark</b> )</p>	15
3	<p>At least 2 Certificates of good completion/or other related certificate of executed contracts within the same industry (<i>Dealing with freight forwarding of pharmaceutical products</i>) within the past 5 years . (<b>5marks for each certificate</b>)</p>	10
4	<p>Similar (<i>in terms of Volume and complexity</i>) contracts/assignments executed (<i>with traceable proof</i>) to verify The Budget of top 3 different big shipments forwarded successfully in comparison with the 3 RMS big shipments (LLNIs, IV fluids, Gloves, Insecticides, gauze roll, Paracetamol tablets) (<b>1 mark for each container of 20 feet and above, with a maximum of 20marks</b> )</p>	20
5	<p>Turnover of the forwarding company of the last 2 years should be at least 500Million Rwanda francs or above (<b>Each capital of 50 million RWF is equivalent to 1 mark with the maximum of 10 marks</b>)</p>	10
6	<p>Brief description of the firm process to refund any loss or damage if the firm is held responsible (Please add justifiable proof of where it was done)</p>	10
7	<p>The firm should have at least branches/representatives in Europe, China, India, North America, Kenya, Tanzania, and South Africa. Representative/branch office in South America, North Africa and Australia could be an added advantage. (<b>1mark for each site</b> )</p>	10



8	The firm should have an electronically accessible system for cargo visibility. The system shall be providing updates on a daily basis.(commitment letter )	10
9	Qualifications and competence of the key staff	
a	<i>Should have at least a bachelor degree in Logistics, supply chain, business administration or any other related field</i>	5
b	<i>At least 5 years of experience working as a team leader in charge of forwarding high volume and sensitive shipment to NGOs, reputable Commercial companies or NGOs</i>	2
c	<i>Valid certificate of RWAFF</i>	3

### Successful bidders

It is anticipated that RMS shall issue a Blanket Purchase Agreement (framework agreement) to 3 freight forwarders who have been highly ranked and able to provide the best value to the organisation under the different transportation modes.

Subsequently, RMS shall issue mini-competitive tenders to get the most competitive prices and terms based on the country of origin, mode of transportation and the volumes of a specific shipment. A purchase order will be then issued to the freight forwarder with the most competitive quote and terms.

### Period of Performance

It is anticipated that the resulting framework Agreement will have an initial term length of three years which may be renewed after satisfactory performance of the freight forwarders.



**Sample of contract**



**RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)**

**KG 509 St- Kacyiru- Gasabo, Kigali City, P. O. Box 640 Kigali-Rwanda**

**HIRING A FREIGHT FORWARDING AND CLEARING FIRM**

**BY AND BETWEEN**

**RWANDA MEDICAL SUPPLY LIMITED (RMS LTD)**

**AND**

.....

<b>Contract number</b>	<b>065/NC/ICB/2023/2024/RMS</b>
<b>Contract amount and currency</b>	
<b>Contract duration</b>	
<b>Type of contract</b>	
<b>Contract administrator/Manager</b>	
<b>Date of Contract</b>	

..... 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 an address at KG 509 St- 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 of .....as stipulated in technical specifications and supply requirements and standards attached to this contract.

**Article 2: The Object of the Contract**

The object of this contract is to deliver to the Client medical equipment, related equipment and/or related services in accordance with their specifications detailed in **Annex I**, which constitute integral part of this contract.

**Article 3: 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 medical equipment, technical specifications and supply requirements (**Annex1**)
- 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 4: 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:

<b><u>The Client's address shall be:</u></b>	<b><u>The Supplier's address shall be:</u></b>
<p><b>RWANDA MEDICAL SUPPLY LIMITED</b></p> <p>Attention: Chief Executive Officer</p> <p>KG 509 St- Kacyiru- Gasabo,</p> <p>Kigali City, P. O. Box 640 Kigali-Rwanda</p> <p>Email address: <a href="mailto:rmsltd.procurement@rmsltd.rw">rmsltd.procurement@rmsltd.rw</a></p>	

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 (8<sup>th</sup>) day after the date of receipt by the party who last receives the notice.

**Article 5: Duties and Obligations of the Supplier**

The Supplier shall provide medical equipment, related equipment and/or related services whose specifications, details, terms and conditions are detailed in the Technical Specifications herewith attached as **Annex1**.

**Article 6: Effective date and contract duration**

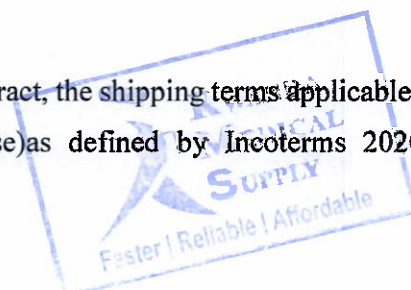
- a) After this contract is signed by the Client and Supplier it shall become effective as of the date when the last party signs below ("Effective Date");
- b) The contract shall be signed for a period of one (1) year renewable upon performance. The contract renewal will require a mutual written agreement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

**Article 7: Period of delivery**

- a) The period of delivery shall be determined in purchase order issued to the Supplier by the Client; and timely delivery of equipment and/or related services shall be of essence in performance of this Contract;

**Article 8: Transportation**

Unless otherwise provided for in this Contract, the shipping terms applicable to this contract shall be DDP-(Health facility as per purchase) as defined by Incoterms 2020, final destination.



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.

**Article 9: Inspections by the Client**

The Supplier shall permit the Client and/or persons appointed by the Client to inspect the Supplier's offices and/or its sub-contractors in order to evaluate the activities relating to the performance of this Contract.

**Article 10: Quality service provision**

- a) All medical equipment, related equipment and service related delivered shall comply with the requirements of the Technical Specifications, or shall conform in all respects to the items which form part of the Contract;
- b) All medical equipment, related equipment and/or related services covered by this Contract shall be the subject of the Client's inspection and test at all times during the execution of this Contract. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors;
- c) If the Supplier fails to deliver medical equipment, related equipment and/or related services in accordance with the provisions of this Contract, the Client may reject any part of the medical equipment by giving written notice to the Supplier specifying the reason for rejection and whether replacement or improvement of medical equipment is required and within what time;
- d) All rejects shall be held at the Supplier's risk and expense including all transportation and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or services specified in this Contract;
- e) In the event of the Supplier failing to change or improve such rejected medical equipment, related equipment and/or related services within thirty (30) days of notification of the rejection, the Client shall be at liberty to terminate this Contract. Indeed, the parties agree that the period of replacement differs from the delivery period provided in purchase order issued by the Client to Supplier.

**Article 11: Contract price**

- a) The contract price is unit price in Rwandan francs all taxes inclusive as per **Annex 1**;



- b) The contract price is fixed and cannot be revised during the course of the contract, or during any extension of time thereof. It includes any fees, expenses or any other cost that the Supplier might incur in relation with this contract and no reimbursable shall be claimed by the Supplier.

**Article 12: Billing and Payment modalities**

- a) The Supplier shall be paid upon presentation to and approval by the Client of an invoice of all medical equipment delivered or service provided and accepted by the Client;
- b) Each invoice shall be accompanied with the report and/or delivery note specifying the medical equipment or related services delivered and approved by both parties and any other document specified in the contract documents;
- c) No invoice shall be accepted by the Client or delays in payment considered if the invoice is not accompanied by such documents;
- d) In the event of a disputed invoice, the Client shall notify the Supplier in writing of the disputed amount within ten (10) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. Upon the resolution of a disputed invoice, the Client shall pay the remaining portions, if any, of such invoice;
- e) All payments will be made within **forty-five (45) days** after receipt and approval of the Supplier's invoice and shall be paid to the following account:

Account holder : .....

Account number: .....

Bank name : .....

- f) Notwithstanding the foregoing or anything to the contrary contained herein, the Supplier may, in its sole discretion and with thirty (30) days prior written notice to Client, change the account to which such payments are to be made, subject to the requirements by relevant authorities.

**Article 13: Performance Security**

- a) The performance security of ..... (**.....Frw**) is required before contract signature;
- b) The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the Supplier's failure to complete its obligations under this Contract;
- c) However, the performance Security shall be discharged by Client and returned to the Supplier not later than thirty (30) days following the date of contract expiration and final acceptance of rendered services.

**Article 14: Patent indemnity**



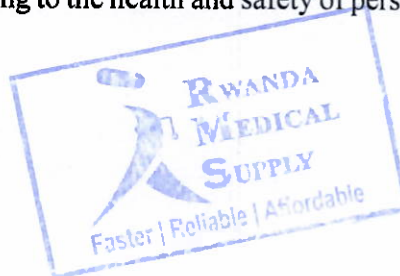
The Supplier shall, subject to prior Client's notification specified in the paragraph (b) below, indemnify and hold harmless the Client and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any 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 15: Warranties**

- a) The Supplier warrants that the medical equipment is brand new; and related equipment and/or related services will be delivered in a way that is not harmful to human health and not harmful to the environment;
- b) The supplier warrants for a period of One (1) year after provisional acceptance of the supplied and installed equipment that such equipment shall be free from defects in material and workmanship. It is the Supplier's sole obligation under this warranty to repair or replace the defective parts at no charge to the Client;
- c) The Client shall have the right to make claims under the above warranty for the entire One year after delivery and installation of the equipment. Upon receipt of written notice from the Client, the Supplier shall, within Thirty (30) days or whichever is earlier, repair or replace the defective equipment without cost to the Client. Again, the Supplier will be entitled to remove, at his own risk and cost, the defective equipment once the replacement equipment has been delivered.
- d) If, after being notified that the defect has been confirmed, the Supplier fails to replace the defective equipment within the period of 30 days, the Client may proceed to take a remedial action as may be necessary;
- e) The Supplier warrants that he/she shall assume full responsibility and liability for compliance with all applicable regulations especially pertaining to the health and safety of personnel during the execution of this contract of this contract;

#### **Article 16: Penalties**



If the Supplier fails to deliver the medical equipment, related equipment and/or related services as specified in **this Contract** and also to respect the delivery period specified in **purchase order**, the Client may without prejudice to other available remedies for the Client, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the total of the contract price for each day of delay until actual delivery or performance, up to a maximum deduction of the 5% of the contract price. Once this maximum amount is reached, the Client may/shall terminate the contract or extend its duration until full completion. However, such extension of the contract shall neither exceed **thirty (30) days** nor grant to the Supplier the waiver of 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 Orders and Contract Amendments**

- a) The Client may at any time order the Supplier through writing notice, to make changes within the general scope of the Contract in any one or more of the following:
  - i. drawings, designs, or specifications, where medical equipment to be furnished under the Contract are to be specifically manufactured for the Client;
  - ii. the method of shipment or packing;
  - iii. the Quantities of items or place of delivery; and
  - iv. the Related Services to be provided by the Supplier.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within five (5) days from the date of the Supplier's receipt of change order;
- c) Prices to be charged by the Supplier for any related medical equipment or related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed 20% of the contract price;
- d) Subject to the above, no variation or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**Article 19: 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 means that the Supplier shall not use such documents, data, and other information received from the Client for any purpose other than the performance of the Contract. This clause shall survive for a period of five (5) years from the date of expiration or termination of this Contract

**Article 20: Termination**

- a) 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.
- b) Furthermore, 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 21: 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 22: Entire Agreement**

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

**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

\_\_\_\_\_  
[Signature and stamp]

Date: ...../...../2024

Names: .....

Title: .....

\_\_\_\_\_  
Date: ...../...../2024

**Dr LOKO Abraham**

**Chief Executive Officer**

**WITNESSED BY:**

\_\_\_\_\_  
Date: ...../...../2024

Names: .....

**Company Secretary-RMS LTD**

