

REPUBLIC OF RWANDA



MINISTRY OF PUBLIC
SERVICE AND LABOUR



FUNDING: APEFE

Association for the Promotion of Education and Training Abroad

Tender Document (TD)

Tender N°L-RW101/102/103 - 002/2019

THE Supply of Learning Tools and Equipment

For the “Workplace Learning Support Programme”

OPEN PUBLIC TENDER

SPECIAL CONDITIONS OF THE CONTRACT



Belgium

partner in development

Kigali, August 2019

INVITATION FOR BIDS (IFB)
Supply of Learning Tools and equipment
TENDER N°L-RW101/102/103 - 002/2019

Funding: APEFE

Date of advertisement launch: 01 August 2019

1. APEFE (hereinafter called “Client”), under the financial support of DGD (Belgian Directorate General for Development Cooperation), contributes in the implementation of “*Workplace learning support programme*”, in partnership with MIFOTRA and PSF (Private Sector Federation).

The client intends to apply a portion of its financial support to execute the **Tender N°L-RW101/102/103-002/2019** for supply of Learning Tools and equipment for which the present Tender Document (DAO) is issued.

2. APEFE invites eligible bidders to submit bids for the supply of new and unused SUPPLY OF LEARNING TOOLS AND EQUIPMENT, and of the most recent or current models and that they incorporate all recent improvements in design. The tender is composed of FOUR (4) lots:

Lot 1: TAILORING

Lot 2: LEATHER

Lot 3: HAIRDRESSING

Lot 4: FRUIT PROCESSING

3. Tender documents in English may be downloaded from Jobinrwanda and Tohoza.com websites as from August 01, 2019.
4. Well bound and sealed bids in four (4) copies of which one original and three copies must be submitted to the APEFE office, KN1, St Paul, Plot 2360, Nyarugenge, Kigali, Rwanda, Office compound, 3rd Floor, not later than 30/08/2019 at 10:00 a.m. Late bids will be rejected. The bids shall remain valid for 90 days.
5. Enquiries regarding this tender may be addressed to APEFE-Programme Administrator, P.O Box 2707 Kigali, Tel: +250788437293/0788488470, E-mail: t.gasore@apefe.org, not later than 7 days before the date of bids submission. Bids will be opened the same day on 30/8/2019 at 10:30 a.m. in the presence of bidders, or their representatives who choose to attend at APEFE Conference room.
6. The reference number and title of the tender must be clearly indicated on the outer envelope and marked “TO BE OPENED ONLY IN PUBLIC SESSION”
7. Bidding will be conducted in accordance with the APEFE Procurement Regulations.

Marie Pierre NGOMA

Faustin KARASIRA

Program Administrator – APEFE

COO/PSF
Delegate to Co-Management (WPLSP)



STATUS AND MISSION OF APEFE

The Association for the Promotion of Education and Training Abroad (APEFE) is a Belgian non-profit making association which has the following objectives:

- To cooperate into the study, organisation and in the design of teaching, education, and training programmes to be promoted in foreign countries;
- To promote, organise and coordinate all forms of skills transfer between the French speaking Belgian community, Wallonia Region and foreign countries;
- To coordinate and encourage initiatives of institutions which support the same objectives.

For more information on Procuring Entity we invite you to visit the website: www.apefe.org

In Rwanda, APEFE, under the financial support of DGD (Belgian Directorate General for Development Cooperation), in partnership with the Ministry of Public Service and Labour (MIFOTRA) and the Private Sector Federation (PSF), is implementing a multiannual programme PPA 2017-2021 with the following specific objective: “Young Rwandan women and men access an inclusive and equitable quality alternating training in the trades of food processing, fashion, and beauty, and responding to the skills needs of the growing Rwandan economy”.

This tender document is composed of four sections below:

- Section I : Instructions to bidders (ITB) and evaluation criteria
- Section II : Technical specifications
- Section III : Bidding Data Sheets (BDS)
- Section IV : Bidding forms (Submission, Tender)

SECTION I: INSTRUCTIONS TO BIDDERS (ITB) AND EVALUATION CRITERIA

1. Purpose and scope of bid

1.1 This tender is related to the purchase of new and unused most current models with improvements in design of Learning Tools and equipment for the “Workplace learning support Programme”, which is jointly implemented by MIFOTRA, PSF and APEFE.

1.2 The call for tender is launched as 4 LOTS for Learning Tools and equipment. Each Lot is indivisible.

1.3 In this tender document, the following terms, Bid and offer» are synonymous, the term «day» means a calendar day.

2. Procedure

This is an open public tender.

3. The Procuring Authority

3.1 The Procuring Authority is: **APEFE** (*Association for the Promotion of Education and Training Abroad*).

3.2 The “Workplace Learning support programme”, represented by Mr. Faustin MWAMBARI, Programme Director, and Mrs Marie-Pierre Ngoma, Programme Administrator, will award and execute this tender under the financial support of APEFE.

3.3 Learning Tools and equipment will be delivered to Private Sector Federation (PSF) KK 6 Ave, Gatenga, Kicukiro, Kigali City, Gikondo, Magerwa, P.O. Box 319 Kigali Rwanda, as a final destination.

4. Fraud et Corruption

Laws of the Republic of Rwanda require 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.

5. Eligible Bidders

5.1 Participation is open on equal conditions to all companies or persons fulfilling the requirements to public tenders in accordance with the laws of the Republic of Rwanda, or the bidder has been prosecuted and found guilty for corruption charges or the bidder is bankrupt or is in a situation of the conflict of interest.

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

6. Contents of the Bidding Document

6.1 The bid shall comprise the following documents:

- a) Bid submission form;

- b) A copy of the Domestic Company Registration Certificate;
- c) Original or a certified copy of the Tax Clearance Certificate delivered by Rwanda Social Security Board (RSSB);
- d) Manufacture authorization
- e) Original or a certified copy of the tax clearance certificate delivered by RRA;
- f) Technical proposal with a detailed description of the technical and performance characteristics of the equipment to be supplied, establishing the conformity to technical specifications, and the catalogues where possible (or other descriptive documents) of items to be supplied;
- g) Financial proposal;
- h) Three (3) copies of goods delivery certificates of similar equipment;

6.2. The Bidder shall bear all the costs related to the preparation and submission of his/her bid.

7. Bid Submission Form and Price Schedules

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

8. Clarifications of the bidding document / Request for Information

9.1 Any potential bidder who needs clarification on these Specific Conditions of the Contract must address his/her request to the Procuring Authority via the APEFE email address: bureau.kigali@apefe.org, not later seven (7) calendar days before the submission of the bids.

9.2 The Procuring Authority will respond to any clarification request received in writing or via email not later than three (3) calendar days before the submission of bids. The Procuring Authority shall communicate and forward, without disclosing the source of the request for clarification to all bidders who obtained the Tender Document, the copies of the clarifications.

9.3 Each bidder has an obligation to request for clarification. No additional payment extension of time will be guaranteed as a result of misinterpretation of these Specific Conditions of the Contract.

10. Modification to the Bidding Documents

10.1 Before the deadline for submission of bids, on its own initiative or in response to bidders' concerns, the Procuring Authority may modify the bidding document by issuing an addendum.

10.2 Any addendum issued shall be part of the bidding document and shall be communicated to interested bidders who had received the Bidding Document. To give prospective Bidders

reasonable time in which to take an addendum into account in preparing their bids, the Procuring Authority may at its discretion, extend the deadline for the submission of bids.

11. 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 French or English.

12. Bid Prices and Discounts

12.1. The price to be quoted in the Bid Submission Form shall be the total price of the bid for each lot, excluding any discounts offered, with APEFE-PSF office, Kigali (Rwanda) as the final destination of Learning Tools and equipment to be supplied.

12.2 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

12.3 All the duties, levies and taxes payable by the bidder in the framework of the present tender shall be included in the prices and in the total amount of the bid submitted by the bidder.

12.4 The price of the bid submitted by the bidder shall be final and fixed during all the duration of the execution of the contract by the bidder and shall, in any way whatsoever, be changed. A bid that includes a clause for the modification of prices shall be considered noncompliant and shall be rejected.

12.5 The prices of the present contract shall be in Rwandan Francs (RWF) and shall be VAT included.

13. Validity of Bid

The bids shall remain valid for ninety (90) days with effect from the date of the opening of bids.

14. Form and Signature of the Bid

14.1 The Bidder shall prepare an original of the documents comprising the bid and clearly mark it "ORIGINAL". In addition, the bidder shall submit copies of the bid and clearly mark them "COPY". In case of any discrepancy between the copies and the original, the original shall prevail.

14.2 The original and all copies of the bid shall be printed, stamped and signed by the bidder or by a person duly authorised to sign on the behalf of the bidder.

14.3 Any interlineation, erasures or overwriting shall be valid only if they are signed or initialled or signing the bid

15. Submission, Sealing and Marking of Bids

15.1 The bids cannot be submitted via APEFE E-mail but, should be handed in physically to the Procuring Entity in an open session on the date and time indicated in the Tender Document.

15.2 Each bidder shall put the original and copies in separate envelopes bearing the word "ORIGINAL" or "COPY" depending on each case. These envelopes shall then be placed in an outer envelope which shall also be sealed and stamped.

15.3 The envelopes containing the original and copies of bids shall be included in one single envelope:

a) The internal envelopes shall bear the name and the address of the bidder in a way to enable the Contracting Authority to resend the sealed bid in case it has been delayed and submitted beyond the deadline.

b) The outer envelopes must:

- Be anonymous and addressed to the Contracting Authority;
- Bear the identification of the invitation to tender;
- Bear the word not to be opened before the date and time set for the opening of envelopes.

15.4 If all the envelopes are not sealed nor marked, as it is requested, the Contracting Authority shall not be responsible for any loss or premature opening of the bids.

15.5 If the outer envelope bears the identity of the bidder, the Contracting Authority has the right to reject such bid.

16. Date and time of Bids submission

16.1 The bids must be received on the date and time as in the Tender Document and the Contracting Authority shall not consider any bid that arrives after the deadline for submission of bids and does not have right to accept nor to receive them.

16.2 The Contracting Authority may, if deemed necessary, extend the date for the submission of bids by amending the Tender Documents, whereby all rights and obligations of the Contracting Authority and of bidders shall be governed by the new deadline.

18. Opening of bids

The Contracting Authority shall proceed to the opening of the bids on **30 August 2019 at 10:30 AM** in the APEFE boardroom, and shall make a report of the bid opening session. The opening session shall be in public.

19. Confidentiality

The information related to the examination, evaluation, comparison and post-qualification of bids and recommendation of the contract award, shall not be disclosed to bidders or any other person officially concerned with process until the publication of the contract award.

20. Preliminary Evaluation of Bids

The Contracting Authority shall examine the bids to confirm that all requested documents and technical documentation have been provided and are complete to determine the completeness of each document submitted.

In case any of these documents or the information is missing, the bid shall be rejected:

- a) The bid submission form;
- b) The price schedule form.

21. Evaluation and Comparison of Bids

21.1 The Contracting Authority shall evaluate each lot if it is substantially compliant with the essential requirements as specified in the tender document.

21.2 The Contracting Authority shall compare all substantially compliant tenders to determine the highest evaluated bid.

22. Right of the Contracting Authority to accept or to reject any bids

22.1 The Contracting Authority reserves the right to accept or reject any bid, and to terminate the tendering process and to reject all bids, at any time before the award of the contract, without thereby incurring any liability towards the bidders.

In a such situation, the Procuring Entity is required, vis-à-vis the bidders, to justify its decision.

23. Criteria for the Award of the Contract

The Contracting Authority shall award the contract to the bidder whose bid has been evaluated as the lowest bidder and is substantially responsive to tender documents, provided that the bidder is qualified for the implementation of the contract in a satisfactory manner.

24. The right of the Contracting Authority to amend the quantities at the time of the award of the contract

At the time of the award of the contract, the Contracting Authority reserves the right to increase or decrease to 10%, the quantity of the supplies and related services originally specified in the tender document, without any modification of the unit prices or any other conditions of the bid and the tender document.

25. Notification for the Award of the Contract

25.1 Before the expiry of the bid validity period, the Contracting Authority shall notify the successful and unsuccessful bidders of the provisional outcome of the bid evaluation. If need be,

unsuccessful bidders have right to lodge their claims within 7 days before the contract is signed with the successful bidder.

25.2 The letter of the award of the contract shall specify in case of need, the corrections to be carried out on the amount of the initial bid of the provisional winner bidder. If the bidder does not accept the corrections thus effected, his/her bid shall be rejected.

25.4 Upon the signature of the contract, the procuring Entity shall finally notify other bidders that their bids were not successful.

26. Signature of the Contract

26.1 As soon as possible after the notification, the Procuring Entity will send the successful Bidder the Contract Form.

26.2 Within seven (7) days upon receipt of the Contract Form, the successful bidder will sign, date and return it to the Procuring Entity.

26.3 In case the tender form is not sent back to the Contracting Authority due to reasons of the force majeure, the bidder shall not be committed by his/her bid if the latter can justify it to the satisfaction of the Contracting Authority.

27. Deadline for the execution of the contract

The execution of all the deliverables and services related to the present Tender Document must be carried out within a maximum deadline of sixty (60) calendar days, with effect from the date of the receipt of the purchasing order.

28. Criteria and process of the evaluation of bids

28.1 The evaluation of the offers will be made according to the following four stages:

- Step 1: Compliance with the requested administrative documents
- Step 2: Compliance with the Technical Specification Requested;
- Step 3: Financial analysis

28.2 Only bids that respond to the first two steps will be analysed in Step 3 based on the criteria and weighting below:

- a) Price: 50%
- b) Quality: 20%
- c) Warranty period: 10%
- d) Duration of free after-sales service: 10%
- e) Delivery period: 10%

NB:

- This is the price of the offer for each lot;
- The warranty period / after-sales service is for machines and their accessories

A. Administrative documents

1. Certificate of company registration from RDB clearly mentioning the area of business
2. A Valid Tax Clearance Certificate issued by Rwanda Revenue Authority
3. The Social Security certificate issued by RSSB
4. Bid Security issued by a **recognized Bank**

Lot 1: 800,000 Rwf

Lot 2: 250,000 Rwf

Lot 3: 160,000 Rwf

Lot 4: 100,000 Rwf

5. Declaration of commitment letter
6. Evidence of previous experience to execute similar contracts (at least 3“good completion certificates”)
7. Manufacture authorization for machines (Lot 1 and Lot 2)

b. Technical requirements

8. Detailed technical description of the items intend to supply demonstrated by Documentation, catalogues for machines or prospectus. Note: Where the catalogue give more than one brands/model, the bidder must specify which model is proposed that corresponds to the quoted price
9. Compliance sheet and proposed delivery period of 60 days
10. Warranty letter that the Goods are new for machines that are unused and free from defects and the warranty period of 1 year to the specified item. *Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency from original country as well as Rwanda Standard Board.*

C. Financial document

11. Price schedule using the form provided

The bidders are encouraged to submit **only the documents listed above**. Submission of additional documents that were not required does not add value to the bid and may slow down the analysis during the bids evaluation

The Procuring Entity shall evaluate each lot independently that has been determined up to this stage of the evaluation, to be substantially responsive.

28.3 The evaluation will be done for items as specified in the Tender Document and the price as quoted in accordance with the Tender Document.

28.4 The adjustment for correction of arithmetic errors in accordance with the Tender Document.

28.5 The price adjustment due to discount offered in accordance with the Tender Document.

28.6 The procuring Entity may consider other factors such as characteristics, performance, duration of the warranty, duration of the after sale services, and terms and conditions of purchase of the goods and related services.

29. Place of Destination: Private Sector Federation (PSF) KK 6 Ave, Gatenga, Kicukiro, Kigali City, Gikondo, Magerwa, P.O. Box 319 Kigali Rwanda,

30. Alternative Bids ***shall not be considered***

31. The INCOTERMS edition is: INCOTERMS 2012, Incoterms required: DDP final destinations

33. Bidders shall be allowed to quote separate prices for one lot or more lots.

34. Within 7 days, after receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish a bank Performance Security equivalent to 6% of the contract value.

SECTION II: TECHNICAL SPECIFICATIONS OF THE SUPPLY OF LEARNING TOOLS AND EQUIPMENTS

This present contract covers the supply of new and unused Learning Tools and equipment of the most recent or current models with recent improvements in design. The Supplies and related services shall comply with the following specifications and standards:

List of Goods and Delivery Schedule

Line Item N ^o	Description of Goods	Quantity	Final (Project Site) Destination as specified in BDS	Delivery (as per INCOTERMS) Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
LOT 1: TAILORING						
1	Stool (Tabouret) _Intebe	100	PSF headquarter	Immediate on order	Sixty (60) Days	
2	Scissors	100	PSF headquarter	Immediate on order	Sixty (60) Days	
3	Sewing Machine + bobine 12 + canette 12	100	PSF headquarter	Immediate on order	Sixty (60) Days	
LOT 2: Leather						
1	Stool (Tabouret) _Intebe	15	PSF headquarter	Immediate on order	Sixty (60) Days	
2	Sewing Machine for leather	15	PSF headquarter	Immediate on order	Sixty (60) Days	
LOT 3: HAIRDRESSING						
1	Flate Iron	11	PSF headquarter	Immediate on order	Sixty (60) Days	
2	Clipper machine _shaving machine (Tondeuse)	11	PSF headquarter	Immediate on order	Sixty (60) Days	
3	Combs kits (Kudefuriza	11	PSF headquarter	Immediate on order	Sixty (60) Days	
4	Combs kits (kogosha	11	PSF headquarter	Immediate on order	Sixty (60) Days	

5	Flate bruches	11	PSF headquarter	Immediate on order	Sixty (60) Days	
	Seche	11				
	Round bruches	11	PSF headquarter	Immediate on order	Sixty (60) Days	
	Chariot (Troller) for tools	11	PSF headquarter	Immediate on order	Sixty (60) Days	
	Bruches for barbering	11	PSF headquarter	Immediate on order	Sixty (60) Days	
	Full packages of scissors	11	PSF headquarter	Immediate on order	Sixty (60) Days	
LOT 4: Fruit Processing						
1	PH meter	7	PSF headquarter	Immediate on order	Sixty (60) Days	
2	Alcolmeter	7	PSF headquarter	Immediate on order	Sixty (60) Days	
3	Densimeter	7	PSF headquarter	Immediate on order	Sixty (60) Days	
4	TDS (Total dissolved solid)_check water	7	PSF headquarter	Immediate on order	Sixty (60) Days	
5	Refractometer	7	PSF headquarter	Immediate on order	Sixty (60) Days	

Notice: the items to be supplied should be of GOOD QUALITY.

Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency in original counrty as well as in Rwanda Standard Board" should be provided for machines (tailoring and leather machines).

TECHNICAL SPECIFICATIONS

Line Item	UNIT NAME	Description of Goods	Quantity
LOT 1: TAILORING			
1	Stool (Tabouret / Intebe)	In wood for sitting, H 45 cm, W 30 cm, L 30 cm	100
2	Tailor scissors	Heavy duty fabric shears Stainless Steel Grade 420J2 Rust Resistant Blades Size: > 8 Inch	100
3	Sewing Machine	Sewing speed: > 4,000 sti/min Max. stitch length : > 5mm Presser foot - by knee: > 13mm Needle size : # 9 to # 18 Application: Medium-weight With its table The machine should include the machine head, table, stand, motor, sewing light, drawer, and all necessary components installed and ready to sew.	100
LOT 2: LEATHER			
1	Stool (Tabouret / Intebe)	In wood for sitting, H 45 cm, W 30 cm, L 30 cm	15
2	Sewing Machine for leather	Max. sewing speed: > 4,000 sti/min Max. stitch length : >5mm Presser foot - by knee: 13mm: Needle: #16 to # 23 Application: Heavy-weight The machine should include the machine head, table, stand, motor, sewing light, drawer, and all necessary components installed and ready to sew.	15

LOT 3: HAIRDRESSING / MANICURE AND PEDICURE

1	Flat iron (Hair Straightener)	Professional hair straightener hair flat iron Plate Type: Titanium Display: LED Power: 50W Body Surface Treatment: Baking Varnish Pating Plate material: titanium Cord length: 2.5 meter Temperature setting: 150/170/190/210/230°C Heater type: PTC Fast Heating Element Voltage: 110v-240v 50/60Hz	11
2	Hair dryer	Voltage: 220V-240V~50HZ/60HZ 110V-127V~60HZ function: cool shot 2 speed 3 heat ionic Motor: Long life AC motor Nozzle: concentrator x2 Power: 2000W /2200W /2400W /1400W-1875W Speed Settings: 2 Material: Plastic Feature: Ionic, cool shot	
3	Clipper machine / shaving machine (Tondeuse)	<u>Voltage</u> 110V-240V Frequency 50-60Hz ABS material	11
4	Set of combs and brushes	1 styling comb, 1 tail comb, 1 pin-tail comb, 1 flat brush, 1 round brush	11
5	Cleaning brush / neck duster	Material: Wood+Nylon	11
6	Set of scissors (Scissor, Thinner and Razor Set)	high quality Material : 6CR stainless steel Hardness: 56HRC convex edge size:5.5 inches thinning rate of thinning scissors : 15-25% including case and cleaning cloth	11
7	Cosmetic Case on wheels	3 layers Length: 35cm Height: 61cm Width: 26cm 360° universal wheel Main Material: PVC waterproof	11
8	Manicure / pedicure set	Stainless steel	11

		Including : large nail clipper, medium nail clipper, oblique nail clipper, manicure pliers, oblique knife, acne needle, scraper, nail file, double-headed pick, eyebrow clip	
LOT 4: Fruit Processing			
1	PH meter (full package)	<p>Measuring range: PH: 0.01-14.00 PH Temperature: 0-50°C/32-122°F Resolution: PH: 0.1-14.0 PH Temperature: 0-50°C Accuracy: PH ±0.02PH Temperature: 1°C/2°F PH Calibration: PH 25°C Three points calibration: 4.00 6.86 9.18 Operation temperature: 0-50°C/32-122°F With 3 buffer solutions</p> <p>OR EQUIVALENT</p>	7
2	Alcolmeter	<p><u>For beers:</u> Measuring range: Alcohol content: 0 to 12 %v/v (data can be displayed up to 30 %v/v) Original extract: 0 to 30 °Plato Repeatability s.d.: Alcohol content: 0.01 %v/v Original extract: 0.03 °Plato</p> <p><u>For wines</u> Measuring range: Alcohol content: 0 to 20 %v/v (data can be displayed up to 30 %v/v) Repeatability s.d.: Alcohol content: 0.01 %v/v</p> <p><u>For spirits</u> Measuring range: Alcohol content: 35 to 65 %v/v (data can be displayed from 0 to 90 %v/v)</p> <p>Repeatability s.d.: Alcohol content: 0.01 %vol</p> <p>OR EQUIVALENT</p>	7

3	Densimeter	<p>Gesture control</p> <p>Measuring range:</p> <ul style="list-style-type: none"> • Density: 0 g/cm³ to > = 3 g/cm³ • Temperature: 0 °C to 40 °C (32 °F to 104 °F)* <p>Accuracy:</p> <ul style="list-style-type: none"> • Density: 0.001 g/cm³ ** • Temperature: 0.2 °C (0.4 °F) <p>Repeatability, s.d.*** Density: 0.0005 g/cm³ Temperature: 0.1 °C (0.2 °F)</p> <p>Reproducibility, s.d.*** Density: 0.0007 g/cm³</p> <p>Resolution: Density: 0.0001 g/cm³ Temperature: 0.1 °C (0.1 °F)</p> <p>Ambient temperature: Standard Version: -10 °C to +50 °C (14 °F to 122 °F) Ex and Ex Petrol version: -10 °C to +40 °C (14 °F to 104 °F)</p> <p>Supported measuring units: Specific gravity Alcohol tables Sugar/extract tables API functions H2SO4 tables Ten programmable custom-specific measuring units</p> <p>Sample volume: 2 mL</p> <p>Data memory: 1024 measured results, 30 measuring methods, 250 sample IDs</p> <p>Protection class: IP54 (first digit: 5 – protection against dust ingress; second digit: 4 – protection against splash water from any direction)</p> <p>Intrinsic safety of Ex and Ex Petrol version: Ex II 2 G Ex iB IIC T4</p> <p>Scope of supply: Portable density meter, filling tube, adapter for syringe filling, syringes, transportation suitcase, rubber protection for measuring cell, three batteries, Allen key, instructions</p> <p>Menu language: English and French</p> <p>Available options: Elongated filling tube Portable thermal printer with Bluetooth® interface Bluetooth® USB adapter Wristband Carrying strap ISO calibration</p>	7
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		Measurements up to 100 °C possible Viscosity <300 mPa•s, density <2 g/cm ³	
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OR EQUIVALENT

4	TDS (Total dissolved solid)_check water	<ul style="list-style-type: none"> ✓ Lock function facilitates easy reading and recording ✓ 4 Display modes: TDS - ppm & °C, EC - µs/cm & °C, TDS - ppm & °F, EC - µs/cm & °F. ✓ Auto shut off feature saves battery life ✓ Measurement range: Conductivity: 0 - 9990 µs/cm TDS: 0 - 5000 ppm (parts per million) Degrees Celsius: 0.1 - 80.0°C, Fahrenheit: 32.0 - 176.0°F ✓ Accuracy: ± 2% <p>OR EQUIVALENT</p>	7
5	Refractometer	<p>Scale:MSDR-P-101(Sugar Fruit Juice etc) Brix S01 0.0-50.0% Accuracy: 0.2% Refractive Index S02 1.3330-1.4200nD Accuracy: 0.0003nD</p> <p>Scale:MSDP-201(Salinity) Salinity S01 0.0-28.0% Accuracy: 0.2% Salinity S02 0-280‰ Accuracy: 2‰ Specific Gravity S03 1.000-1.217 Accuracy: 0.002 Refractive Index S04 1.3330-1.4200nD Accuracy: 0.0003nD</p> <p>Scale:MSDP-202(Seawater) Salinity S01 0-100‰ Accuracy: 2‰ Chlorinity S02 0-57‰ Accuracy: 2‰ Specific Gravity S03 1.000-1.070 Accuracy: 0.002 Refractive Index S04 1.3330-1.4200nD Accuracy: 0.0003nD</p> <p>LEAST COUNT: 0.0001nD ACCURACY:(Brix)0.2% ACCURACY: 0.0003nD RESOLUTION:(Brix)0.1% Measurement Temperature: 0-40°C(ATC) Environment Temperature: 0-40°C(ATC) Sample Volume Needed: >0.2ml</p> <p>Power Supply:1XAAA Battery</p> <p>Dim/G.M: 58(W)X25(D)X121(H)mm,90G(excluding battery) Measure Time:2S Protection Class:IP65 The Prism Material: Ordinary Optical Glass Standard Packaging:(1) Tester Body (1) Dropper (1)Cover</p>	7

		(1) Operation Manual (1) Yellow Protective Shell (1)1 AAA Battery Certificate: ISO9001-2008 Certification,ISO14000 .01 Certification,CE certificate, ROSH Certificate OR EQUIVALENT	
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Maximum Delivery period for Goods and Completion of the Related Services including installation of machines should be 60 days
The Supplier should warrants that all the Goods are new, unused, free from defects and of the most recent or current models.

COMPLIANCE SHEET

The bidder should describe the minimum offered specifications in this compliance sheet and provide a catalogue/user manual as supporting document where we can see the detailed specifications.

Line Item N ^o	UNIT NAME	UNIT	Quantity	Minimum offered specifications by the bidder (including Model, brand, trademark, .. and country of origin)	Delivery period and installation period (where applicable)
LOT 1: TAILORING					
1	Stool (Tabouret) _Intebe	Pcs	100		
2	Scissors	Pcs	100		
3	Sewing Machine + bobine 12 + canette 12	Pcs	100		
LOT 2: Leather					
1	Stool (Tabouret) _Intebe	In wood for sitting	15		
2	Sewing Machine for leather		15		
LOT 3: HAIRDRESSING					
1	Flate Iron	1 box of 2 pcs(Icy'umusa tsi muto n'umuremure)	11		
2	Clipper machine _shaving machine (Tondeuse)	1 box of 2 pcs (for gucong cg kogosha)	11		
3	Combs kits (Kudefuriza	Pcs	11		
4	Combs kits (kogosha	Pcs	11		
5	Flate bruches	1 box of 2 pcs	11		
6	Seche		11		
7	Round bruches	1 box of 2 pcs	11		

8	Chariot (Troller) for tools	Pcs	11		
9	Bruches for barbering	1 box of 2 pcs	11		
10	Full packages of scissors	1 box of 3 pcs	11		
LOT 4: Fruit Processing					
1	PH meter	PCS	7		
2	Alcolmeter	PCS	7		
3	Densimeter	PCS	7		
4	TDS	PCS	7		
5	Refractometer	PCS	7		

SECTION III: GENERAL ADMINISTRATIVE CLAUSES (GAC)

1. Fraud and Corruption

2.1 If the Contracting Authority realises that the supplier has been involved in corruption practices, fraudulent activities, collusion, coercive or obstruction practices during the tendering process or the execution of the contract, the Contracting Authority may, 7 days following a notice to the supplier, terminate his/her contract.

2. Notification

2.1 Any notice letter sent to either party by the other under the contract, must be addressed in writing to the address specified in the letter of invitation to tender.

2.2 A notification takes effect on the date it is delivered or on its effective date.

3. Applicable law

The Contract shall be governed and interpreted in conformity to the laws of the Republic of Rwanda.

4. Settlement of Disputes

4.1 The Procuring Entity and the bidder will make every effort to settle amicably, through direct and informal negotiations, any disagreements or disputes between them or in relation to the present contract.

4.2 If, beyond fifteen (15) days, the two parties fail to resolve the disagreement through mutual consultations, the Contracting Authority or the Supplier, may notify the other his/her intention to resort to the arbitration procedure. Any dispute or disagreement for which a notification to initiate the arbitration procedure has been served shall finally be resolved by arbitration. The arbitration procedure may start before or after the delivery of the Supplies related to the contract.

5. Objective of the Contract

The supplies and related services shall be those that are indicated in Section II/Technical Specifications and standards and the forms specifying quantities, prices and the deadline for the goods delivery as indicated in Section IV.

6. Delivery, Documents and Liability of the Supplier

The delivery of the supplies and the completion of related services shall be carried out in conformity to the delivery schedule and price calendar as indicated in the bill of quantities templates specifying quantities, prices and delivery schedules.

7. Prices of the Contract

7.1 The prices quoted by the supplier for the delivered supplies and for related services under the framework of the present contract shall not be different from the prices indicated by the supplier in his/her bid, with exception to the discount prices resulting from the negotiations after provisional award of the contract.

7.2 The prices of the bids shall include all the elements necessary for execution of the contract, without any exception or reservation, in conformity to the technical specifications and the administrative clauses of the present specific conditions. All the costs of the patents, licences or the software related to the utilisation of the equipment shall be considered to be included in the amount of the bid by the bidder.

7.3 All the necessary specified accessories of the equipment shall be an integral part of the contract in such a manner as to execute the contract in its entirety without any exception or reservation.

8. Payment Modalities

8.1 The supplier shall present his/her request for payment in writing to the Contracting Authority, accompanied by a single invoice in three (3) copies describing in an appropriate manner, the supplies delivered and related rendered services.

8.2 The invoice shall be established in the name of: **APEFE RW101/102/103**, Kigali, Rwanda.

The sums due to the successful tenderer will be paid by check by the contracting authority. The invoice will be accompanied by the list of services and / or the purchase order and must carry the following mentions:

- Date of issuance,
- Number of the invoice,
- Title of the tender,
- N° of the tender,
- Identification of the items

Certified sincere and true to the sum of.....

8.3 The payments owed to the supplier shall be made by the Contracting Authority within seven (7) days with effect from the reception of the supplies upon presentation of the invoice or the request for payment by the supplier, and after its acceptance by the Contracting Authority.

8.4 The payments related to the present contract shall be made to the supplier in Rwandan Francs (RWF), in conformity to the currency in which the prices were quoted.

8.5 In the event that the Procuring Entity does not make a payment due on its due date, the Procuring Entity will be obligated to pay penalties per calendar day of 1/1 000 of the amount of the contract until full payment of the price, whether before or following a judgment or arbitration sentence.

9. Levies, taxes and duties

The supplier shall entirely be responsible for all levies, duties, patents and taxes payables within and without Rwanda.

10. Sub-contracting

The present tender shall not be subcontracted.

11. Packaging

The Supplier shall package all the supplies in the required manner so that they do not incur any damage or deterioration during their transport to their final destination.

12. Transport

The responsibility on the transport of the supplies shall be made by the supplier up to their final destination which shall be the office of APEFE-WBI, in Kigali (Rwanda).

13. Reception and control of the supplies, inspections, and tests

13.1 The IT supplies must be new, in an excellent state and in working conditions. Before or at the time of their reception, the Procuring Entity shall carry out quality control in form of inspection and tests.

13.2 The modalities for carrying out these inspections and tests shall be mutually agreed upon between the Procuring Entity and the supplier.

13.3 The inspections and tests may be carried out in the premises of the supplier at the delivery point and/or instead of the final destination of the supplies.

13.4 The supplier agrees that carrying out the inspection/test on the supplies, or the presence of the Contracting Authority representative does not discharge the supplier's obligation to fulfil his/her obligations including warranty among others as specified in the Tender Document.

14. Late Delivery Penalties

14.1 Except in case of a force majeure duly proved, the late delivery penalties per calendar day shall be 1/1 000 of the amount of the contract, until the delivery of the supplies or effective implementation of the services stipulated in the contract.

14.2 The Contracting Authority may also terminate the Contract.

15. Guarantee

15.1 The supplier guarantees that the supplies are new and have never been used, that they are the latest or most current model, and that they include all the latest improvements in design, safety and materials.

15.2 The supplier shall in addition guarantee that the supplies shall be exempted from any defaults in the production of materials, which may be used in Rwanda.

15.3 The guarantee shall remain valid during the entire duration indicated in the bid of the supplier, following the delivery of all or part of the supplies to APEFE.

15.4 The Contracting Authority shall notify any claim to the supplier, within stipulated deadlines following the realisation of defaults, and by providing the proof of evidence available. The Contracting Authority shall offer the Supplier the possibility of reasonable time to inspect the said defaults.

15.5 Upon receipt of such a claim, the supplier will promptly repair or replace, within ten (10) days, the defective supplies or parts at no cost to the Procuring Entity.

If the supplier, after being notified, does not remedy the defect within the time limits prescribed above, the Procuring Entity may undertake, within a reasonable period of time, at the risk and expense of the supplier, any recourse action necessary, without prejudice to other remedies available to the Procuring Entity to the supplier under the contract.

15.6 If required as specified in the contract, within the period specified by the procurement regulation, the Supplier shall, provide a performance security for the performance of the Contract in the amount specified in the contract.

15.7 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

15.8 As specified in the contract, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Procuring Entity in the contract, or in another format acceptable to the Purchaser and varies between 5% and 10% of the total value of the contract and issued by a bank.

15.9 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the contract.

16. Limit of the Liability

Except in case of serious negligence or intentional fault:

a) None of the two parties shall be liable towards the other for any loss or any indirect or successive damage, loss of usage, loss of production or loss of any other shortfalls, or financial

costs, given that the present exception does not apply to any of the obligations of the supplier to pay penalties to the Contracting Authority;

b) The general obligation that the supplier may have towards the Contracting Authority in the framework of the present contract or in the framework of civil liability, shall not exceed the amount of the contract, given that this limitation of the liability shall not apply to the repair or replacement of faulty materials or to the obligation of the Supplier to compensate the Contracting Authority in case of violation of the patent.

17. Force majeure

17.1 The supplier shall not be subject to penalties or termination of the contract for non-performance if and to the extent that its delay or failure to perform its obligations under the Contract is due to a case of a force majeure.

17.2 For the purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier that is not attributable to its fault or negligence and is unforeseeable and unavoidable. Such events may include, but are not limited to, the Procurement Entity's acts of state sovereignty wars and revolutions, fires, floods, epidemics, quarantine and quarantine measures, and embargo on freight.

17.3 In case of a force majeure, the supplier shall promptly notify the Contracting Authority of the existence of such events and his/her motives. Subject to contrary instructions, in writing, the Contracting Authority, the supplier shall continue to be bound by their contractual obligations as far as possible, and shall endeavour to continue to fulfil his/her obligations for which the execution shall not have been hindered by the case of a force majeure.

18. Order for the Amendment of and Additional clauses to the Contract

18.1 The Contracting Authority may at any moment ask the supplier, through a notification letter, to effect amendments on the place of delivery.

18.2 The place of delivery shall always be within Kigali City. For that matter, the modification shall no lead to any augmentation or reduction of the cost or the time necessary for the supplier to execute the entire contract.

18.3 The prices quoted by the supplier in exchange of the delivery of all related services that may be necessary but which do not appear in the contract shall be agreed upon in advance by the two contracting parties and shall not exceed the amount of the contract quoted by the supplier.

18.4 Considering the above provisions, any variation or modification will be made under the terms of the contract in a written amendment signed by both parties.

19. Prorogation of the Deadlines

19.1 If at any time during the execution of the contract, the supplier encounters any situation that may hinder him/her from delivering the related services within the stipulated deadline, the

supplier shall immediately notify the Contracting Authority of the delayed delivery and this shall be done in writing stating the delivery schedule.

19.2 As soon as possible following the reception of the notification of the supplier, the Contracting Authority shall evaluate the situation and may, at his/her discretion, agree or extend the schedule given and the prorogation may be ratified by means of an additional clause to the contract.

19.3 With the exception of the case of a force majeure stipulated in Clause 17 of the General and Administrative Conditions of the Contract, delay on the part of the supplier in the execution of his/her obligations shall expose him/her to the application of one or several penalties provided for in the Clause 26 of the GACC, unless if the prorogation of the deadline have been granted to him/her in virtue of the Clause 4 of the GACC.

20. Termination of the Contract

20.1 Termination of the contract for non-execution

a) The Contracting Authority may, without prejudice to other measures available to him/her in case of the breach of the contract, notify in writing the Supplier the termination of the contract for non-execution of the entirety or part of the contract.

i) If the supplier fails to deliver part or all the supplies within the specified schedule in the contract or within the time extended by the Contracting Authority in accordance with the provisions of the Clause 19 of the GAC;

ii) If the supplier fails to fulfil any other obligation in accordance with the Contract.

iii) If the Supplier has been involved in acts of corruption, fraudulent manoeuvres, collusive or coercive, practices, during the stage of his/her selection or during the execution of the contract.

b) In case the Contracting Authority terminates the entire or part of the contract, he/she may acquire, on conditions in a manner that appears convenient to him/her, the supplies or related services that are similar to those not received or not executed and the supplier shall be responsible towards the Contracting Authority for any supplementary cost that may result from this transaction.

20.2 Termination of Contract due to bankruptcy

The Contracting Authority may at any time terminate the contract by a written notification addressed to the Supplier if the latter is declared bankrupt or becomes insolvent.

In this case, the termination of the contract shall be carried out without any compensation to the supplier, with the understanding however that this termination of the contract shall neither

prejudice nor affect any of the rights or measures that the Contracting Authority holds or shall subsequently hold.

21. Cession

Unless otherwise agreed in writing by the other party, neither the Procuring Entity nor the Supplier will assign, in whole or in part, its contractual obligations to any third party under the Contract.

SECTION IV

SUBMISSION AND CONTRACT FORMS

1. Form on the information on the Bidder
2. Letter of the submission of the bid
3. Bill of Quantities, Prices and schedule for delivery
4. Bid Security (Bank Guarantee)
5. Agreement of the contract
6. Performance security (Bank Guarantee)

BIDDER INFORMATION FORM

[The Bidder shall fill in the following table in conformity to the instructions in brackets. the table cannot be modified. No substitution shall be accepted.]

Date: [insert the date (day, month year) of the submission of the bid]

Tender N°: [insert the number of the tender]

Page _____ of _____ pages

1. Name of the bidder: [insert legal name of the Bidder]
2. In case of a joint venture, names of all members: [insert the legal name of each member of the joint venture]
3. Current or projected country of the registration of the Bidder: [insert the current or expected country of registration]
4. Year of registration : [insert the year of registration]
5. official address of the Bidder in the country of registration: [insert the legal address in the Bidder in the country of registration]
6. Information on the representative duly competent to represent the Bidder: Name : [insert the name of the representative of the Bidder] Address : [insert the address of the representative of the Bidder] Telephone/Fax numbers : [insert the telephone/facsimile number of the representative of the Bidder] E-mail address: [insert the electronic address of the representative of the Bidder]

BID SUBMISSION FORM

[The Bidder fills the letter below in conformity to the instructions in brackets. The format of the letter must not be changed. No substitution shall be allowed.]

Date: *[insert the date (day, month, year) of the submission of the bid]*

Tender N°. : *[insert the tender number of the Bids]*

To: *[insert the full name of the Contracting Authority]*

We, the undersigned certify that:

a) We have examined the tender documents, and we do not have any reservation on them, including the amendment/ les amendments no. : *[Insert the numbers and date of the emission of each of the amendments]*; and we do not have any reservation on their regard.

b) We undertake to supply in conformity to the specifications in the tender document and to the delivery calendar specified in the bill of quantities, delivery calendar and technical specifications the following supplies: *[insert a brief description of the Supplies and connected Services]*;

c) The total prices of our bid, except for the discounts offered in Paragraph (d) below shall be: *[insert the total prices of the bid in letters and in figures, indicating the currencies and the amounts corresponding to these currencies]*;

d) The discounts offered and the modalities for the application of the said discounts are the following:

Discounts: If our bid is accepted, the following discounts shall be offered: *[indicate in details the discounts offered, in case of need, the article(s) of the (or the quotation (s) of prices to which it/they apply]*;

e) Our bid shall remain valid during the period required in the Instructions to Bidders with effect from the last date set for the submission of bids; we shall remain committed by this bid and it may be accepted at any time before the expiration of this period;

f) If our bid is accepted, we undertake to fully and duly execute the present contract in conformity to the Specific Conditions of the Contract.

Gg) We have not found any situation of conflicts interest;

h) The fees or commissions mentioned below have been paid in relation to the bidding procedure or the execution/signature of the contract : *[indicate the full name of each beneficiary, his/her full address, the reason of each of the fees or commissions, the amount, the currency, in case of need]*.

Name of the Beneficiary Address

Reason

Amount

(If no sum has been paid or if it should not be paid, mention "nil").

i) It is understood that the present bid, and your written acceptance of the said bid appearing in the notification of the award of the contract that we shall address to you shall act in lieu of the contract between us, until a formal contract is established and executed.

j) We understand that you are not obliged to accept the lowest evaluated bid or any of the offers you may receive.

Name [*insert the of the full name of the person signatory to the bid*]

In my capacity as [*indicate the capacity of the signatory*]

Signature [*insert the signature*]

Duly authorized to sign the bid for and on behalf of [*insert the full name of the Bidder*]

On the date of _____ day [*Insert the date of the signature*]

BILL OF QUANTITIES, PRICES AND DELIVERY SCHEDULE

[The Bidder must complete this bill of quantities, price, and delivery schedule forms in accordance with the instructions below. The list of items in column 1 should be identical to the list of related supplies and services provided by the Procuring Entity as in the Tender Document.]

Invitation to Tender No: [insert Tender Notice No.]

1	2	3	4	5	6	7
Service N ^o	Description of Services (excludes inland transportation and other services required in Rwanda to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>

					Total Bid Price	

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

Bid Security (Bank Guarantee)

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

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

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

Date: _____

BID GUARANTEE No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders; or

©refuses to accept the correction of errors in its bid price in accordance with the Instructions to Bidders.

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

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

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

BID AGREEMENT (ACCORD DE MARCHÉ)

[The successful bidder fills in this Bid Agreement as indicated in italics].

UNDER THIS BID AGREEMENT, entered into [date] _____ day of [month] _____ of [year] _____
BETWEEN

(1) [insert the full legal name of the Procuring Entity] _____ of [insert the full address of the Procuring Entity] _____ hereinafter referred to as the "Procuring Entity") on the one hand, and

(2) [Insert the full legal name of the Supplier] _____ of [insert Supplier's full address] _____ (hereinafter referred to as "Supplier"), on the other hand:

WHEREAS the Procurement Entity has issued a call for tender for certain supplies and related services, namely [insert a brief description of the Supplies and Related Services] _____ and has accepted an offer from the supplier for the delivery of such supplies and the provision of such related services, for an amount equal to [insert the tender price expressed in the Rwandan Franc Currency of the tender] _____ (hereinafter referred to as the "Contract Price").

IT HAS BEEN STATED AND AGREED AS FOLLOWS:

1. In this bid, words and expressions have the same meaning as given to them respectively in the clauses of the bid to which reference is made.

2. The following documents are deemed to form an integral part of the Bid Agreement read and interpreted as follows:

- a) This Bid Agreement
- b) The Award Notification of the Contract sent to the Supplier by the Procuring Entity;
- c) The Offer, Bill of quantities and the Price Schedules submitted by the Supplier;
- d) The Book of General Administrative Clauses;
- e) The Technical Specifications;
- f) Add here any additional document.

3. This Agreement shall prevail over any other component of the Contract. In the event of a difference between the component parts of this bid agreement, the above documents will prevail following the above list order.

4. In return for payment by the procuring entity to the supplier, as stipulated in this binding agreement, the supplier agrees with the procuring entity to deliver the supplies and correct any defects on the delivered supplies as in accordance with the bid. Substandard and poor quality goods are not accepted nor received.

5. The Procuring Entity hereby agrees to pay the supplier, in consideration for the Supplies and Related Services, and adjustments to their defects and deficiencies, the bid price or any other amount due under the Contract as stipulated in the bidding the Contract.

IN WITNESS WHEREOF the parties hereto have signed this contract in accordance with the laws of the Republic of Rwanda, on the day and the year mentioned below.

Signed by [*insert name and title of authorized person to sign*] _____ (for Procuring Entity)

Signed by [*insert the name and the title of the person authorized to sign*] _____
(for the Supplier).

2. Performance Security

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

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

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

Beneficiary:*[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

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

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

¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

² *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

