

**BIDDING DOCUMENTS**

**N° 001/F/07-I/RBS.**

**TITLE : SUPPLY OF LABORATORY CONSUMABLES**

**FINANCING : RWANDA BUREAU OF STANDARDS**

**MARKET EXTENSION : INTERNATIONAL OPEN TENDER**

**CONTRACTING AUTHORITY : RBS**

**SECTION I**

**TENDER NOTICE**

**INTERNATIONAL OPEN TENDER N° 001/F/07-I/RBS**

**TITLE: SUPPLY OF LABORATORY CONSUMABLES FOR RBS**

**FINANCING: Rwanda Bureau of Standards**

The Rwanda Bureau of Standards hereby invites international sealed bids from eligible bidders for acquisition of laboratory consumables.

The tender to compete for is comprised of two lots, each lot being indivisible.

Participation is open to all persons and companies specialised in the field.

The Tender documents can be obtained on RBS Website: [www. Rwanda-standards.org](http://www.Rwanda-standards.org) or from the Rwanda Bureau of Standards Head Office BP. 7099, Tel.(250)586103, Fax: (250)583305 Kigali-Rwanda, located at Kicukiro, Kigali from **17<sup>th</sup> September 2007** upon presentation of a prepaid Bank slip of a non refundable fee of Fifty Thousand(50 000) Rwanda Francs or equivalent in a freely convertible currency paid to the account N° 122.01.50 labelled “ Office Rwandais de Normalisation” opened at the National Bank of Rwanda (BNR).

Interested prospective bidders may obtain further information at the above mentioned address not later than **30** calendar days prior to the deadline for the submission of their bids.

Well printed bids, properly bound and presented in four copies one of which is the original must reach in sealed envelopes the Director General of Rwanda Bureau of Standards not later than **19<sup>th</sup> October/ 2007 at 9.00 a.m** prompt accompanied by a bid security of 2% of the bid price payable in Rwanda Francs or the equivalent in any freely convertible currency, issued by a reputable bank or a registered insurance company. Poorly presented bids will be rejected.

Copies shall be put into an envelope called” inner envelope” bearing the name and the address of the bidder. This envelope shall be put into another one called” outer envelope” marked, in addition to the tender reference number, as follows:

THE DIRECTOR GENERAL OF RWANDA BUREAU OF STANDARDS,  
PO Box 7099 KIGALI.

**TENDER N° 001/F/07-I/RBS  
SUPPLY OF LABORATORY CONSUMABLES FOR RWANDA BUREAU OF STANDARDS.**

TO OPEN IN PUBLIC ONLY

The opening of bids will take place on the same day of **19<sup>th</sup> October 2007 at 10.00 a.m.** prompt (local time) at the Rwanda Bureau of Standards conference room.

**N.B.: All the information regarding the tender awarded including minutes of the RBS Tender Committee shall be available on request at the RBS.**

Done at Kigali on 13th./September/2007

**Dr. Anastase KIMONYO  
Ag. Director General, RBS**

**SECTION II**

**ADMINISTRATIVE CLAUSES**

## **II. ADMINISTRATIVE CLAUSES**

### **CLAUSE 1: BACKGROUND**

The Rwanda Bureau of Standards is pleased to inform the public that there is an International open tender for **acquisition of Laboratory consumables**.  
The bid is composed of one indivisible lot.

### **CLAUSE 2: PLACE OF DELIVERY**

The place of delivery of this contract is in Kigali at MAGERWA warehouse.

### **CLAUSE 3: DELIVERY PERIOD**

The Bidders shall precise in their Bids the delivery period and the transport modalities of their goods. The shortest delivery period is an added advantage.

### **CLAUSE 4: PRICE AND CURRENCY OF THE BID**

The bids shall be in Rwandan francs for the unit price as well as the total bid price and the currency shall also be the Rwandan francs for the Rwandan companies. The foreign companies shall submit in an equivalent in hard currency.

4.1 The bidder shall indicate the unit prices and the total bid price of the goods he/she proposes to supply under the contract on the appropriate price schedule.

4.2 Prices indicated on the price Schedule shall be entered separately in the following manner:

(a) Goods bid from Rwanda:

- (i) the price of the goods, including all rights of customs, taxes on the sales or other already paid or to pay;
- (ii) the taxes on the sales and other taxes discerned to Rwanda that will be paid on the goods if the bid is given the internal transportation price, insurance and other local costs related to the delivery of the goods up to their final destination.

(b) Goods bid from the outside Rwanda:

- (i) The transport cost(Ocean), transport cost(Inland) and cost of insurance
- (ii) the price of goods quoted FOB port of shipment or airport of loading;
- (iii) the price of goods quoted CIP MAGERWA WAREHOUSE;

### **CLAUSE 5 : SUBMISSION OF BIDS**

The bidders' firm shall send their bidding documents in French and English in 4 copies of which one is the original and 3 are exact copies to the original and shall be marked "ORIGINAL" or "COPY" as appropriate.

The original and all copies shall be placed in an inner envelope which shall bear the name and address of the firm. This envelope shall be placed in an outer envelope which shall bear in addition to the reference number of the bid submission, the following:

**Ag. Director General,  
Rwanda Bureau of Standards,  
P.O.Box 7099, Kigali-Rwanda  
Tel: +250 586103  
Fax: +250 583305**

Tender Notice N° 001/F/07-I/RBS

## **ACQUISITION OF LABORATORY CONSUMABLES FOR RBS**

*«TO BE OPENED ONLY AT BID OPENING »*

The bids typed or written in indelible ink and well bound shall be addressed to the **Ag. Director General, Rwanda Bureau of Standards** before the time indicated in the tender Notice.

### **CLAUSE 6: PURCHASING OF THE TENDER NOTICE**

The Bidding Documents of the Tender are available at the **Head office of Rwanda Bureau of Standards** PO Box. 7099 KIGALI, Tel: (250) 586103 – Fax: (250) 583305 after a payment of a non refundable amount of 50 000 Rwf or equivalent in a freely convertible currency, on the account N° 122.01.50 titled “Office Rwandais de Normalisation” opened at the National Bank of Rwanda (BNR).

### **CLAUSE 7 : COMPLEMENTARY INFORMATION**

Any information regarding this Tender is available at the Executive Secretary of the National Tender Board at least 28 days before the deadline for the submission of the Tender.

### **CLAUSE 8 : MODIFICATION OF BIDS**

At any time but prior to the deadline prescribed for submission of bids, the contracting authority can modify, for any possible reason, on its own initiative or after a request for a clarification by a potential bidder, modify the Tender Document if he publishes an addendum.

The addendum shall be sent by letter or telex or fax to all the bidders who will have purchased the Tender Document and which shall be compulsory in its opposition.

The aforementioned bidders will acknowledge the addendum to the client by telex or by fax as soon as possible.

To allow the potential bidders sufficient time to take the addendum into consideration during the bids' preparation, the client is free to postpone the deadline for the submission of the bids.

### **CLAUSE 9: VALIDITY OF BIDS**

Bids shall remain valid for a period of 90 days after the date of bids opening.

## **CLAUSE 10: AWARD DOCUMENTS**

The award documents include the following documents:

1. Tender Notice;
2. Administrative clauses;
3. Technical specifications;
4. Bills of Quantities/ Price schedule;
5. Documents to be delivered by the bidder (See Clause 11).

## **CLAUSE 11: DOCUMENTS TO BE DELIVERED BY THE BIDDER**

1. Submission duly signed, dated and sealed;
2. The photocopy of the trade license
3. A clearance certificate of accounts to the tax department that is still valid, original or in form of a certified true copy;
4. A Certificate confirming that no fee is owed to the Social Security Fund of Rwanda
5. A guarantee of submission of the amount totaling to 2% of total bid price in Rwandan Francs or equivalent in any freely convertible currency issued by a reputable Bank or a registered Insurance Company;
6. The technical delivery form of the supplies together with the catalogue and leaflet describing in detail the proposed item;
7. Authorization of the manufacturer.

The Foreign Companies are not concerned with points 3 and 4 above

## **CLAUSE 12: CONFIDENTIAL FEATURE OF THE PROCEDURE**

Any information related to the examination, evaluation, comparison to the bid and recommendation related to the attribution of the contract should not be revealed to the bidders or to any person not involved into the procedure of examination and evaluation from the opening of the bids until the announcement of the contract attribution.

Any effort by the Bidders to influence the client in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in the rejection of the bidder's proposal.

## **CLAUSE 13: BIDS OPENING**

The opening of bids shall be in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the invitation to the tender.

The bidders' names, bid prices, discounts, bid modifications or withdrawals before the deadline of the bid submission will be announced at the opening.

In addition the RBS will announce and record any information that it seems necessary to be known.

No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.

## **CLAUSE 14: EVALUATION OF BIDS**

### **14.1 *Clarification of bids***

The administration has all the right to ask the bidders for clarification of their bids' examination, evaluation and comparison.

The request for clarification and the response shall be in writing. No change in the prices shall be sought, offered or permitted.

### **14.2 *Preliminary Examination***

The RBS will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether documents have been properly signed and whether the bids are generally in accordance with the bidding documents.

**The absence or the non-validity of the documents as mentioned in the article 12 leads to the cancellation of the bid.**

### **14.3 *Evaluation and comparison of the bids***

The evaluation and the comparison of the bid will be evaluated in 3 stages :

#### **14.3.1 *Administrative analysis:***

The criteria of acceptance of bids are given in the article 12.

#### **14.3.2 *Technical analysis:***

The Technical Proposal shall be evaluated according to the specification of the current articles and conditions.

#### **14.3.3 *Financial analysis:***

The bidder whose Technical Proposal is accepted and whose Financial Proposal is the most affordable will be accepted to negotiate the contract.

## **CLAUSE 15: CONVERSION TO A SINGLE CURRENCY**

The common currency chosen for the purpose of conversion is the Rwandan francs.

Source of exchange rate: National Bank of Rwanda.

Date of exchange rate: Date of the bids' opening.

#### **CLAUSE 16: CHOICE OF THE BIDDER**

The contract will be awarded to the successful Bidder whose bid had been determined to be substantially responsive to the Bidding Document after the examination of all required documents and which is responsive to the technical conditions of the Bidding Document and to all the relative conditions to comparative advantage “quality-price ratio”.

#### **CLAUSE 17: NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity the contracting authority will notify the successful bidder in writing that its bid has been accepted.

This letter titled ‘Notification of award’ shall indicate the amount that RBS owes to the supplier according to the prescription of the contract.

Upon the successful bidders furnishing of the performance security bond, RBS will promptly notify each unsuccessful bidder and will discharge its bid security.

#### **CLAUSE 18: REVISION OF THE PRICES**

Prices quoted by the bidders shall be fixed during the bidders’ performance of the contract and not be subject to variation on any account. They are fixed and not reviewable during the entire period of the contract.

#### **CLAUSE 19: INCREASE OR DECREASE OF QUANTITY**

The administration reserves the right to increase or decrease the quantity of goods according to its needs, by the percentage of 20% of the total amount of the contract by registered letter addressed to the bidder in order to announce this modification without any change in unit price and it reserves the right to reject the current tender notice for any legitimate excuses.

#### **CLAUSE 20: RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

The User body reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at anytime prior to contract award without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of the User’s action.

#### **CLAUSE 21: WARRANTY OF GOODS**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser’s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within thirty days, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods *or parts from EXW or the port or place of entry to the final destination.*

If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract

#### **CLAUSE 22: WARRANTY OF SUBMISSION**

The bid comprises a bid security which is an integral part of it.

The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- 1) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the Tender Document or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- 2) An insurance company guarantee recognised and with the same conditions mentioned at point (1) above

Any bid not secured will be rejected by the Purchaser as non responsive pursuant to Tender Document. The warranty of submission of the bidder which will have awarded the contract will be quoted to the contract and against remittance of performance security as predicted in the Tender Document.

The bid security may be forfeited if a Bidder:

- 1) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
- 2) in the case of a successful Bidder, if the Bidder fails
  - to sign the contract; or
  - to furnish performance security

#### **CLAUSE 23: PERFORMANCE SECURITY BOND**

Within 15 days of the receipt of notification of award from the Rwanda Bureau of Standards, the successful bidder shall furnish to RBS the performance security bond equivalent to 10% of the bid price. This warranty should be presented in one of the following forms:

- a bank guarantee or an irrevocable letter of credit issued by a reputable bank or;
- a registered insurance company guarantee in the form provided in the Tender Document.

No other guarantee shall be accepted.

#### **CLAUSE 24: INSURANCE**

The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

The Insurance shall be in an amount equal to 110 per cent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

#### **CLAUSE 25: METHODS AND CONDITION OF PAYMENT**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

##### ***A. Payment for Goods supplied from abroad:***

Payment of foreign currency portion shall be made in Rwandan Francs or in a freely convertible currency in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the following documents:
  - (a) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
  - (b) original and 3 copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and
  - (c) 3 copies of non-negotiable bill of lading;
  - (d) copies of the packing list identifying contents of each package;
  - (e) insurance certificate;
  - (f) Manufacturer’s or Supplier’s warranty certificate;
  - (g) inspection certificate, issued by the nominated inspection agency, and
  - (h) the Supplier’s factory inspection report; and
  - (i) certificate of origin.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in national currency within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

***B. Payment for Goods and Services supplied from within the Purchaser's country:***

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the following documents:
  - a) copies of the invoice of the Supplier indicating the description of the Supplies, the quantities, the unit prices and the total amount;
  - b) the original and 3 copies of the negotiable bill of lading, net on board, being marked "freight paid", and
  - c) 3 copies of the nonnegotiable bill of lading;
  - d) copies of the packing lists identifying the contents of each packet;
  - e) the certificate of insurance;
  - f) the certificate of guarantee of the Manufacturer or the Supplier;
  - g) the certificate of inspection delivered by the inspection organization as indicated and
  - h) the inspection report in the factory of the Supplier.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

In case the supplier fails (e.g.: non conformity of the material) the payment will be suspended until the problem is resolved.

All the expenses regarding the opening of the documentary credit will be at the charge of RBS.

All the expenses out of the Republic of Rwanda will be at the charge of supplier.

**CLAUSE 26: INSPECTION OF THE CONSUMABLES**

The RBS has the right to do the inspection of the consumables already inspected by the supplier, and to refuse any item which does not conform to the technical specifications described in the invitation to tender.

**CLAUSES 27: HAND OVER OF THE MATERIAL**

After the arrival of the goods, the Purchaser will organize the hand over of the goods and therefore minutes of the handing over will be taken.

#### **CLAUSE 28: LATE PAYMENT PENALTY**

Any delay in the execution occurring by a fault of the supplier will be penalized by a 1/1000 Frw fine per calendar day in delay.  
However, the total amount of penalties can not exceed 10 % of the contract's amount.

#### **CLAUSE 29: REGULATION OF LITIGATION**

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The rules of procedure for arbitration proceedings shall be as follows:

##### **(a) Contract with foreign Supplier:**

*If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

*If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:*

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

##### **(b) Contracts with Supplier national of the Purchaser's country:**

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

**CLAUSE 30: Governing Language:**

The Governing Language shall be: English or French

**CLAUSE 31: Applicable Law:**

The Applicable Law shall be: Rwandan Law

**CLAUSE 32: Notices:**

Purchaser's address for notice purposes: RWANDA BUREAU OF STANDARDS, P.O. Box 7099 KIGALI, Tel. 250 586103.

Supplier's address for notice purposes: \_\_\_\_\_

## TECHNICAL SPECIFICATIONS

### LOT 1.

#### **MICROBIOLOGY**

##### **(i) Culture media, Supplements & other Reagents**

S/ N	Product identification	Spec/ code	Pack	Qty	Unit price	Total price
1	Plate count agar, PCA	CM 325B	500g	15		
2	Skim milk powder	LP0031B	500g	4		
3	Water agar medium	LP0011B	500g	3		
4	Violet red bile glucose (VRBG) agar	CM 0485B	500g	3		
5	Nutrient agar	CM 0003B	500g	2		
6	Crystal violet neutral red bile lactose (VRBL) agar	CM 0107B	500g	20		
7	Brilliant green lactose bile broth	CM0031B	500g	3		
8	Meneral-modified glutamate agar (MMGA)	CM0607G	500g	10		
9	Tryptone-bile-glucuronic medium (TBX)	CM0945B	500g	10		
10	Triphenyltetrazolium chloride (TCC)	264310	25g	6		
11	Sodium heptadecylsulfate	Analytical grad	500g	2		
12	Tryptone soya agar (TSA)	CM 0131B	500g	15		
13	Tryptone bile agar, (TBA)	CM 595B	500g	10		
14	Buffered peptone water	CM 01049B	500g	30		
15	Peptone water	CM0009B	500g	3		
16	Rappaport-Vassilliadis Medium with soya	CM 0866B	500g	5		
17	Muller-Kauffmann Tetrathionate/novobiocin base	CM10448B	500g	5		
18	Novobiocin	SR0181E	10 vials	50		
19	Xylose lysine deoxycholate (XLD) Agar	CM 0469B	500g	10		
20	Brilliant green agar BGA	CM 0329B	500g	10		
21	Sulphamandelate	SR 0087E	10 vials	50		
22	Urea agar (Christensen)	CM 0053B	500g	2		
23	L-Lysine decarboxylation medium	CM0381B	500g	3		
24	Triple sugar/iron agar	CM0277B	500g	4		
25	Tryptone water	CM0087B	500g	2		
26	VP medium (MRVP)	CM0043B	500g	5		
27	VP I	MB0181A	10ml	20		
28	VP II	MB0184A	10ml	20		
29	Selenite/cystine medium	CM0699B	500g	5		
30	Sodium biselenite	LP0121	100g	3		
31	MacConkey agar with crystal violet	CM0115B	500g	5		
32	Hectoen enteric (HE) agar	CM0419B	500g	5		
33	Pseudomonas agar base (CFC agar base)	CM0559B	500g	3		
34	Cetrimide, fucidin & cephaloridine (CFC)	SR0103E	10 vials	50		

35	C-N supplement	SR0102E	10 vials	50		
36	sodium dodecyl sulphate (GST)	Analytical grad	500g	2		
37	Thiosulfate citrate bile sucrose agar (TCBS)	CM0333B	500g	2		
33 13 8	Fraser broth base	CM0895B	500g	3		
39	Half fraser supplement	SR0166E	10 vials	25		
40	Oxford agar base	CM0856B	500g	3		
41	Modified Listeria selective supplement	SR0206E	10 vials	50		
42	Ethanol, 95% ml		500 ml	50		
43	PALCAM agar base	CM0877B	500g	3		
44	PALCAM selective supplement	SR0150E	10 vials	50		
45	Baird-Parker agar egg yolk tellurite base	CM0275B	500g	6		
46	Potassium tellurite 3.5%	SR0030J	10X2 ml	50		
47	Egg yolk emulsion	SR0047C	100ml	30		
48	Brain heart infusion broth	CM0225B	500g	5		
49	DNase agar	CM0321B	500g	4		
50	Slanetz & Bartley Medium (Enterococcus agar)	CM0377B	500g	4		
51	Bile aesculine azide agar	CMO888B	500g	3		
52	Iron sulfite agar	CM0079B	500g	3		
53	Perfringens Agar Base (Tsc)	CM0587B	500g	3		
54	Perfringens (TSC) selective supplement	SR0088E	10 vials	20		
55	Fluid thioglycollate medium	CM0391B	500g	3		
56	Disodium disulfite anhydrous,	Analytical grad	500g	2		
57	Ammonium iron (III) citrate,	Analytical grad	500g	2		
58	Gas Generating Kits	BR0038B	1x10	20		
59	Anaerobic indicator (resazurin)	BR0055B	1x100	4		
60	Maninitol/egg yolk/polymyxin(MYP) agar base Or Bacillus cereus selective agar base	CM0929B	500g	3		
61	Milk Plate count agar with antibiotic free skimmed milk powder.	CM 0861B	500g	5		
62	B. cereus selective supplement	SR0099E	10 vials	20		
63	Dextrose tryptone broth	CM0073B	500g	4		
64	Liver broth	CM0077B	500g	4		
65	Lactose broth	CM0137B	500g	6		
66	MacConkey broth	CM0005B	500g	1		
67	MacConkey broth purple	CM0505B	500g	2		
68	Brom cresol purple	211731	5g	3		
69	Lysine medium	CM0191B	500g	6		
70	Potassium lactate	SR0037H	10x1ml	90		

71	Lactic acid10%	SR0021K	500ml	10		
72	Microbact Oxidase strips	MB0266A	50ml	50		
73	Microbact mineral oil	MB1093A	50ml	40		
74	N,N,N',N'-Tetra methyl-p-phenylenediamine Dihydrochloride (Oxidase rgt)	Analytical grad	100g	2		
75	(p-Dimethylaminobenzaldehyde 12L)	Analytical grad	500g	1		
76	Amyl or butyl alcohol( free from organic bases)	Analytical grad	2l	2		
77	Hydrochloric acid Dens.:1.18g/ml	Dens.1.18g/ml	2l	2		
78	ONPG paper discs	DD0013T	50	10		
79	Sodium dihydrogen phosphate	Analytical grad	500g	4		
80	Sodium hydroxide	Analytical grad	500g	2		
81	o-Nitrophenyl beta-D-galacto pyranoside Voges-Proskauer (VP) reaction	Analytical grad	500g	2		
82	Creatine monohydrate	Analytical grad	500g	2		
83	1-Naphthol,	Analytical grad	500g	2		
84	Potassium hydroxide	Analytical grad	500g	2		
85	Sodium chloride	LP0005B	500g	4		
86	Salmonella Somatic Poly Antiserum	240941	5ml	2		
87	Salmonella Flagellar Poly antiserum	240942	5ml	2		
88	Salmonella anti-serum H 1 complex	222721	5ml	2		
89	Salmonell Vi anti-serum	240994	5ml	2		
90	Shigella antiserum Poly Gp A	228341	3ml	2		
91	Shigella antiserum Poly Gp B	228351	3ml	2		
92	Shigella antiserum Poly Gp C	228361	3ml	2		
93	Shigella antiserum Poly Gp D	228371	3ml	2		
94	Vibrio cholerae antiserum Poly	224321	3ml	2		
95	Listeria O antiserum Poly types 1 & 4	223021	5ml	2		
96	Hydrogen peroxide 30%	Analytical grad	120ml	5		
97	Crytal violet	Analytical grad	10g	40		
98	Iodine	Analytical grad	500g	3		
99	Potassium iodide	Analytical grad	500g	4		
100	Safranine	Analytical grad	100g	4		
101	Acetone	Technical grad	500l	20		
102	Disodium hydrogen phosphate dodecahydrate Na <sub>2</sub> HPO <sub>4</sub> .12H <sub>2</sub> O	Analytical grad	500g	6		
103	Potassium dihydrogen phosphate	Analytical grad	500g	6		
104	Potassium chloride	Analytical grad	500g	3		
105	Calcium chloride anhyduos	Analytical grad	500g	3		
106	Sodium hydrogen carbonate	Analytical grad	500g	2		
107	Disodium hydrogen phosphate dihydrate	Analytical grad	500g	2		

108	Sorbitan monooleate(Polysorbate 80)	Analytical grad	500g	2		
109	Sodium thiosulfate	Analytical grad	500g	2		
110	Lactic acid	Analytical grad	500ml	2		
111	Dipotassium hydrogen phosphate	Analytical grad	500g	2		

**(ii) Quality Control Strains**

S/N	Reference Culture	Code/specification	Order No	Unit Pack	Qty	Unit price	Total price
112	Aspergillus niger	ATCC 16404	QC0392	3 x 1	5		
113	Bacillus cereus	ATCC 10876	QC0998	3 x 1	5		
114	Bacillus subtilis	ATCC 6633	QC0486	3 x 1	5		
115	Clostridium perfringens	ATCC 13124	QC0318	3 x 1	5		
116	Escherichia coli	ATCC 8739	QC0483	3 x 1	5		
117	Enterococci faecalis	ATCC 29212	QC0366	3 x 1	5		
118	Listeria monocytogenes	ATCC 7644	QC0398	3 x 1	5		
119	Proteus mirabilis	ATCC 43071	QC0432	3 x 1	5		
120	Pseudomonas aeruginosa	ATCC 27853	QC0353	3 x 1	5		
121	Staphylococcus aureus	ATCC 25923	QC0360	3 x 1	5		
122	Staphylococcus epidermidis	ATCC 12228	QC0371	3 x 1	5		
123	Salmonella poona	NCTC4840	QC0851	3 x 1	5		
124	Salmonella typhimurium	ATCC 14028	QC0363	3 x 1	5		
125	Saccharomyces cerevisiae	NCTC NCYC79	QC0736	3 x 1	5		
126	Vibrio furnissii-cholerae	NCTC11218	QC0720	3 x 1	5		
127	Shigella flexneri	ATCC 12022	QC0356	3 x 1	5		
128	Shigella sonnei	ATCC 9290	QC0446	3 x 1	5		

**LOT 2****Chemistry**

No.	Item name	Specifications	Quantity	Unit Price	Total price
1	Petroleum Ether for organic residue analysis	AR, Boiling range 40-60°C, quantity	40 litres		
2	Acid Detergent solution	AR,	2 litres		
3	1- Octanol	AR, 99% purity, FW 130.23, bp 196 °C/ 760mmHg.	400gr		
4	Rosaniline Acetate,	AR	500g,		
5	Trichloroacetic acid	AR, Solid	500g		
6	Sodium hydroxide	AR, Pellets	10kg		
7	Acetaldehyde (L)	GC Grade	1L		
8	Ethyl acetate (L)	GC Grade	4L		
9	m-Phenylenediamine hydrochloride(S)	AR	1Kg		
10	Aniline hydrochloride (S) (practical)	AR	1kg		
11	Furfural (L)	AR	1L		
12	Iodine (S) min 99.8%	AR	500g		
13	Starch (S)	AR	500g		
14	Mercuric chloride (S) 99.5%	AR	500g		
15	Potassium permanganate (S) 99.0%	AR	500g		
16	Hydrochloric acid, conc. (L) 37%	AR	500mlX6/ cs		
17	Sulphuric acid, conc. (L) 98.08%	AR	1L		
18	Ethanol, 95%(L)	AR	4 L		
19	Ethanol, 95%(L)		20L		
20	Diethyl ether (L)	AR	5 x 1 L		
21	Petroleum ether (L)(for organic residue analysis 35 - 60°	AR	40L		
22	Sodium sulphate anhydrous (S)	AR	500g		
23	Calcium nitrate (S)	AR	500g		
24	Nitric acid, conc. (L)68-70 %	AR	1L		
25	Silver nitrate crystal (S)	AR	500g		
26	Potassium chromate (S)	AR	500g		
27	Beta-naphthalene sulphonic acid (S)	AR	500g		
28	Potassium hydroxide (S)	AR	500g		

29	Sodium bicarbonate (S)99.7-100.3%	AR	10 X 500g		
30	Stearin (S)	AR	100g		
31	Sodium hydroxide (S)	AR	500g		
32	Esterification flask		2		
33	Separating funnels	250mL	10		
34	“	500mL	10		
35	“	1000mL	10		
36	Filter crucible (glass)	50ml; pores 16	5 x 1		
37	Filter paper	No.42	10 boxes		
38	Potassium dihydrogen(Potassium phosphate monobasic 99%)	AR	3Kg		
39	Copper sulphate pentahydrate,	AR Mw 249.71	3Kg		
40	Sodium potassium tartrate (Potassiumsodium tartrate)	AR Mw 282.23	1 Kg		
41	Sodium hydroxide	AR	5Kg		
42	Pure sucrose		1Kg		
43	Hydrochloric acid	AR, Conc.	2,5L		
44	Sodium hydroxide	AR	2Kg		
45	Methylene Blue solution	AR	500ml		
46	Ammonium hydroxide 50%	AR	4L		
47	Barium chloride	AR	3Kg		
48	Sodium hydroxide (Carbonate free)	AR	1Kg		
49	Phenolphthalein indicator		500g		
50	Resublimed resorcinol	AR	1Kg		
51	Potassium iodide	AR	1Kg		
52	Sodium acetate	AR	1Kg		
53	Glacial acetic acid	AR	1L		
54	Sodium chloride	AR	3Kg		
55	Starch soluble reagent	AR	1Kg		
56	Barbituric acid 99.3%	AR	3Kg		
57	Potassium dihydrogen phosphate (Potassium phosphate monobasic reagent)	AR	1Kg		
58	Kieselguhr, analytical grade	AR	1Kg		
59	Lead acetate	AR	1kg		
60	Rosaniline reagent	AR	2Kg		
61	Formaldehyde 37%	AR	3L		
62	Naphthol,Alpha(1,Naphthol)	AR	100g		
63	Naphthol, Beta (2 Naphthol)		500g		
64	Absolute ethanol	AR	20L		
65	Calcium chloride	AR	2,5Kg		
66	Potassium Iodate	AR	2,5Kg		
67	P-toluidine	AR	3Kg		
67	Aniline(aminobenzene)	AR	2L		

68	Ethyl acetate	AR	4L		
69	Metaphenylane diamine hydrochloride	AR	2L		
70	Isoamyl alcohol	AR	2L		
71	Petroleum spirit	AR	10L		
72	Sodium thiosulphate	AR	3Kg		
73	Ferric chloride hexahydrate	AR	1Kg		
74	Chloroform 99.8%	AR	4L		
75	Bromine water solution	AR	2L		
76	Buffer solution	pH 4.0 500m	10L		
77	Buffer solution	pH 7.0 500m	10L		
78	Calcium chloride	AR, 500g	2.5Kg		
79	Diethyl ether	AR, 500ml	5L		
80	Ethanol absolute	AR	20L		
81	Hydrogen peroxide 30%	AR,	450mlX6		
82	Hydrochloric acid, conc. 37%	AR	500mlX6		
83	Hydranal Methanol dry(Karl Fischer reagent)	AR	6 X1L		
84	Hydranal water standard(Karl fischer reagent)		6X80ml		
85	Hydranal composite	One component reagent for volumetric Karl fischer titration	6X1L		
86	Mercuric iodide 99%	AR, red 500g	25g		
87	Sodium sulphate anhydrous	AR	5 x 2Kg		
88	Defatted cotton		10Kg		
89	Petroleum ether for organic residue analysis	Boiling range: 35-60°C	20L		
90	Cleaning solution for flame photometer	PFP7 No. 025016	10L		
91	Acetaldehyde	certified purity	1 L		
92	Iso- propanol HPLC	certified purity	1 L		
93	n-Propanol(1-Propanol)(n-propyl alcohol)	certified purity	1 L		
94	Isobutyl alcohol	certified purity	1 L		
95	Amyl alcohol (n-amyl alcohol)	certified purity	1 L		
96	<u>GC Column</u>	Chromosorb 102, 2 m SST or equivalent	2		
97	<u>GC Column</u>	Carbowax 10% 20 m, 2 m, 1/8 inch	1		
98	<u>GC Column</u>	Porapak Q 80/100 mesh range, 2 m length, S/S	2		

		column material, 3.2 mm OD, 2 mm ID			
99	<u>Diesel</u>	certified purity	100 mL		
100	<u>Kerosene</u>	certified purity	100mL		
101	<u>Acid-washed sand</u>		5 x 1kg		
102	Silica gel	Florosil 60/100 mesh purchased activated at 1250 F	10 x1 Kg		
103	Glass column for chromatography	-300 mm long, 11 mm internal diameter with PTFE	5		
104	Glass column for chromatography	-11mm internal diameter glass column plug bottom with Pyrex glass wool	5		
105	Volumetric flasks	50 ml, 25 ml, 10 ml	10 each		
106	Flat bottom flasks	50 ml, 250 ml, 500 ml	10 each		
107	Graduated test tubes	20 ml, 10 ml	10 each		
108	Isobutyl alcohol	certified purity	1 L		
109	<u>Acid-washed sand</u>		5 x 1kg		
110	<u>Filter paper</u>	type 50,110mm- 100pcs	10		
111	<u>Filter paper</u>	type50;125mm- 100pcs	10		
112	<u>Filter paper</u>	type 50;150mm- 100pcs	10		
113	<u>Filter paper</u>	Type 540;150mm- 100pcs	10		
114	<u>Filter paper</u>	Type540; 185mm-100pcs	10		
115	<u>Filter paper</u>	Type 541;70mm- 100pcs	10		
116	<u>Filter paper</u>	Type 541;110mm- 100pcs	10		
117	<u>Filter paper</u>	Type 541;125mm- 100pcs	10		
118	<u>Filter paper</u>	Type541;150mm- 100pcs	10		
119	<u>Filter paper</u>	Type541;185mm- 100pcs	10		

120	<u>Filter paper</u>	Type 542;70mm-100pcs	10		
121	<u>Filter paper</u>	Type 542;110mm-.100pcs	10		
122	<u>Filter paper</u>	Type542;125mm-100pcs	10		
123	<u>Filter paper</u>	Type542;150mm-100pcs	10		
124	<u>Filter paper</u>	Type542;185mm-100pcs	10		
125	<u>Glass fiber filter</u>	125ml	10		
126	<u>Glass fiber filter</u>	220ml	10		
127	<u>Weighing boats</u>	2ml	5		
128	<u>Weighing boats</u>	10ml	5		
129	4, NN-Dimethylaminobeldehyde	AR	4L		
130	Ammonium chloride	AR	2Kg		
131	Amminium dichromate	AR	2kg		
132	Aniline	AR	2.5L		
133	Antimony II chloride	AR	2Kg		
134	Buffer solution pH 4.0		2.5L		
135	buffer solution pH 7.0		2.5L		
136	Buffer solution pH 9.01		2.5L		
137	Di-ammonium hydrogen ort.	AR	2Kg		
138	Dimethyl glycoxime	AR	2Kg		
139	Formaldehyde	AR	1L		
140	ICN silica DC 60A	AR	500g		
141	Iodine resublimed	AR	1Kg		
142	Methyl orange	AR	50gr		
144	Nitric acid	AR	2L		
145	Oxalic acid	AR	1Kg		
146	Sodium carbonate Anhydrous	AR	2Kg		
147	Cupper standard 2 differents batches	1000ppm	1L		
148	Lead standard 2 batches	1000ppm	1L		
149	Iron standard 2 batches	1000ppm	1L		
150	Ammonium standard 2 batches	1000ppm	1L		
151	Nitrite standard 2 batches	1000ppm	1L		
152	Nitrate standard 2 batches	1000ppm	1L		
153	Chloride standard 2 batches	1000ppm	1L		
154	Multi elements standard for Na, K, Ca, Mg and Ba	1000ppm	5L		
155	Multi elements standard for Cu, Zn, Pb, Cr, Cd, Fe, Mn,	1000ppm	5L		
156	Multi elements standard for Ni, Ag, Li, Al,Co, Eu, As	1000ppm	5L		

157	Mercury standard 2 batches	1000ppm	1L		
158	Petroleum spirit	AR	10 x 2.5 L		
159	Acetonitrile	GC Grade	10 x 2.5 L		
160	N-Hexane	GC Grade	10 x 2.5 L		
161	Acetone	AR	5 x 5 L		
162	L-Tartaric acid	99%	500g		
163	Decachlorobiphenyl	Certified purity	100 mL		
164	2,4,5,6-Tetrachloro(m)xylene	Certified purity	100 mL		
165	Chlorfenvinphos	Certified purity	100 mL		
166	2,4'-DDD	1000 µg/ml	100 mL		
167	OCP mixture: alpha-BHC, beta-BHC, gamma-BHC, hexachlorbenzene, heptachlor, heptachlor epoxide (isomerB), aldrin, dieldrin, alpha-chlordane, gamma-chlordane(trans-chlordane), oxychlordane, endosulfan I, endosulfan II, endosulfan sulphate, 4,4'-DDD, 2,4'-DDT, 4,4'-DDT	100 µg/ml	100 mL		
168	OPP mixture: dichlovos, methacrifos, phosphamidon, diazinon, etrimfos, chlorpyrifos-methyl, fenitrothion, pirimiphos methyl, malathion, chlorpyrifos, parathion ethyl, pirimiphos ethyl, chlorfenvinphos	100 µg/ml	100 mL		
169	Heptachlor endo-epoxide	100 ng/ml	100 mL		
170	2,4'-DDE	100 ng/ml	100 mL		
171	Micropipets	10-100 µl	1		
172	Micropipets	100-1000 µl	1		
173	Sample concentrator	32 holes	1		
174	Vortex	-	1		
175	Stomacher	-	1		
176	Bags	Model 400	100		
177	Pasteur pipets	-	100		
178	Dionex vials with screw cap and teflon lining	40 mL	20 x 40 mL		
179	Volumetric flask	20 mL	10 x 20 mL		
180	Glass funnel	Small	50		
181	Flat bottomed flask	250 mL	20 x 250 mL		
182	Graduated pipet	10 mL	5 x 10 mL		
183	Blender	-	1		

184	Solid phase extraction(SPE unit)		1		
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**Other Technical requirements of the products**

- a) name of the medium, individual components and any supplements, and their product codes ( for culture media);
- b) batch codes;
- c) manufacturer of the product
- d) pH value of the product before use (where applicable);
- e) storage information and expiry date;
- f) any performance evaluation and test organisms used ( for culture media);
- g) technical data sheet;
- h) quality-control certificate;
- i) safety and/or hazard data (where applicable)
- j) Opening of the culture media or any product shall not prompt its expiration.
- k) All chemicals must be of pure grade

**N.B: All the mentioned laboratory consumables must have a minimum shelf life of at least three (3) years at the time of reception.**

## MODEL OF FORMS

### 1. FORM OF BID AND SLIP OF PRICE

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

**Tender: N° 001/F/07-I/RBS**

**Name of the Tender: Supply Laboratory Consumables**

**To: The Director General  
Rwanda Bureau of Standards  
PO Box 7099 Kigali, Rwanda  
Tel: 250 586103  
Fax: 250 583305**

Dear Sirs,

After having examined the Tender document, including the Addendum N°....., of which we hereby acknowledge official reception, we, undersigned, bid to provide and to deliver Laboratory consumables, in conformity with the Tender document and for the total of [total price of the bid in numbers and in letters] or other amounts enumerated attached to the slip of the prices and which make part of the present bid.

We undertake, if our bid is accepted, to deliver the consumables according to arrangements specified in the Bill of the quantities and the Calendar of delivery.

If our bid is accepted, we will obtain a bank guarantee of an amount equivalent to (10%) ten percent of the Price of the Tender in guarantee of its execution, under the form prescribed by the purchaser.

We commit ourselves on the terms of this bid for one period of ninety (90) days from the fixed date for the opening of the envelopes in application of the Clause 6 of the Instructions to the Bidders; the bid will remain binding to us and shall be accepted at any time before the expiration of this period.

Until a Tender in good form and condition is prepared and signed, your written acceptance and the notification award shall bind us reciprocally.

The \_\_\_\_\_ day of \_\_\_\_\_ 2007

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[signature and seal]

[name and first name]

[title]

**2. BID SECURITY FORM (BID BOND)**

BOND NO. \_\_\_\_\_

BY THIS BOND [*insert: name of Bidder*] as Principal (hereinafter called “the Principal”), and [*insert: name, legal title, and address of surety*], authorized to transact business in [*insert: name of country of Purchaser*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Purchaser”) in the sum of [*insert amount of Bond*] (<sup>1</sup>). [*insert: amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the supply of [*insert: name and/or description of goods*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (2) Refuses to accept the correction of errors in its bid price in accordance with the Instructions to Bidders; or
- (3) Having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity;
  - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and affect up to and including 30 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the Surety not later than the above date.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature) (Signature)

\_\_\_\_\_  
(Printed name and title) (Printed name and title)

<sup>1/</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

**3. FORMAT FOR THE PERFORMANCE BANK SECURITY**

WHEREAS (Name and address of the Supplier) hereinafter called “the supplier” has undertaken in pursuance of contract N° .....dated...../...../2007, hereinafter called “the contract” (description of the goods and services).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee of (10%) of total amount delivered by a reputable bank specified therein, as security for compliance with the supplier’s performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give a guarantee to the supplier;  
Therefore we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier, up to a total amount of.....  
(Amount of the guarantee in words and in figures and we undertake to pay you, upon your first written demand, declaring the Supplier to be default under the contract stipulations, and without civil argument, any sum or sums within limit of (amount of guarantee) as foresaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Signature and seal of Guarantors  
  
Date.....  
  
Address.....

#### **4. Manufacturer's Authorization Form**

**To: The Director General  
Rwanda Bureau of Standards  
PO Box 7099 KIGALI**

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[Reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## 5. MODEL OF SUPPLYING CONTRACT

N° .....

**DATE** :

**SUPPLIER** :

**PURCHASER** : Rwanda Bureau of Standards

**FINANCING** : Rwanda Bureau of Standards

**AMOUNT OF CONTRACT** : ..... (**CIP  
MAGERWA/KIGALI**)

**DELIVERY SCHEDULE** :

**NUMBER OF COPIES IN ORIGINAL**  
: .....

Between

Rwanda Bureau of Standards (RBS), having its headquarter at KICUKIRO, in Kigali, Rwanda, represented by Dr. Anastase KIMONYO , Acting Director General, hereinafter referred to as the “Purchaser” on the one hand

And

....., represented by Mr.....,  
hereinafter referred to as “the Supplier” on the other hand;

It has been agreed that:

### **Article 1: Subject of the contract**

The subject of the contract is the **supply of the Laboratory Consumables** to Rwanda Bureau of Standards.

### **Article 2: Contract documents**

The documents hereinafter are considered and interpreted as being an entire part of the present contract:

- present contract
- letter of notification of the contract
- bid submitted by the supplier
- Tender document

### **Article 3: Scope of services**

The service of the supplier comprises especially:

- Supply of the material mentioned in article 1
- The appropriate packing for the transport on sea and land / air transport
- The warrantee of the material covering all the risks
- The presence during the receipt of the material in the Purchaser's stores

#### **Article 4: Origin of the product**

The origin and the manufacturer of the material mentioned in the bid can not be changed without previous approval from the Purchaser

#### **Article 5: Quality of the product**

The material to be delivered has to be conforming to the technical specifications indicated by the Purchaser.

The proposed goods have to be the most recent model and have to comprise the very latest improvements as regards to the conception and technical material used.

#### **Article 6: Period of delivery**

6.1 The period of delivery for CIP MAGERWA is 30 calendar days starting from the confirmation of the binding documentary letter of credit by a reputable bank.

6.2 The material which is missing, damaged or not standard at its arrival in Kigali shall be replaced by the Supplier on his own costs within a possible shortest period. This period should not exceed the period of the bid after notification of the damages and losses by the Bidder. The Purchaser returns the original warranty to the supplier in case of transport damage and /or loss.

#### **Article 7: Validity of unit prices**

The unit prices should remain valid even if the offered quantities may vary with a margin of 20% of the total and /or if the complete positions should be deleted or increased as far as the sum of the revised amount of the contract remains in this margin.

In addition, the unit prices remain unchanged, even if during the planning of the project the required dimensions for any equipment increases by a maximum of 10 % compared to the basic data indicated in the Bidding Document.

#### **Article 8: Packing and registration**

The supplier should pack the material according to the international standards of exportation to ensure an efficient protection against damages during the transport by road and sea and/or air transport. The cases or containers should be marked:

RBS  
B.P. 7099 KIGALI / RWANDA  
CONTRACT N°  
PACKAGE N°

### **Article 9: Amount of the contract**

The total amount of the contract is ..... (CIP MAGERWA KIGALI).

### **Article 10: Delivery and Documents**

#### **For Goods supplied from abroad:**

##### *Sample provision (CIP terms)*

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and **3** copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and **3** copies of non-negotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) certificate of quality conformity, issued by the manufacturers; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

#### **For Goods from within the Purchaser's country:**

##### *Sample Provision (EXW term)*

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) conformity certificate issued by the manufacturer
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

## **Article 11: Form and clauses of payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

### ***A. Payment for Goods supplied from abroad:***

Payment of foreign currency portion shall be made in (\_\_\_\_\_) [*currency of the Contract Price*] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in article 10 (a).
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in \_\_\_\_\_ [*currency*] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

### ***B. Payment for Goods and Services supplied from within the Purchaser's country:***

Payment for Goods and Services supplied from within the Purchaser's country shall be made in \_\_\_\_\_ [*currency*], as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the following documents specified in article 10 (b).
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

In case the supplier fails (e.g.: non conformity of the material) the payment will be suspended until the problem is resolved.

All the expenses regarding the opening of the documentary credit will be at the charge of RBS.

All the expenses out of the Republic of Rwanda will be at the charge of supplier.

#### **CLAUSE 12: Warranty of Goods**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within 30 days following notification and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) within 30 days following notification, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **CLAUSE 13: Insurance**

The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

The Insurance shall be in an amount equal to 110 per cent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

#### **Article 14: Late delivery penalties**

Without prejudice that the mentioned late delivery is not attributable to the purchaser, in case of delivery delay of the material compared to the period contractually agreed; the purchaser will have rights to apply a late delivery penalty equal to 1/1000 of the total cost of order which is the subject of the delay per day during the late delivery time; and this without summons. After 10%, the contract will be cancelled.

### **Article 15: Termination of contract**

In case of any non respect of the contractual clause, the purchaser owns the right to terminate the contract after a simple and unique formal notice of fifteen (15) working days. The supplier is engaged to entirely refund all the expenses done by the purchaser. This clause can be applied at any time within the present contract execution. In case of major force, however, the supplier has to notify it to the purchaser within forty hours.

### **Article 16: Force majeure**

In case of a *force majeure* event or of the independent circumstances of the supplier's willingness or the purchaser standing in the way of disturbing the execution of the obligations originated from the contract'; the execution periods of those obligations will be prolonged of the time of the mentioned events and will have to be spontaneously executed starting from their suspension.

In writing the supplier will warn the purchaser or vice versa within the 72 hours of the event occurrence and will inform him the date of the suspension the mentioned event.

If after the *force majeure* event, the contract execution becomes impossible within a period of six (6), months running. Each party will have the right to terminate the present contract by the simple written notification without demanding the termination at tribunal.

For further details concerning this article, "force majeure" means an event beyond the control of the Supplier or the Purchaser and not involving the Supplier's fault or negligence. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

### **Article 17: Corrupt and fraudulent practices**

The parties ensure that they will not be engaged in corrupt and fraudulent practices in executing the contract.

### **Article 18: Settlements of disputes**

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The rules of procedure for arbitration proceedings shall be as follows:

**(a) Contract with foreign Supplier:**

*If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

*If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:*

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

**(b) Contracts with Supplier who is a national of the Purchaser’s country:**

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country.

**Article 19: Governing Language:**

The Governing Language shall be: English or French

**Article 20: Applicable Law:**

The Applicable Law shall be: Rwandan Law

**Article 21: Notices:**

Purchaser’s address for notice purposes: RWANDA BUREAU OF STANDARDS, P.O. Box 7099 KIGALI, Tel. 250 586103.

Supplier’s address for notice purposes: \_\_\_\_\_

**Article 22: Effectiveness**

The contract comes into force when all concerned parties have signed it and after handing over of a performance security of 10% of the contract value and of a minimum value of.....days.

Done in Kigali, ... /.../2007

**For the supplier**

**For the Purchaser**

**Dr. Anastase KIMONYO  
Acting Director General**