CENTRAL CORRIDOR
TRANSIT TRANSPORT FACILITATION AGENCY

INVITATION FOR TENDERS

FOR

SUPPLY, DELIVERY AND COMMISSIONING SEARCH AND RESCUE BOAT

TENDER NO. CCTTFA/PRL/00010

May, 2026.

Specific Procurement Notice

Invitation to Tender Timetable

Activity	Date
Advertisement to tender	2nd May 2026
Pre bid meeting	11th May 2026 at 11.00 ***hrs.*** (GMT+2)(virtual)
Question from Supplier due date	21st May 2026
Last date on which clarifications are issued by CCTTFA & MINIFRA	23rd May 2026
Deadline for submission of Bids	1st June 2026
Bid Opening date	1st June 2026 at ***14:00 hrs.*** (GMT+2)
Notification of award to the successful tenderer	11th June 2026
Contract start	20th June 2026

Invitation for Bids [IFB]

Goods

IFB Number : CCTTFA/PRL/00010
Purchaser : Central Corridor Transit Transport Facilitation Agency
Contract title : Supply ,Delivery and Commissioning of search and rescue Boat.
Delivery Country: Rwanda
Procurement Method: International Competitive Bidding (ICB)
Issued on : 2nd May **2026**

1. The Central Corridor Transit Transport Facilitation Agency (CCTTFA) is an Intergovernmental Organization established in 2006 through an Agreement by the governments of the Republic of Burundi, the Democratic Republic of Congo (DRC), the Republic of Malawi, the Republic of Rwanda, the United Republic of Tanzania, the Republic of Uganda and the Republic of Zambia. With the expanded geography, its mandate now covers the Central Corridor and the Southern Corridor with the main objective of facilitating trade and transport among member countries.
2. The Central Corridor Transit Transport Facilitation Agency (CCTTFA), on behalf of the Ministry of Infrastructure the Republic of Rwanda invites bids from qualified firms to supply and commission of the search and rescue boat to Rubavu port, Rubavu District, Western Province, Rwanda.
3. Bidding will be conducted through the International Open Competitive Bidding (IOCB) method as per Central Corridor Transit Transportation Facilitation Agency (CCTTFA) Procurement manuals.
4. Interested eligible Bidders may obtain further information from the CCTTFA website https://centralcorridor-ttfa.org/tenders-2/ or MININFRA website at https://www.mininfra.gov.rw/updates/news .
5. All tenders shall be submitted electronically via email to **ccttfa.tender@mininfra.gov.rw**, with a copy to **procurement@centralcorridor-ttfa.org**.Tenders will be opened promptly thereafter virtually in the presence of Tenderers' representatives who choose to attend.
6. The pre bid meeting will be conducted virtually on 11th May 2026 at 11.00am, the link will be uploaded on **CCTTFA Website and MININFRA Website.**
7. All tenders must be accompanied by a Tender Security of **USD** 25,000.
8. Late Tenders, portion of Tenders, Tenders not received and not opened and not read out in public at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

Executive Secretary
Central Corridor Transit Transport Facilitation Agency
Plot 84 Kinondoni, Road Acacia Estate, 2nd Floor Office No. 202 & 207,
P.o.box 2372,Dar es salaam, Tanzania.

Standard Bidding Document

Standard Bidding Document

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Part 1: Bidding Procedures

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Section I. Instructions to Bidders

General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice, Invitation for Bids (IFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as **specified in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of items, lots or combination of lots (packages) of this IFB are **specified in the BDS.** This procurement is strictly for the supply, delivery and commissioning of a fully manufactured Search and Rescue Boat. Custom design and building proposals shall not be permitted and shall be considered non-responsive.

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Purchaser. It excludes the Purchaser's official public holidays.

(d) The term Procurement Entity (PE) means the Central Corridor Transit Transport Facilitation Agency (CCTTFA)

2. Source of Funds

2.1 Central Corridor Transit Transport Facilitation Agency (CCTTFA) has set aside funds for the operation during the Financial Year indicated in the BDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the BDS

2.2 Payments will be made directly by CCTTFA as specified in the **BDS** for each order and will be subject in all respects to the terms and conditions of the resulting contract.

3. Eligible Bidders

3.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 3.6, or any combination of such entities in the form of a joint venture, consortium, or association (JVCA) hereinafter called JV, under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, consortium, or association (JV): a) Unless otherwise **specified in the BDS**, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the

Contract terms; b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution; c) The maximum number of members proposed in a JV shall not exceed the number **specified in the BDS**, or the number derived from the percentage specified under ITB 3.1 (d), whichever is smaller unless both are equal, in which case anyone shall apply; and d) Participation by value of the contract as share of each of the JV partner (member) shall not be less than the percentage **specified in the BDS**. In case of any inconsistency between ITB 3.1 c) and ITB 3.1 d) that both cannot be applied simultaneously, the latter shall prevail.

3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

3.2.1 directly or indirectly controls, is controlled by or is under common control with another Bidder; or

3.2.2 receives or has received any direct or indirect subsidy from another Bidder; or

3.2.3 has the same legal representative as another Bidder; or

3.2.4 has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

3.2.5 or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, or works if any, that are the subject of the Bid; or

3.2.6 or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or

3.2.7 would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

3.2.8 has a close business or family relationship with a professional staff of the MININFRA (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procurement Entity throughout the Bidding process and execution of the Contract.

3.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the

disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

3.4 Bidders that are state-owned enterprises or institutions in the Receiver Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the CCTTFA that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Purchaser.

3.5 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.

3.6 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Receiver country prohibits commercial relations with that country, provided that the CCTTFA is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

3.7 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

3.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

3.9 A firm that is under a sanction of debarment by the CCTTFA from being awarded a contract is eligible to participate in this procurement, unless the CCTTFA, at the recipient request, is satisfied that the debarment.

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services.

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

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

4.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

Contents of the Bidding Document

5. Sections of Bidding Document

5.5 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

5.6 The Specific Procurement Notice, Invitation for Bids (IFB), issued by the Purchaser is not part of this bidding document.

5.7 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

5.8 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

6. Clarification of Bidding Document

6.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received 7 days prior to the deadline for submission of Bids within a period **specified in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 7.3, including a description of the inquiry but without identifying its source.

If so, **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 7 and ITB 22.2.

7. Amendment of Bidding Document

7.5 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

7.6 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

7.7 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 20.2.

Preparation of Bids

8. Cost of Bidding

a. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

9. Language of Bid

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

10. Documents Comprising the Bid

10.1 The Bid shall comprise the following including all forms specified under Section IV, duly completed by the Bidder:

(a) **Letter of Bid** prepared in accordance with ITB 11;

(b) **Price Schedules**: completed in accordance with ITB 11 and ITB 13;

(c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 17.1;

(d) **Technical Bid-Base Bid;**

(e) **Commercial Terms and Conditions**

(f) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 18.3;

(g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(h) **Bidder's Eligibility**: documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility to bid;

(i) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 15, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(j) **Conformity**: documentary evidence in accordance with **ITB 16** and ITB 30, and in support of above sub-paragraphs (d) and (e) of ITB 10.1 as necessary to establish that the Goods and Related Services, and Terms and Conditions of the Bid conform to requirements and provisions of the bidding document;

(k) **Manufacture's Authorization** in accordance with ITB 15.2 (1); and

(l) any other document required **in the BDS.**

10.2 In addition to the requirements under ITB 10.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

11. Letter of Bid and Price Schedules

11.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

12.1 Alternative bids shall not be permitted and shall not be considered during evaluation. Any alternative bid submitted shall be rejected as non-responsive.

13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Letter of Bid in accordance with ITB 11.1 shall be the total price of the Bid, excluding any discounts offered.

13.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 11.1, ITB 13.6 and 13.7.

13.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS.** A Bid submitted with an adjustable price basis shall be treated as nonresponsive and shall be rejected, pursuant to ITB 28 . However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 In accordance with ITB 1.1, Bids are being invited for individual items, individual lots (contracts) or for any combination of lots (packages) as specified in **BDS.** Unless otherwise **specified in the BDS,** prices quoted shall correspond to 100% of the quantity for each individual item (of bids invited for individual items), 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot (of bids invited for individual lots and combination of lots). Bidders wishing to offer discounts for the award of more than one individual item (of bids invited for individual items), for award of more than one lot (of bids invited for individual lots or combination of lots) shall specify in their Bid the price reductions, as applicable, to each item, to each individual lot, and to the combination of lots (package), as applicable or alternatively, to individual Contracts within the package provided in all cases how discounts will be applied to individual items is made clear. Discounts shall be submitted in accordance with ITB 13.4 and 13.6 with due regards to consequences of unclear or ambiguous discounts as per ITB 13.7 provided the Bids for all lots (contracts) are opened at the same time.

13.7 Discounts offered shall be clear and without any vagueness or ambiguity as no clarification shall be requested or permitted on this account after Bid submission. The Purchaser's decision on discounts will be based on the contents of the Bid itself, without recourse to any extrinsic evidence. If in the Purchaser's opinion, which will be final, a discount offered in the bid: (i) is seriously unclear, ambiguous or vaguely presented to such extent that it cannot be either interpreted or applied with reasonable accuracy, the Bid shall be rejected; (ii) has a minor discrepancy or unclarity which could be interpreted reasonably, the Purchaser in this case may decide to apply the discount as it deems reasonable and appropriate resulting in the lowest evaluated cost to the Purchaser. If the Bidder does not accept the Purchaser's decision based on any of the above, the Bid shall be rejected.

13.8 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as **specified in the BDS.**

13.9 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms as mentioned under (a), (b), (c) and (d) below. For a specific item of Goods only one Price Schedule shall be used as per applicable classification of that item i.e. whether the item is manufactured and offered within the Receiver's country or to be imported pursuant to the award of contract or previously imported. No changes in the offered Price Schedule or classification shall be permitted after bid opening. Failure to follow these instructions may result in rejection of bids. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered e.g. instead of

taking delivery at the final destination, the delivery may be taken at ex-works or at the destination Prices shall be entered in Price Schedules accordingly and in the following manner:

(a) For Goods manufactured in the Receiver's Country:

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

(ii) any Receiver's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

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

(b) For Goods manufactured outside the Receiver's Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Receiver's Country, as **specified in the BDS.** If "final destination" is the same as "destination" then CIP price under columns 6 and 7 of the Price Schedule form applicable for Goods to be imported shall be quoted for named place of final destination**;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.** If named place of "final destination" is the same as "destination" then cost under (b) (ii) shall not be indicated under column 8 of the Price Schedule form applicable for Goods to be imported and will state "Not Applicable". But instead, CIP final destination price quoted as per (b) (i) above shall include such costs**;**

(c) For Goods manufactured outside the Receiver's Country, already imported:

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

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

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

(iv) any Receiver's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

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

(d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Bid and Payment

14.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the United State Dollars (USD) currency**.**

14.2 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

14.3 To establish the eligibility of the Goods and Related Services in accordance with ITB 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

14.4 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

14.5 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

14.6 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Receiver.

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

15. Documents Establishing the Eligibility and Qualifications of the Bidder and Conformity of the Goods and Related Services

15.1 To establish Bidder's eligibility in accordance with ITB 3, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

15.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

15.2.1 that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly

authorized by the manufacturer or producer of the Goods to supply these Goods in the Receiver's Country;

15.2.2 that, if required **in the BDS**, in case of a Bidder not doing business within the Receiver's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

15.2.3 that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

15.2.4 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

15.2.5 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

15.2.6 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

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

16. Period of Validity of Bids

16.1 Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 20.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 17.3.

16.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS** to reflect any increase in the

cost of inputs over the period starting from the date immediately after expiry of 56 days until the date of award;

(b) in the case of adjustable price contracts, no adjustment shall be made;

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

17 Bid Security

17.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security amount, as **specified in the BDS,** in original form and, in the case of a Bid Security amount**,** in the amount and currency **specified in the BDS.**

17.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

17.3 If a Bid Security amount is specified pursuant to ITB 17.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **specified in the BDS**,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 17.2.

17.4 If a Bid Security in amount or Bid-Securing Declaration is specified pursuant to ITB 17.1, any Bid not accompanied by a substantially responsive Bid Security in amount or Bid-Securing Declaration, whichever is required shall be rejected by the Purchaser as non-responsive.

17.5 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 43.

17.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

17.7 The Bid Security amount may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 42; or

(ii) furnish a Performance Security in accordance with ITB 43.

17.8 The Bid Security amount or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security amount or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 10.2.

17.9 If a Bid Securing Declaration is required **in the BDS**, pursuant to ITB 17.1, and

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 42; or furnish a performance security in accordance with ITB 43;

the Purchaser may execute the Bid-Securing Declaration, as provided for **in the BDS**, and declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

18 Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

18.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

18.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

18.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialized by the person signing the Bid.

Submission and Opening of Bids

19 Electronic submission and formatting of bids

19.1 The Bidder shall submit its Bid electronically via email to: **ccttfa.tender@mininfra.gov.**rw coping **procurement@ccttfa.ttfa.org** in the form of a single email with one attachment compressed (zipped) file.

19.2 **The attached compressed file shall:**

(a) Contain all bid documents in PDF format as specified in ITB 10.1;

(b) Be compressed in WINRAR (.rar) format;

(c) Be encrypted and password-protected to ensure confidentiality and shared during bid opening as per BDS.

19.3 **Each document and the compressed file shall be named as follows:**

(a) Individual PDF documents: TenderNo_BidderName_DocumentName.pdf

(b) Compressed (zipped) file: Tender No_BidderName_SARBoat.rar

(c) Email subject format: Submission of Tender Documents – Tender No_BidderName on SARBoat

19.4 The Bidder shall ensure that the password required to open the encrypted file is communicated to the Purchaser in accordance with the instructions provided in **ITB 20.1**

19.5 Failure to comply with the submission requirements, including but not limited to incorrect file format, encryption, or method of submission, may result in the Bid being rejected.

19.6 Submission of bids through any other means, including but not limited to file-sharing platforms, cloud storage services, or multiple email submissions, shall not be accepted and opened.

20 Deadline for Submission of Bids

20.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.** Bidders shall follow Bid submission procedures **specified in BDS (refer to section about submission and opening)**.

20.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21 Late Bids

21.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 21. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

22 Withdrawal, Substitution, and Modification of Bids

22.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 18 and 19 (except that withdrawal notices do not require copies), and in addition, the respective file shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 20.

22.2 Bids requested to be withdrawn in accordance with ITB 22.1 shall not be considered.

22.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

23 Bid Opening

23.1 Except as in the cases specified in ITB 21 and ITB 22.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend**.**

23.2 First, file for which the purchaser has received the withdrawal notice shall not be opened. But, if the withdrawal notice does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened.

23.3 Next, files marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

23.4 Next, files marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

23.5 Next, all remaining files shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per item, and/or per lot (contract) as applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

23.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation.

23.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 21.1

23.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per item, and/or per lot (contract) as applicable, including any discounts;

(c) any alternative Bids;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

23.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

Evaluation and Comparison of Bids

24 Confidentiality

24.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

24.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

24.3 Notwithstanding ITB 24.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

25 Preliminary Examination of Bids

25.1 Prior to the detailed evaluation, pursuant to ITB 32, the Purchaser will conduct preliminary examination of all bids that have been received by the deadline for bid submission and opened at public bid opening as the first step towards determination of their substantial responsiveness to the bidding document. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 10 without recourse to extrinsic evidence.

25.2 The Purchaser will verify and examine bids to determine whether they are complete, properly signed to bind the bidder, meet eligibility requirements of bidders, goods and services, bidders have no conflict of interest and have provided required bid validity, bid security or bid securing declaration, as required and other essential documents to complete the evaluation, and whether the bids are generally in order. Subject to ITB 26, Bids failing to meet the above requirements shall be rejected and not retained for further review.

26 Clarification of Bids

26.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 30

26.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

27 Deviations, Reservations, and Omissions

27.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

28 Determination of Responsiveness

28.1 Following rejection of Bids if any, pursuant to ITB 26 and ITB 27, as the next step, the remaining Bids will be further reviewed in detail to determine their substantial responsiveness. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.

28.2 Substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

28.3 The Purchaser shall examine the technical aspects of the Bid in accordance with ITB 15, ITB 28, ITB 29, the BDS if applicable, and Section III Evaluation and Qualification Criteria in particular, to confirm that all requirements of Section VII, Schedule of Requirements and technical specifications have been met without any material deviation or reservation, or omission. To this end, in consideration of materiality of any deviations, reservations or omissions, Bids failing to meet the mandatory technical requirements or minimum pass-fail technical criteria or failing to substantially meet any other technical requirements of the biding document will be rejected.

28.4 The Purchaser shall similarly examine the commercial aspects of the bids including any deviations, other than technical specifications, submitted in response to the provisions of the bidding document, to determine if they conform to the terms and conditions of the draft contract and other documents included in the bidding document without any material deviation, reservation or omission, and establishment of materiality in such aspects will similarly risk rejection of the Bids.

28.5 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Purchaser and not subsequently be made responsive by correction of the material deviation, reservation, or omission. All other bids determined substantially responsive will be retained for further evaluation.

29 Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

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

29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, and costs associated, if any, with

non-material deviations, reservations and omissions to the requirements of the bidding documents in the manner **specified in the BDS**.

30 Correction of Arithmetical Errors

30.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

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

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

Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1, shall result in the rejection of the Bid.

31 Margin of Preference

31.1 Unless otherwise **specified in the BDS**, no margin of domestic or regional preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria, and in accordance with the provisions stipulated in the CCTTFA's Procurement Manual.

32 Evaluation of Bids

32.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section iii, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the successful Bid or Bids which has/have been determined to:

(a) be substantially responsive to the bidding document;

(b) offer the lowest evaluated total cost to the Purchaser for all items to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITB 13.6 inviting bid prices and discounts, and provisions made in the Bidding Document for evaluation of bids and award of contract (s); and

(c) be offered by Bidder or Bidders that substantially meet the qualification criteria applicable for Contract or Contracts for which they are selected.

32.2 To evaluate a Bid, the Purchaser shall consider the following factors with respect to the Base Bid in accordance with the criteria and methodology described in Section III—Evaluation and Qualification Criteria:

(a) evaluation will be done for Items or Lots (contracts) or combination of Lots (Packages), as **specified in the BDS;** and the Bid Price as quoted in accordance with ITB 13;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;

(c) price adjustment due to discounts offered in accordance with ITB 11.1, ITB 13.4, ITB 13.6 and ITB 13.7;

(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

(e) the additional evaluation factors **specified in the BDS** if any, and Section III, Evaluation and Qualification Criteria; and

32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

32.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

32.5 The Purchaser's evaluation of a Bid will exclude and not take into account:

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

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

32.6 The Purchaser's evaluation of a Bid may require consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 32.2(f).

33 Comparison of Bids

33.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 32.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of DDP (place of destination)

34 Qualification of the Bidder

34.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder or Bidders that is/are selected for Items, Lots, Packages and/or their combinations as having submitted the lowest evaluated cost and substantially responsive Bid (s) substantially meet the respective minimum qualifying criteria specified in Section III, Evaluation and Qualification Criteria. To this end, the Purchaser will determine for which Items, Lots and Packages, and their combinations, as the case may be, for which Bidder submitted bid, it substantially meets the respective minimum qualification criteria.

34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder or Bidders who offered the substantially responsive Bid (s) with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

34.4 The Purchaser reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the Contract or combination of Contracts.

35 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

35.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

36 Standstill Period

36.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be **seven (7) Days** unless extended in accordance with ITB 44. The Standstill Period starts the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the CCTTFA, the Standstill Period shall not apply.

37 Notification of Intention to Award

37.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

Award of Contract

38 Award Criteria

38.1 Subject to ITB 38 and consistent with determination of successful Bid or Bids as per ITB 32, and unless otherwise **specified in the BDS**:

i) For evaluation based on individual items as per ITB 1.1, 13.6 and 32.2 (a)

The Purchaser shall award the Contract or Contracts to the Selected Bidder or Bidders that have offered bids substantially responsive to the Bidding Document and have been determined successful for one or more items, evaluated bid prices of which shall result in the lowest evaluated cost to the Purchaser for all items combined provided further that the selected Bidder or Bidders substantially meet the required qualifying criteria for item or items for which they are successful.

ii) For evaluation based on Lots or Packages as per ITB 1.1, 13.6 and 32.2 (a) Same as i) above except replace “item” or “items” wherever appearing with “Lot” and “Lots”, or “Package” and Packages” as the case may be.

39 Purchaser’s Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

40 Notification of Award

40.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 36.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

40.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 42.1.

40.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

41 Debriefing by the Purchaser

41.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

41.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within three (3) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until three (3) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than three (3) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

41.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than seven (7) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

41.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

42 Signing of Contract

42.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if **specified in the BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional

information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

42.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within Seven (7) days of its receipt.

42.3 Notwithstanding ITB 42.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

43 Performance Security

43.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 17, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder or Bidders offering the next Lowest Evaluated Cost to the Purchaser as per the bid Evaluation and award criteria.

44 Procurement Related Complaint

44.1 The procedures for making a Procurement-related Complaint are as **specified in the BDS**.

Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

<table>
<tr><th>ITB Reference</th><th>A. General</th></tr>
<tr><td>ITB 1.1</td><td>The reference number of the Invitation for Bids (IFB) is: CCTTFA/PRL/00010
The Purchaser is: Central Corridor Transit Transport Facilitation Agency (CCTTFA)
The name of the IFB is: Supply, delivery and Commissioning of search and rescue boat
Open International Competitive bidding (OICB)
The number and identification of items, lots or combination of lots (packages)comprising this IFB is:
<table>
<tr><th>Lot</th><th>Description</th><th>Delivery place</th><th>Quantity</th></tr>
<tr><td>1.</td><td>Supply and Commissioning of Search and Rescue Boat</td><td>Rubavu port, Rubavu District, Western Province, Rwanda</td><td>1</td></tr>
</table></td></tr>
<tr><td>ITB 1.2(a)</td><td>Submission modality: Electronic</td></tr>
<tr><td>ITB 2.1</td><td>The Purchaser is: Central Corridor Transit Transport Facilitation Agency (CCTTFA)
The Receiver is: Republic of Rwanda through The Ministry of Infrastructure (MININFRA)</td></tr>
<tr><td>ITB 3.1 (a)</td><td>The individuals or firms in a joint venture, consortium or association “shall be” jointly and severally liable.
The firms in a Joint Venture, Consortium or Association (JV) shall be jointly and severally liable.</td></tr>
<tr><td>ITB 3.1 (c)</td><td>Maximum number of members in the Joint Venture, Consortium or Association (JV) shall be: Two firms</td></tr>
</table>

ITB 3.1 (d)	Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall not be less than 25% percent of the total value of the contract.
	B. Contents of Bidding Document
ITB 6.1	For **Clarification of Bid purposes**, Any request for clarification regarding this bidding document shall be submitted in writing via email to **ccttfa.tender@mininfra.gov.rw**, with a copy to **procurement@ccttfa.ttfa.org**. All correspondence shall be addressed to: The Executive Secretary, Central Corridor Transit Transport Facilitation Agency, P.o.box 2372,Dar es salaam, Tanzania Requests for clarification should be received by the Purchaser not later than: 10days before the deadline for submission of the tender and the Purchaser shall respond to all response within two days by uploading them on CCTTFA Website and MINIFRA Website.
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: **English** All correspondence exchange shall be in **English languages**
ITB 10.1 (m)	The Bidder shall submit the following additional documents in its Bid: a) Form of Tender and a Price Schedule completed in accordance with ITTs 12 and 14; (All Prices shall be quoted in DDP-INCOTERMS 2020) b) Documentary evidence established in accordance with ITT 15 that the tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted. c) Duly filled and signed Manufacturers' Authorization letter in accordance with ITT 15.2(1) d) Tender Security to be furnished in accordance with ITT 17 (1) e) Duly Notarized Power Attorney authorizing signatory of the Tender. **The name and position held by each person signing the authorization must be typed or printed below the signature.** f) Bidder information forms in the format provided for under section IV.
ITB 12.1	Alternative Bids ***shall not be*** considered.
ITB 13.5	The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract.

ITB 13.6	Consistent with ITB 1.1 Only one lot is open for bidders
ITB 13.6	Prices quoted be correspond to One Hundred (100%) percent of the quantities specified.
ITB 13.8	The Incoterms edition is: **DDP – INCOTERMS 2020**
ITB 13.9 (b)(i)	Place of destination: Rwanda
ITB 13.9 (a)(iii), (b)(ii) and (c)(v)	Final Destination : **Rubavu Port in Rubavu District, Western Province, Rwanda**
ITB 15	Period of time the Goods are expected to be functioning **is at least *twenty (20) years* of years of operation.** **Note:** Bidder shall also furnish a list giving full, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods.
ITB 15.2 (a)	Manufacturer's authorization is: **Required for a Supplier who is not the manufacture.** **The Manufacturer Authorization (MAF) should be issued in the format provided in section IX of this tendering document. Please note that, if the tenderer is the manufacturer himself, must state so in his/her tender document and should provide proof regarding factory establishment, location and experience otherwise the tender shall be rejected as non-responsive**
ITB 15.2 (b)	Representation by an Agent for after sales service is: ***required.*** ***Note:*** For bidders not doing business within the Receiver's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications
ITB 16.1	The Bid validity period shall be : **one hundred twenty (120) days from the bid opening date.**
ITB 16.3 (a)	The Bid price shall be adjusted by the following factor(s): **Not Applicable**
ITB 17.1	The amount and currency of the Bid Security shall be**: USD 25,000** in the form of Unconditional Bank Guarantee from a reputable bank. Note: The Bid security shall be in the form of Unconditional Bank Guarantee only and shall be delivered with the tender.
ITB 17.3 (d)	Other types of acceptable securities: **Not Applicable**

ITB 18.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) A Notarized Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution."
	D. Submission and Opening of Bids
ITB 20.1	**Bid submission** By email to: ccttfa.tender@mininfra.gov.rw and Copy procurement@centralcorridor-ttfa.org . **Address to:** Executive Secretary, Central Corridor Transit Transport Facilitation Agency, P.o.box 2372, Dar es salaam, Tanzania. The bidders must encrypt their proposals with password which will be shared on the opening day between **13.00 hrs to 14.00hrs** (GMT+2). **The deadline for Bid submission is:** Date: **1st June 2026** Time: ***14:00 hrs*** (GMT+2) **Bids *shall be submitted electronically only.***
ITB 23.1	The Bid opening shall take place at: Ministry of Infrastructure (MININFRA), Kimihurura, KG 1 Roundabout, P. O. Box 24, Kigali, Rwanda. **Opening bid is:** Date: **1st June 2026** Time: ***14:15 hrs*** (GMT+2) ***Link will be shared for bidder who choose to attend.***
	E. Evaluation and Comparison of Bids

ITB 32.1	The currency that shall be used for Bid evaluation and comparison purposes is: ***UNITED STATE DOLLARS***
ITB 31.1	A margin of domestic preference **shall not** apply. A margin of regional preference **shall not** apply If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITB 35.2(a)	Evaluation shall be done *consistent with ITB 1.1 and ITB14.6]*
ITB 32.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: **(a)** Deviation in Delivery schedule: ***Not Applicable*** **(b)** Deviation in payment schedule: ***Not Applicable*** **(c)** The cost of major replacement component, mandatory spare parts, and service: **Not Applicable.** **(d)** The availability in the Receiver's Country of spare parts and after-sales services for the equipment offered in the Bid: ***Yes as per methodology and criteria in Section III, 2.1 (c).*** **(e)** Life cycle costs: the costs during the life of the goods or equipment: ***No.*** **(f)** The performance and productivity of the equipment offered**:** ***No.*** **(g)** The performance and productivity of the equipment offered: ***Yes.*** The Boat shall be in-performance (operational for a minimum period of five years)
F. Award of Contract	
ITB 44.1	If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures to the Purchaser, in writing (by the quickest means available, such as by email in accordance with the following: **For the attention**: *Executive Secretary,*

	Purchaser: *Central Corridor Transit Transport Facilitation Agency (CCTTFA)* **Email address**: *ccttfa.tender@mininfra.gov.rw Cc: ttfa@centralcorridor-ttfa.org*

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document. Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For annual turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

- Value of single contract - Exchange rate prevailing on the date of the contract.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other 3.2Tacceptable wording, and delete the text in italics]

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I. Successful Bid or Bids

The Purchaser shall apply the criteria and methodologies listed in this Section to evaluate Bids and determine the successful Bid or Bids which has/have been determined to:

(a) be substantially responsive to the bidding document.

(b) offer the lowest evaluated total cost to the Purchaser for all items to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITB 14.6 inviting bid prices and discounts, and provisions made in the Bidding Document for evaluation of bids and award of contract (s); and

(c) be offered by Bidder or Bidders that substantially meet the qualification criteria applicable for Contract or Contracts for which they are selected.

(d) The evaluation shall be conducted on the basis of comparable bids for the supply of standard manufactured Search and Rescue Boats. Bids proposing fundamentally different technical approaches, including custom design or build solutions, shall be considered non-responsive

1. PRELIMINARY EVALUATION

I. Preliminary Examination (PASS/FAIL)

This section covers the evaluation of administrative completeness, eligibility, and formal commercial document requirements. Failure to submit any of this document will automatically fail to proceed on the next stage)

1. Form of Tender and Price Schedule: Completed of bid document in accordance with ITT 13 and 14, with all prices quoted in DDP-INCOTERMS 2020.

2. Proof of Registration: Registration with the relevant body as a Marine Contractor and/or Shipbuilder/ship repair company.

3. Manufacturer's Authorization: A duly filled and signed Manufacturer's Authorization letter (in accordance with ITT 15.2(a)).

4. Tender Security: Furnished in accordance with ITT 17(1).

5. Power of Attorney: A duly Notarized Power of Attorney authorizing the signatory of the Tender. The name and position held must be typed or printed below the signature.

6. History of Non-Performance & Litigation

- Non-Performance: Demonstration that non-performance of a contract did not occur as a result of the default of the Bidder (or Manufacturer) since 1st January 2021. as per form CON-2.
- Litigation History: No consistent history of court/arbitral award decisions against the Bidder (and Manufacturer/JV members) since 1st January 2021 as per form CON-2.

2. TECHNICAL AND COMMECIAL CONDTION (Pass/Fail Basis)

*The technical evaluation shall be conducted on a **pass/fail** basis. Only bids that meet all mandatory technical requirements as specified in Section VII shall be considered technically responsive. Any deviation from mandatory specifications shall result in rejection of the bid.*

A. Experience and Technical Capacity

i. Manufacturing History: The Bidder (if a manufacturer) shall be manufacturing similar goods since January 2021.Bidder should provide a Successful completion of at least three (3) contracts of similar goods since January 2021, involving the total supply of at least three (3) Boats.

ii. Specific Project Experience: List of at least three previous performed projects of similar nature totalling a value not less than USD 2,000,000.00, demonstrating relevant experience in ship building.

iii. Non-Manufacturer Requirement: If the Bidder is not a manufacturer, the Manufacturer must meet the manufacturing experience, and the Bidder must demonstrate successful completion of at least three (3) contracts of similar goods since Jan 1, 2021.

B. Financial Capability

i. Audited Financial Statements: Submission of audited financial statements for three years (2022, 2023, 202) demonstrating sound financial position. if not required by the laws of the Tenderer‘s country, other financial statements acceptable to the Purchaser

- **Current Ratio**: Minimum Current Ratio (Current Asset/Current Liabilities) must be equal to 1 or above.
- **Working Capital**: Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)] must be equal to 1
-

ii. Average Annual Turnover: Minimum average annual financial turnover of 2 times the total bid price (calculated as certified payments received since Jan 1, 2021, divided by 3 years).

iii. Access to Financial Resources (Sources of Fund): Tenderers are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements). Average fund amount from all sources USD 200,000

C. Technical Compliance & Specifications

i. Substantial Responsiveness: The Technical Bid must demonstrate compliance with the Purchaser's requirements under Section VII 'Schedule of Requirement' and be substantially responsive to the Technical Specifications.

ii. Delivery Schedule- Delivery Period Tenderers are required to comply with delivery period specified on tender documents (Maximum of 15 months)

3. FINANCIAL EVALUATION

Only bids that are determined to be technically responsive shall proceed to financial evaluation. The contract shall be awarded to the bidder with the lowest evaluated cost among the technically compliant bids.

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Letter of Bid

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
OCBI / LCB No.: [*insert number of bidding process as per procurement plan*]
Invitation for Bid No.: [*insert same IFB No. as advertised*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of Purchaser*]**

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility-of Bidder**: We including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Eligibility of Goods and Related Services:** We meet the eligibility requirements for Goods and Related Services in accordance with ITB 5;

(d) **Bid-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;

(e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(f) **Bid Price**: The total price of our Bid, excluding any discounts offered in paragraph (g) below is:

Procurement of items in one or several Lots---Lot-wise- each lot containing one or more items:

(a) Total bid price of each lot in words and figures, indicating lot number and total amounts of respective currencies in which bid prices for that lot have been submitted and payment requested:

(b) Grand Total Bid Price of all Bid lots in respective currencies. Use the folloing format.

Lot No.	Total Price of each lot in quoted currency (ies) in words and figure
1; 2; etc.	

Grand Total Bid Price of all Bid lots: Currency A-----; Currency B--------, etc. in words and figures
Or

(g) **Discounts**: The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price of each item, and in case of multiple lots or multiple packages, net price of each item, each lot and each package as applicable, after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts and ensure clarity, unambiguity, etc. in accordance with ITB 14.7*];

(h) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(j) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity];*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(m) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(n) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive; and

(o) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed [*insert date of signing]* **day of** *[insert month], [insert year]*

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture (JV) as Bidder or names of all members (partners) of JV and sign on behalf of the JV and not on behalf of only one member that has been given power of attorney.

** Person signing the Bid shall have the power of attorney given by the Bidder. If the Bidder is a JV the power of attorney shall be given by the JV or by all members of the JV. The power of attorney shall be attached with the Bid Schedules.

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms for the Base-Bid in accordance with the instructions indicated. The list of line items in column 1 of the ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements. For Alternative Bid, if permitted, use same set of Price Schedules by identifying and differentiating them as Alternative Price Schedule from the Base-Bid]*

Price Schedule: Goods Manufactured Outside the Receiver's Country, to be Imported

				(Group C Bids, goods to be imported) Currencies in accordance with ITB 15			Date: _____ OCBI / LCB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination] as specified in BDS* in accordance with ITB 14.9(b)(i) [Include herein the cost applicable under column 8 if the destination is the same as final destination and indicate under column 6 "Unit price CIP final destination"]	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in BDS in accordance with ITB 14.9 (b) (ii) [This column is not applicable if destination as per column 6 under ITB 14.9 (b) (i) and final destination as per ITB 14.9 (b) (ii) is the same]	Total Price per Line item (Col. 7+8)
[insert number of the item]	*[insert name of Good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							Total Price	

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

Price Schedule: Goods Manufactured Outside the Receiver's Country, already imported*

			(Group C Bids, Goods already imported) Currencies in accordance with ITB 15						Date: _____ OCBI / LCB No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10	11	12 ***
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.9(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.9(c)(ii), [to be supported by documents] **	Unit Price net of custom duties and import taxes, in accordance with ITB 14.9 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.9(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.9 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.9(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's Country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
										Total Bid Price	

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

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

** *i) No Supporting documents for customs duties and import taxes already paid or to be paid shall be accepted unless such documents establish beyond any reasonable doubt the actual amounts of customs duties and import taxes actually paid by the Bidder for each item for which the Bid is submitted and amount shown in the documents tally with the amounts indicted in the price schedule under column 7 of the Bid. Similarly, for amount yet to be paid, the Bidder shall provide documents from concerned governmental authorities indicating amounts of such duties and taxes to be paid for each item of the Bid. A Bid submitted with supporting documents not in conformance with the above requirement shall be rejected. To this end any falsified information on payment of such duties and taxes or falsification of document in support to derive unjustified benefit shall be treated seriously in accordance with CCTTFA Procurement manuals.*

ii) If the Bidder is unable to submit supporting evidence for past or future payment of customs duties and import taxes in accordance with requirements under i) above, for justified reasons, such Bid may not be rejected unless the Bidder does not accept the following procedure for the purpose of comparison and evaluation of its bid which disallows the benefit that would have otherwise accrued to the Bidder for payment of customs duties and taxes in comparison of bids had it not failed to submit the supporting documents. Accordingly, for the purpose of evaluation, the amount of customs duties and import taxes whether indicated under column 7 of the price schedule or not will be treated as "0" "Zero" and the price per line item under column 9 will be calculated as: [5x6] and total price per line item under column 12 will be calculated as: [5x 6 + 10]. If the Bidder is successful on this basis it will be selected for award and contract amount will be = [5x6+ 10+11]. If the Bidder does not accept the above approach for evaluation, the Bid shall be rejected.

*** *[Total contract amount will be [7+11+12] [In case of Bid at (ii) above all calculations shall be based on value of 7 as "0" "Zero"]*

Price Schedule: Goods Manufactured in the Receiver's Country

Purchaser's Country _____				(Group A and B Bids) Currencies in accordance with ITB 15				Date: _____ OCBI / LCB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.9(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
								Total Price	

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

Price and Completion Schedule - Related Services

	Currencies in accordance with ITB 15				Date: _____ OCBI / LCB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country 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)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Bid Price		

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

Bidder Information Form -Form ELI-1.1

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

Date: *[insert date (as day, month and year) of Bid submission*]
OCBI / LCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
Page _____ of_____ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide*

additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]

Bidder's JV Members Information Form-Form ELI-1.2

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid submission*]
OCBI / LCB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*
Page _____ of_ _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Technical Bid-Base Bid

[Note for information of Bidder: *Bidder shall demonstrate compliance with the Purchaser's requirements and Technical Specifications as described in Section VII of the Bidding Documents. Any departures or deviations from the required Technical Specifications shall be highlighted and if there are none, full compliance shall be confirmed.*

The Bidder shall provide complete information and documentation of technical standards, codes, designs and specifications, of Goods and Related Services offered along with Model number or any other identification number of the manufacturer wherever applicable and in accordance with all requirements mentioned in ITB 15. Bidding document may stipulate a Table, Form, or Template to present Technical designs, specification, characteristics, functional or other guaranteed parameters, the Bidder shall invariably use the same without any changes and ensure that all requested details and supporting documents are provided. Lack or omission or non-confirmation of substantial details, information and documentation for major or essential technical requirements/features may result in rejection of the Bid.

If the details of specifications for the offered Goods in the written text of the Bid differ from the details provided in the supporting literature, drawings or other parts of the document, all such discrepancies shall be explained to the satisfaction of the Purchaser failing which the Purchaser, may reject the Bid, or if deemed appropriate, may consider the information in the written text of the Bid to be valid ignoring details in other parts of the Bid. Failure of the Bidder to confirm this will result in rejection of the Bid.

Bid shall establish conformity with the Purchaser's Specifications and requirements as specified in the Bidding Document along with all supporting documents mentioned in ITB 15. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

Any deviations in the technical standards, codes, designs or specifications or other requirements from those stated in the Bidding Documents shall be explained indicating their impact on the performance requirements, characteristics or parameters of the Goods and Related Services required. To this end, for any such deviations to be acceptable, Bid shall establish substantial responsiveness to the required technical specifications by explaining and documenting for the offered Goods, and Related Services equivalency with or improvement to the required technical standards, codes, designs and Specifications.

Any Major deviation from the Purchaser's requirements shall be the cause for rejection of the Bid. Any deviation which in the Bidder's opinion is considered minor, the Bidder shall provide evidence to this effect including evidence of any

*monetary implications caused by such deviation. The Purchaser's evaluation shall be independent of Bidder's opinion on such matters and shall be final***]**

Commercial Terms and Conditions

[Bidder shall specify any deviations to the provisions of the Bidding Document (other than Technical Specifications) in particular those specified in Part 3 of the Bidding document including General and Special Conditions of Contract. If "None" it shall be confirmed accordingly]

Historical Contract Non-Performance--Pending Litigation--Litigation History Form CON-2

Bidder's Legal Name: _____ Date: _____

JV Member's Legal Name: _____

OCBI / LCB No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation Criteria

☐ Contract non-performance did not occur during the stipulated period, in accordance with Section III, Evaluation Criteria

☐ Contract non-performance during the stipulated period, in accordance with Section III, Evaluation Criteria. List all Non-performed contracts since date specified in the Section III.

Year	**Non-performed portion of contract**	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/number, and any other identification]* Name of Purchaser: *[insert full name]* Address of Purchaser: *[insert street/city/ country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation, in accordance with Section III, Evaluation Criteria

☐ No pending litigation in accordance Section III, Evaluation Criteria

☐ Pending litigation in accordance with Section III, Evaluation Criteria, as indicated below. List all pending litigation contracts.

Year	Brief reasons for litigation	Contract Identification	Total Contract Amount (current value, US$ equivalent)
_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute: Amount in dispute	_____
_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute: Amount in dispute:	_____

Form CON-2 Continued

Litigation History in accordance with Section III—List all contracts since the date specified in Section III indicating:			
Year	Brief reasons for litigation	Contract Identification Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute: Amount in dispute Court or Arbitral award decision:	Total Contract Amount (current value, US$ equivalent)

Financial Situation

Form FIN – 3.1

Historical Financial Performance
Bidder's Legal Name: _____ Date: _____
JV Member's Legal Name: _____ *OCBI / LCB* No.: _____ Page _____ of _____ pages
To be completed by the Bidder and, if *JV*, by each member

Financial information in US$ equivalent	Historic information for previous _____ (__) years (US$ equivalent in 000s)						
	Year 1	**Year 2**	**Year 3**	**Year …**	**Year n**	**Avg.**	**Avg. Ratio**
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

(a) Must reflect the financial situation of the Bidder or partner to a *JVCA*, and not sister or parent companies;
(b) Historic financial statements must be audited by a certified accountant;
(c) Historic financial statements must be complete, including all notes to the financial statements;

(d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Average Annual Turnover

Form FIN – 3.2

Bidder's Legal Name: _____ Date: _____

JV Member Legal Name: _____ *OCBI / LCB No.*: _____

Page _____ of _____ pages

To be completed by the Bidder and, if *JV*, by each member

Annual turnover data		
Year	Amount and Currency	US$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for supply in progress or completed, divided by the number of years as per Section III, Evaluation Criteria.

Experience—Form Exp-1

Bidder's Legal Name: _____
Manufacturer's Legal name: _____ Date: _____
JV 's Legal Name: _____ OCBI / LCB No.: _____
Page _____ of _____ pages

If Bidder is JV specify only those contracts that were performed by the same JV

Complete all information requested below that are required to assess Bidder's qualifications as per post qualification criteria specified under Section III

To be completed by Bidder, Bidder and Manufacturer if Bidder is not the Manufacturer, and by JV if JV is the Bidder

Similar Contract Number: ___ of ___ required.	**Information**	
Contract Identification	_____	
Award date Completion date	_____ _____	
Role in Contract		
Total contract amount	_____	US$_____
Purchaser's Name:	_____	
Address: Telephone/fax number: E-mail:	_____ _____	

Similar Contract Number: ___ of ___ required.	**Information**
Description of Goods	
Quantity of Goods supplied under this contract	
Quantity of Goods supplied under all other contracts since the date indicated in Section III-Provide similar separate details as for this contract for all such other contracts	
Form Exp-1 continued	
First date of manufacturing similar goods as offered in the bid	
Period of Successful use/operation – Number of Years	
Installed manufacturing capacity—Number of units per month of item (s) specified in section III	
Demonstrated proven capacity to supply since the date and for Item (s) specified in Section III	

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*
IFB No.: *[Purchaser to insert same IFB No as advertised]*
Alternative No.*: [Insert identification No if this is a Bid for an alternative]*
***OCBI / LCB No**: [Purchaser to insert same OCBI number as in procurement plan]*
Date: *[Insert date of issue]*
Bid Guarantee No.: *[Insert guarantee reference number]*
Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ _ (“the IFB”) and Open Competitive Bidding (International) No---------- (“ the OCBI”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant to issue this guarantee, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the

performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

Date: *[date (as day, month and year)]*
IFB No.----------
OCBI / LCB No.: *[number as in procurement plan].*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Oblige (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*[1] *[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 or will submit a written Bid to the Purchaser dated the ___ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

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 effect up to and including the date 28 days after the date of expiration of the Bid Validity

[1] 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.

Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

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)*

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*
OCBI / LCB No.: *[number as in procurement plan]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years consistent with BDS 19.9],* if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid or any extension thereto provided by us; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

The start date of suspension shall be the first date we perform any of the actions mentioned in paragraphs (a) and (b) above. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**
_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of
_____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid submission]*
OCBI / LCB No.: *[insert number as in procurement plan]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Part 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule 77

2. List of Related Services and Completion Schedule 78

3. Technical Specifications 79

4. Drawings 98

5. Inspections and Tests 99

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule. This procurement is strictly for the supply, delivery and commissioning of a fully manufactured Search and Rescue Boat. Custom design and build proposals shall not be permitted and shall be considered non-responsive

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 39.1.

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

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
						Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the Bidder*]
1	Supply and Commissioning of Search and Rescue Boat	1	1	Rubavu District, Western Province, Rwanda		15 months from effective date of commencement of contract	

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Supply and Commissioning of Search and Rescue Boat	1	1	Rwanda	15 months from effective date of commencement of contract

3. Technical Specifications

SUPPLY AND COMMISSIONING OF SEARCH AND RESCUE BOAT

S/No (A)	Technical Specification required including applicable standards (B)		Compliance of specification offered (C)	Technical literature on specification offered in column c	Reason for *non-compliance.*
	ITEM	TECHNICAL REQUIREMENTS			
1.	General Requirements	• a. The search and rescue Boat must be a high-speed, seaworthy, and durable vessel designed for emergency medical evacuations within inland and lagoon areas • b. Construction: Seawater-resistant aluminum (5083 plates, 6061 profiles), minimum thickness 4mm. • c. Certification: CE-certified vessel with hygienic, easy-to clean aluminum interior surfaces. • d. Speed: 45 knots at full load; cruising speed: >35 knots with endurance of >5 hours at half load. • e. Seating Capacity: 06 patients on stretchers, 02 medical crewmembers, 01 technician, 01 captain and 01 boat master. • f. Safety Equipment: 05 SOLAS-approved inflatable life jackets, fire extinguishers (foam and CO2), handrails, and non-slip flooring.			
2.	Dimensions and Structural	a. Length: >/=12 meters b. Beam: >/=3.6 meters c. Draft: >/=0.8 meters d. Hull Design: Deep-V hull maneuverability and			

	Components	minimal wave impact. e. Superstructure: Half-open medical area (aluminum roof with canvas side covers) with UV-protected clear non- opening safety glass windows at the front. f. Deck: Flat and slip-resistant protection for collision resistance. g. Watertight Compartments: At least 3 watertight compartments, each equipped with a submersible bilge pump and an additional manual pump for emergency drainage.			
3.	Propulsion and Steering System	a. Engines: Twin outboard engines Yamaha, 2 stroke (2x250HP), with analog engine controls and direct hydraulic steering. b. Fuel System: Loose PVC or PE petrol tanks, approx. 800 liters each, fitted with deck fillers, ventilation system, and fine filtration system. c. Tank Level Monitoring: Digital sensors/gauges at the control station.			
4.	Electrical and Navigation Systems	a. Power Supply:12V AGM Battery Bank (≥440Ah) With Marine-Grade Shore Power Connection and Inverter/Charger (3kva).			
5.	b.Navigation:	(1) 1x Thermal Camera with ≥9 Inch Display (2) 2x Digital Displays for Speed and Depth (3) VHF Radio (4) Engine Monitoring Panel and Trim System Control			

		(5) Navigation Aid: GPS-Radar, Compass, Navigation Light, Night Vision			
	c.Lighting:	(1) White and blue LED illumination with UV-resistant mercury-free SMD lamps (2) Minimum 300 lux illumination in patient area and 500 lux in surrounding areas			
	d. Bilge System:	Three compartments, each with submersible electric bilge pumps and hand-operated emergency pumps.			
	e. Emergency	Siren: Multi-tone siren with three different tones, minimum power 100W.			
	f. Emergency Lighting:	(1) LED light bar suitable for the width of the ambulance (2) Two flashing blue lights at the rear door and one on each side (3) Automatic activation of rear lights when the rear door is opened			
	g. Communication System:	(1) Public address system (microphone + external speaker + amplifier) (2) Hands-free interphone system (1 speaker in driver cab and 1 speaker in patient compartment)			
6.	Fleet Management	a. GPS Tracking: All boats must have real-time GPS tracking. b. Alcohol Sensor: Each boats must be fitted with an alcohol sensor connected to the engine for automatic shutdown if blood alcohol exceeds a preset threshold.			

		c. Remote Cut-Off: To enhance fleet management, boats must support remote engine cut-off.			
MEDICAL EQUIPMENT SPECIFICATIONS					
7.	Ventilator				
	Portability & Design	a. The hand-held ventilator must be lightweight (<1.5 kg battery included) andergonomically designed for single hand operation. b. It must support multiple mounting options,including wall,ceiling,rail,trolley and transport xases to optimize space in emergency motorcycles. c. Battery operation time >/=12 hours d. Crash test for Bracket -minimum 30g bracket e. Enabled with LCD screen			
	Ventilation Capabilities	a. The ventilator must include a range of advanced ventilation modes suitable for emergency and transport use. b. Suitable for different ventilation modes: CIMV, CPAP, CAM c. It must support both invasive and non-invasive ventilation for diverse patient needs. d. The device must provide specific ventilation modes for cardiopulmonary resuscitation (CPR) assistance, aligned with the latest international guidelines.			
	Monitoring &	a. The ventilator must integrate capnography for real-time respiratory monitoring.			

	Connectivity	b. It must include an interface for volumetric capnography to ensure precise patient assessment. c. The device must have wireless communication capabilities for selective download and remote analysis of ventilation records.			
	Oxygen & Air Blending:	The ventilator must include an integrated oxygen-air flow meter blender to enable high- flow oxygen therapy.			
	Certification & Compliance:	The device must be certified for both land transport, meeting the latest IEC, ISO, EN, and RTCA standards for medical equipment used in emergency and transport settings.			
CPR Kit					
8.	Material and Design	a. Made of high-quality, waterproof, and anti-sweat fabric to withstand harsh conditions. b. Lightweight for easy handling and transport. c. Have four exterior pockets with interior compartments for quick and organized access to medical supplies. d. Feature adjustable interior compartments based on a Velcro system for flexible storage. e. Provide easy access to all contents for rapid deployment in emergencies. f. Include inner straps to securely hold a 2L oxygen cylinder and a resuscitation bag.			

		g. Designed for dual handling options: hand and shoulder carry for versatility in different emergency situations.			
Resuscitation Contents					
	Oxygen Supply:	a. 2 Oxygen cylinder (in aluminum): 2 Liter with minimum two-support bracket firmly fixed vertically with brackets and seated on a platform (bottom supported), Oxygen delivery port on boat ambulance wall near the head of the patient. French standard regulator and gooseneck, Thumb wheel to open valve (Portable bottles) Flowmeter adjustable from 0–15 liters per minute. b. Oxygen hoses and masks.			
	Airway Management Equipment:	a. Face masks (Small, medium, and large sizes). b. Endotracheal tubes (Small, medium, and large sizes). c. 02 Fibre optic laryngoscope with three stainless steel blades spanning all sizes. d. Manual suction pump e. Ambubag: Hand operated self-expanding adult bag 1 liter and child 450-750 ml and neonatal with oxygen reservoir valve and mask, multiple use and autoclavable. f. Laryngoscope with different blade sizes			
	Vital Signs Monitoring:	a. 01 digital blood pressure machine with rechargeable battery + charger. b. 01 Durable and good quality stethoscope. c. 01 Pulse Oximeter with rechargeable battery + Charger d. Doppler fetoscope (Small sized)			

	Medical Instruments:	a. Haemostatic forceps (4 pairs). b. Scissors (02 pairs). c. Reflex hammer d. Pen light e. LED – rechargeable head light torch			
9.	Manual Defibrillator				
	Characteristics	a. Weight: 5.2kg (Including 1 battery) b. Waveforms: Max 4 waveforms c. Power requirement: 100-240V~, 50/60Hz±3Hz d. Battery type: Rechargeable Lithium-ion e. Battery Adjustable capacity: 7500mAh, d.c.14.8V 5000mAh, d.c.14.8V			
	Battery backup:	>/=7500mAh Battery			
	Manual Mode:	External defibrillators: 1J～360J			
	Synchronous Cardioversion:	a. Energy transfer begins within 60ms of the R wave from internal Sync signal b. Energy transfer begins within 25ms of the External Sync signal.			
10	**AED**	a. Output energy: Adjustable 100-360 J b. Types can be AED: VF-VT			
	Non invasive pacing mode:	a. Waveform: Monophasic square wave pulse b. Pacing Mode: On-demand or fixed Pacing frequency: 30 ppm to 210 ppm			
	Monitoring capacity	a. ECG (leads), Respiration, NIBP, Oxygen saturation, Capnography b. Lead Type: 5 leads ECG c. ECG paddle			

		d. Heart Rate measurement & alarm range: e. Adult: 15~300bpm Paediatric: 15~350bpm			
	Respiration	a. Method: Thoracic Impedance Method b. RR measurement range: c. Adult: 0~120bpm Pediatric: 0 ~150bpm d. Apnea Alarm: Adult: 10s~60s Ped: 10s~40s e. Alarm: Audible and visual alarm; alarm events reviewable			
11	**NIBP:**	a. Method: Automatic oscillometric b. Work mode: Manual / Automatic/Continuous c. Interval Time: Adjustable d. Range of systolic pressure: Adult Mode: 5.3~36kPa (40~270mmHg) e. Paediatric Mode: 5.3~26.7kPa (40~200mmHg			
12	**SpO2**	a. Measurement & alarm range: 0~100%			
13	**EtCO2 (Side stream)**				
14	**Portable Suction Unit**				
	General Features	a. High-Performance & Versatile Design: Portable suction units suitable for deployment in hospitals, ambulances, patient transport vehicles, home care, and emergency medical services. Also appropriate for surgical, gynecological, and otolaryngological procedures.			

	b. Vacuum Options:	(1) High Vacuum Units: Available in models with flow rates of 30 L/min, as well as options supporting 14 or 20 L/min depending on the required application. (2) Low Vacuum Units: Designed for continuous and intermittent suction at approximately 5 L/min, suitable for gastric drainage, wound drainage, and therapies requiring precise vacuum control. (3) Emergency Response Models: Configurations suitable for use in ambulances, during patient transfers, and at emergency scenes.			
	c. Mechanical and Safety Design	(1) Pump Mechanism: Units are equipped with either piston-type or membrane-type suction pumps, depending on the model. (2) Housing: Constructed with ergonomic, impact-resistant ABS casing for durability and ease of handling. (3) Mounting Compatibility: Rear fixing system supports wall mounting, tested to withstand accelerations and decelerations up to 10g in longitudinal, transverse, and vertical directions, in compliance with UNE-EN- 1789:2000 standards. (4) Maintenance-Free Operation: All models are oil- free and require no routine maintenance. (5) Vacuum Control and Monitoring (6) Control Interface: (a) Adjustable vacuum control knob included on all units (b) Some models include a suction mode selector for intermittent operation (7) Vacuum Gauge Range: (a) Standard units: 0–100 kPa / 0–760 mmHg			

		(b) Low vacuum models: 0–20 kPa / 0–150 mmHg (8) Visual Indicators: LED indicators for device status, suction level, and battery charge.			
	Power and Electrical Features	a. Waterproof Power Switch: Equipped with a protective guard to prevent accidental activation or fluid ingress. b. Battery Status: Integrated LED battery level indicator on all units. c. Mountable Charging System: Wall bracket design includes charging functionality when mounted.			
	Accessories and Consumables	a. Suction Jar: Polycarbonate container available in 1- liter or 2-liter capacity, with overfill protection valve; autoclavable up to 121°C. b. Tubing and Filters: (1) Includes 8×13 mm diameter PVC suction hoses, minimum 2 meters in length (2) Bacterial filter included for infection control (3) Comes with a rigid suction cannula suitable for airway clearance			
15	**Basket Stretcher:**				
	General Description	This stretcher is designed for emergency rescues in hard to-reach areas, including rough terrain and water-based environments. It is particularly effective where patient access is restricted, such as ravines, collapsed structures, or flood zones.			
	Structure & Material	a. Constructed from high-strength aluminum alloy, providing enhanced durability, rust resistance, and			

		corrosion protection suitable for both marine and field operations. b. Engineered to withstand extreme operational conditions while maintaining structural integrity during lifts and drags.			
	Dimensions & Capacity	a. Length: 215 cm b. Width: 66 cm c. Height: 20 cm d. Maximum Load Capacity: Up to 500 kg e. Weight (empty): Approximately 7 to 8 kg			
	Features	a. Integrated restraint system with adjustable safety straps to secure the patient during transport. b. Equipped with carabiners for vertical and horizontal lifting using ropes or winch systems. c. Includes detachable flotation tubes to support buoyancy during water rescues. d. Suitable for use with spinal immobilization devices (e.g., backboards or cervical collars).			
	Use Compatibility	Ideal for deployment in: (1) Mountain rescue (2) Flood evacuation (3) Maritime emergency medical services (4) Remote access via helicopter or boat			
	Compliance	a. Designed in accordance with international emergency evacuation and rescue safety standards. b. Materials and build quality align with marine-grade and air-rescue operational requirements.			
16	**1Kit Oro Pharyngeal**	a. 0 to 5 F adult child and infant sizes			

	airways Kit:				
17	**Spine Board (1):**	Single piece high density polyethylene, rigid light and portable, corrosion free, non-permeable to liquids, must be able to clean with soap and water, X-ray and MRI compatible, net weight not more than 9kgs, load capacity more than 155kg, Length (180-195cm) width (40 -45cm) Height (3-6 cm), head blocks with straps, spider harness for patient stabilization.			
18	**Immobilization Devices:**	a. Kendrick extrication device b. Tactical femur traction splint			
19	**Specifications and features - MONITOR**	a. Monitor: For continuous monitoring suitable for the adult, pediatric, neonatal patients to be used mainly within the transport ambulance b. Adjustable screen brightness (at least 10 levels) able to provide the patient a comfortable sleeping c. It shall have high resolution LCD or LED TFT display menu, waveforms, trends and visual alarms. d. Monitor shall have at least 8" display screen. Touch screen operation. e. It shall have selectable display modes allow data layout f. The monitor will come appropriate mount/ support to fix it within the ambulance It shall allow comprehensive historical review at all parameters g. ECG: It shall have 3/5 lead ECG with standard AAMI connection leads with 10 selectable lead			

		choices. Selectable sweep speed 12.5 to 100mm per second h. SPO2 shall meet ISO 9919, 0 to 100% range, pulse 30 to 250bpm. With SPO2 probe red light Led wave length 660 ± 5 nm. i. NIBP: Automatic oscillating measurement. Cuffs for adult, pediatric, and neonatal modes. j. Temperature: Measuring range 25 to 50 C, 2 channels º rectal and ear probe. k. It shall allow view of minimum 6 ECG channels and offer gain choice from 0.5 to 4. l. It shall allow comprehensive historical review at all parameters			
	Power requirem ent:	a. Power consumption less that 150 W b. Operational with 220±10 V ,50 HZ c. The monitor shall have internal battery made in Li -ion and the autonomy shall be at least 5hours			
	Alarms managem ent	a. The alarm system shall be configured and compliant with ISO/IEC 9703 b. Alarm limits shall permanently visible on the screen c. When an alarm limit is exceeded, it shall be signaled by the monitor in the following ways: d. An alarm tone sounds e. An alarm message on the screen, color- coded according to the levels f. The Audio off/Pause Alarms function (equivalent to Silence/Suspend with previous monitor generations) shall allow the user to switch off alarm tones with one touch or click while retaining visual alarm messages			

	Accessories for each Vital Signs monitor.	a. The monitor shall come with the following additional b. consumables: c. 2 ECG cables d. 100 electrodes for short period monitoring (during e. transport) for each ambulance f. 2 SPO2 cable for adult g. 2 SP02 cable for neonatal h. 3 NIBP cuff for adult i. 2 NIBP cuff for neonatal j. 2 NIBP cuff for pediatric k. All information and technical specifications provided l. above shall be also appearing in the catalogue/ data sheet of the manufacturer m. Adjustable C-collar n. Head immobilizer with traps			
20	**2 Oxygen cylinder (in aluminum) :**	10 Liter with minimum two support bracket firmly fixed vertically with brackets and seated on a platform (bottom supported).French standard regulator and goose neck , Thumb wheel to open valve (Portable bottles)			
21	**01 Vacuum mattress: With transport bag, 01 Glucomet**				

	er or Blood glucose measuring device: code free, 02 IV hooks rail type roof mounted in the rear cabin				
22	**01 Waste bin:**	Fixed with removable clamps in the rear cabin. Stainless steel 10 liter with lid opening by foot			
23	**01 EMS Back packs:**	Paramedic back pack with 4 interior color coded vinyl window pockets,3 medium exterior pockets,1 large hidden pocket,3 small vinyl window interior base pockets to carry airway management, and drugs etc. with shoulder straps.			
24	**Vital signs monitor**				
	Obstetric Kit (01):	One Pair Sterile Non-Latex Gloves, Sterile Scalpel, Sterile OB Pad ,Sterile Gauze 4x4", Sterile Bulb Syringe, Sterile Umbilical Clamps, umbilical scissors, Plastic Under pad, Receiving Blanket, Non Woven Towels BZK Towelette, Plastic Placenta Bag, Plastic Apron, Twist Ties, Trash Bag, Apgar Scoring Chart, surgical scissors			

	First aid kit:	a. 02 absorbent compress dressings (5 x 9 inches) b. 05 adhesive bandages (assorted sizes) c. 01 breathing barrier (with one-way valve) d. 02 Scissors e. Oral thermometer (non-mercury/non glass) f. 02 triangular bandages g. 01 sphygmomanometer h. 01 stethoscope i. 02 Survival blanket			
25	**GENERAL TENDER CONSIEDERATION**				
	Warranty & After Sales Support:	a. Warranty: 5-year warranty on the vessel and medical equipment b. Maintenance: Annual maintenance service contract should be available for a minimum of 05 years c. Training: Comprehensive training for ambulance crews and biomedical engineers should be available d. Spare Parts: Guaranteed availability for 05 years			
	Compliance, Documentation & Evidence Requirements				
	General Complian				

	ce and Regulation				
	Medical Devices	a. All medical devices (e.g., ventilator, AED, suction unit) must be: (1) CE-marked (2) ISO 13485 certified (medical device quality management) (3) IEC 60601-1 and 60601-1 2 compliant (electrical safety and EMC) (4) EN 1789 compliant (ambulance medical equipment) (5) RTCA DO-160 compliant (if certified for air/road transport)			
	Vehicle Conversion Materials and Equipment	a. Medical-grade materials used in the three-box configuration must be CE-marked. b. All electronic fleet management components (GPS, alcohol sensor, speed governor, remote cut-off) must be certified by an authorized automotive electronics company			
	Boat Construction and Certification.	a. Construction and welding techniques must follow certified procedures, including: (1) Laser/routing cutting (2) Digitally marked frame plates (3) Mig/Mag welding with certified calibration (4) Spot weld checks via die penetration or X-ray (5) Dimensional control (DimCon) surveys			

		b. The vessel must comply with CE-C regulations under Directive 2013/53/EU a. A CE Certificate, Owner's Manual, and Technical File must be provided b. All installed equipment must comply with the same CE certification standards			
26	**In addition, the bidder should provide the following informati on:**	a. Details of suppliers and or sub-contractors of each line item (Name, Nationality and address). b. Catalogue(s) comprising of manufacturer's name, the product type, brand/manufacturer model or reference, serial number, and the product country of origin.			

Note; Bidders shall submit only standard manufactured boats meeting the above specifications. Proposals requiring redesign or custom development beyond standard manufacturing shall be considered non-responsive.

4. Drawings

This bidding document includes *[insert "the following" or "no"]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	**Drawing Name**	**Purpose**

5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

Part 3 – Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "CCTTFA" means the financing institution named in the Special Conditions of Contract (SCC).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) "Letter of Bid" means the document entitled letter of bid, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.

(f) "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.

(g) "Drawings" means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.

(h) "Schedules" means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

(i) "Bid" means the Letter of Bid and all other documents which the Supplier submitted with the Letter of Bid, as included in the Contract.

(j) "Day" means calendar day.

(k) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(l) "GCC" means the General Conditions of Contract.

(m) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(n) "Purchaser's Country" is the country specified in the **Special Conditions of Contract (SCC).**

(o) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

(p) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(q) "SCC" means the Special Conditions of Contract.

(r) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(s) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(t) "The Project Site," where applicable, means the place named in the **SCC.**

(u) "Party" means the Purchaser or the Supplier as the context requires.

(v) "Change Order" or "Change" is defined in Clause 33 [Change Orders and Contract Amendments.]

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 In the Contract, except where the context requires otherwise:

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and vice-versa;

(c) provisions including the word “agree”, “agreed” or “agreement” requires the agreement to be recorded in writing;

(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(e) the word “tender” is synonymous with bid and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”;

(f) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association, Subcontractors

6.1 Unless otherwise specified in SCC, if the Supplier is a joint venture, consortium, or association (JV), all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. Any limit on the maximum number of members in the Joint Venture, Consortium or Association shall be as specified in SCC. Minimum Share of a Member of the JV shall be as specified in SCC.

7. Eligibility

7.1 The Invitation for Tenders (IFT) is open to all Tenderers except where it is specified in the TDS. A Tenderer may be natural persons, companies or firms or public or semi-public agencies of local and foreign countries ,or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA).

7.2 Bidders from Rwanda shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Rwanda . Foreign Tenderers are exempted from this requirement but where selected as having submitted the, lowest evaluated tender, the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Rwanda before signing the Contract.

7.3 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:

a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for tenders.

b) have controlling shareholders in common; or

c) receive or have received any direct or indirect subsidy from any of them; or

d) have the same legal representative for purposes of this Tender; or

e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the, tender of another Tenderer, or influence the decisions, of the PE regarding this tendering process; or

f) submit more than one tender in this tendering process, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one tender; or

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) 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. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Purchaser if requested by the Purchaser. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside the Receiver's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Receiver's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Receiver's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within seven (7) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

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

18.3 As specified in the SCC, 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 Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information

received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification

thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation and Related Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the 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 **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period 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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes

Contract Amendments

within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35.4 Anytime the contract is terminated for any reason indicated under clause 35, the advance payments made, if any, on the undelivered Goods and Related Services, if not already recovered from the Supplier shall become payable to the Purchaser which the Supplier shall pay to the Purchaser within 15 days from the date of receipt of notice of such termination failing which the amount will be recovered as demand by calling the advance payment Bank Guarantee provided under the contract.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1 (a)	The Financing Institution is **Central Corridor Transit Transport Facilitation Agency (CCTTFA)**
GCC 1.1 (b)	The Procuring entity is Central Corridor Transit Transport Facilitation agency (CCTTFA) on behalf of Ministry of Infrastructure (MININFRA),Rwanda
GCC 1.1(o)	The Purchaser: Central Corridor Transit Transport Facilitation Agency (CCTTFA) The Purchaser's Country: United Republic of Tanzania.
GCC 1.1(p)	The Receiver is: Republic of Rwanda through the Ministry of Infrastructure (MINIFRA) Rwanda.
GCC 1.1 (u)	The Final Destination(s) is: Rubavu Port in Rubavu District, Western Province
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *DDP*: Rubavu Port in Rubavu District, Western Province
GCC 4.2 (b)	The version edition of Incoterms shall be: **Year 2020**
GCC 5.1	The language shall be: **English**
GCC 6.1	A minor member of the JV having participation in the JV of at least 25% of the value of the Contract is excluded from joint and several liability: Yes If "Yes" specify the following: i) Name and Address of the minor member is---------- and ii) All other members shall remain jointly and severally liable for the fulfilment of all provisions of the entire Contract.
GCC 6.1	Maximum numbers of members in the Joint Venture, Consortium or Association (JV) shall not exceed **two firms.**
GCC 6.1	Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall not be less than twenty five percent (25%) of the total value of the contract.

GCC 8.1	For **notices**, the Purchaser's address shall be: ccttfa.tender@mininfra.gov.rw Cc. procurement@centralcorridor-ttfa.org Attention: Executive Secretary, Central Corridor Transit Transport Facilitation Agency Plot.84 Kinondoni Road Acacia Estate, 2nd Floor, Office no. 202 & 207 P.o.box 2372,Dar es salaam, Tanzania. Emai.ttfa@centralcorridor-ttfa.org Telephone: +255 687 440941 Website: https://centralcorridor-ttfa.org/
GCC 9.1	The governing law shall be the law of*:* **laws of the United republic of Tanzania**
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be determined by: The United Republic of Tanzania Laws.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are User Manual for main engine and other equipment, **Bill of Lading and Packing list.** 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.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable.
GCC 16.1	***Sample provision*** GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: i) Advance payment upon contract signature: 20% ii) After Pre-Shipment inspection and approval of shipment: 40% iii)Delivery+Training+Testing +Handover: 40%
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be: **Not Applicable**
GCC 18.1	A Performance Security **shall be required.** the Performance Security shall be*:***10% of the Contract Sum**
GCC 18.3	If required, the Performance Security shall be in the form of: Bank Guarantee from a reputable bank in **United State Dollars (USD)**

GCC 18.4	Discharge of the Performance Security shall take place: not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **Tender no. CCTTFA/PRL/00010 –** Supply and delivery of Search and Rescue Boat to The Ministry of Infrastructure **(MININFRA)**
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	*Responsibility for Arranging Transportation of the Goods "shall" be as specified in the Incoterms.*
GCC 25.2	Related services to be provided are: as stated *under GCC Clause 25.2*
GCC 26.1	The inspections and tests shall be: **Pre-shipment, pre-delivery and trials at the supplier's cost.**
GCC 26.2	The inspections and tests shall be done at the supplier's cost as follows: Pre-shipment inspection to ascertain the boat meet the overall requirements. i. At this stage, pre-shipment navigation testing and testing of all other installations will be conducted. ii. Inspection at the final destination. iii. At this stage, the entire boat will be inspected and navigation test and test of all other installations will be again conducted. iv. Final check also will be done on required training and documentation. The above proposed stages of inspection and testing will be subject to discussion with the prospective bidder
GCC 27.1	The liquidated damage shall be: 0.5% per week of delay
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the contract amount

GCC 28.3	The period of validity of the Warranty shall be: Five (5) years. For purposes of the Warranty, the place(s) of final destination(s) shall be: Rubavu Port in Rubavu District, Western Province, Rwanda ***Sample provision*** GCC 28.3—In partial modification of the provisions, the warranty period shall be Five years on vessels and medical equipment from date of acceptance of the Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: **the period to be agreed between the user and the supplier or his/her authorized agent**.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1 = adjustment amount.
P_0 = Contract Price (base price).
a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
b = estimated percentage of labor component in the Contract Price.
c = estimated percentage of material component in the Contract Price.

L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b = *[insert value of coefficient]*
c = *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1, where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

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Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]

[*Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form*]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (GMT+2)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*
Contract title: *[insert the name of the contract]*
Country: *United Republic of Tanzania*
OCBI / LCB No: *[insert OCBI reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]

Contract price:	[*insert contract price of the successful Bid*]

2. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]

3. **Reason/s why your Bid was unsuccessful**

[INSTRUCTIONS: State the reason/s why <u>this</u> Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. **How to request a debriefing**

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (GMT+2).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your

request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (GMT+2).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Framework.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (GMT+2).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position:

_____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

OCBI / LCB No.: [*insert number of bidding process.*]
Invitation for Bid No.: [*insert identification*]

To: **[*insert complete name of Purchaser*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: *[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above*: [insert signature of person whose name and capacity are shown above]* _____

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . .

This is to notify you that your Bid dated ***[insert date]*** for execution of the ***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature:

_____

Name and Title of Signatory:

_____

Name of Agency:

_____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser**]*** (hereinafter called "the Purchaser"), of the one part, and

(2) *[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part: and

(3) *[insert name of project manager**]***, a corporation incorporated under the laws of *[insert: country of project manager**]*** and having its principal place of business at *[insert: address of project manager]* (hereinafter called "the project manager"), of the other part:

WHEREAS

A. The Purchase is a multilateral organization established through an agreement by the seven Government of the Republic of Burundi,the Democratic Republic of Congo (DRC) ,the Republic of Rwanda, Republic of Malawi, the United Republic of Tanzania ,Republic of Uganda and republic of Zambia with the mandate to coordinate the member states efforts of ensuring coordination and cooperation in the management of transit transport along the central Corridor member states.
B. The Receiver is the Ministry of the Infrastructure (MININFRA), the government of Rwanda Institution responsible for Policy formulation, coordination and policy oversight of transport infrastructure include the road railway, inland water ways and air transport.
C. The Purchase on behalf of the receiver has requested the supplier to supply and commissioning of a rescue boat as defined in this contract (hereinafter called the "the Goods")
D. The Supplier, having presented to the Purchase that it has the required professional skill, expertise, technical and financial resources to supply the good as detailed in specifications.

E. The client has set aside funds in its budget of 2025-2027 and intends to use part of these funds to eligible payment under this contract,

the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) the Letter of Bid

   (c) the Addenda Nos._____ (if any)

   (d) Special Conditions of Contract

   (e) General Conditions of Contract

   (f) the Specification (including Schedule of Requirements and Technical Specifications)

   (g) the drawings

   (h) the completed Schedules (including Price Schedules)

   (i) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]* _____
in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]* _____
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Project Manager

Signed: *[insert signature of authorized representative(s) of the Project manager]* _____
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*
Date: *[Insert date of issue]*
PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*
Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief 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 Applicant to issue this guarantee, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[1] The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

[2] Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the amount of *[insert amount in words and figures]specified as the penal sum of this Bond*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the __ day of _____, 20 ___, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as supply progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the specified penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the specified penal sum of this Bond.

The Surety shall not be liable for a greater sum than the specified penal sum of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of completion of the contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of ____ 20 _____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*
Date: *[Insert date of issue]*
ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*
Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant to issue this guarantee, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (____) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(d) has used the advance payment for purposes other than toward delivery of Goods; or

(e) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

END