

<b>TITLE OF THE TENDER:</b>	<b>REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESMENTAND ANALYSIS ON THE WOMEN POLITICAL COMMTMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES</b>
<b>TENDER REFERENCE NUMBER:</b>	<b>N° 19/NFPO/NOT/S/2012</b>
<b>PROCUREMENT METHOD:</b>	<b>NATIONAL OPEN COMPETITIVE TENDER</b>
<b>DATE OF ISSUE:</b>	<b>26/01/2012</b>

January 2012

## TENDER NOTICE N° 19/NFPO/NOT/S/2012

### **TITRE: REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESSMENT AND ANALYSIS ON THE WOMEN POLITICAL COMMITMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES**

#### **SOURCE OF FUNDS: ORDINARY BUDGET**

The National Consultative Forum of Political Organizations (NFPO) hereby invites sealed Technical and financial proposals from eligible bidders for the following consultant's service: *INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESSMENT AND ANALYSIS ON THE WOMEN POLITICAL COMMITMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES*.

The participation in competition is open on equal terms to all individual consultants having a Rwandan trade license specialized in the field and fulfilling the criteria of the above Request of the Proposals.

The Request of Proposal may be obtained from 30/01/2012 at the reception desk of **NFPO** reception desk, upon presentation of a prepaid bank slip of a non-refundable fee of Five thousand Rwanda francs (5,000FRW) deposited to the account n 120.00.46 of Rwanda Revenue Authority (RRA) opened at the National Bank of Rwanda (BNR).

Interested bidders may obtain supplementary information by a written letter to the NFPO Executive Secretariat at the same address, not later than 15 days before the bids submission deadline.

Well typed Proposals, suitably bound under penalty of being rejected, prepared in French or English language, in 4 copies one of which is the original and marked as such, and in conformity with the provisions of the request for proposals, must be submitted under sealed folds to the reception of the NFPO Executive Secretariat, to the aforementioned address, not later than the **March 1<sup>st</sup>, 2012 at 9.00 hours prompt** local time (7.00 GMT), the Technical and Financial proposals must be submitted at the same time in two separate sealed envelopes clearly marked "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**" respectively, the two envelopes must be put in a third envelope (outer envelope) marked as follows:

#### **EXECUTIVE SECRETARY/NFPO**

**TENDER NOTICE NO: N° 19/NFPO/NOT/S/2012**

**REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESSMENT AND ANALYSIS ON THE WOMEN POLITICAL COMMITMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES**

« **TO BE OPENED IN PUBLIC SESSION** ». Late proposals will be rejected

The bids will remain valid for 90 days following the proposals opening date.

The opening of the proposals will take place on the same day at the NFPO conference room at **10.00 hours prompt local time** in a public session.

Bidding will be conducted in accordance with the Law N°12/2007 of 27/03/2007 on public procurement.

**Done at Kigali, on January 26<sup>th</sup>, 2012**

**KAYIGEMA Anicet**  
**Executive Secretary**

## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 The Procuring Entity **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this (*International or National*) Competitive Bidding (ICB/NCB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) “Client/Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
  - (b) “Contract” means the agreement between the Procuring Entity and the successful bidder.
  - (c) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific assignment conditions.
  - (d) “Day” means calendar day.
  - (e) “Government” means the Government of the Republic of Rwanda.
  - (f) “Instructions to Bidders” (Sections I and II of the Bidding Document) means the document which provides Bidders with all information needed to prepare their Bids.
  - (g) “SBD” means the Standard Bidding Document, which must be used by the Client as a guide for the preparation of the Bidding Document.
  - (h) “Sub-Contractor” means any person or entity with whom the Bidder subcontracts any part of the Supplies.
  - (i) the “lowest – evaluated bid” means a bid which is substantially responsive and offers the lowest price.

#### 2. Source of Funds

The Procuring Entity (hereinafter called “Client”) **specified in the BDS** has received funds (hereinafter called “funds”) from *the source of funds or financing agency specified in the BDS* toward the cost of the project **named in the BDS**. The Client intends to apply a portion of the funds to the payments under the contract for which these Bidding Documents are issued.

#### 3. Fraud and Corruption

3.1 Rwanda public procurement policy requires that all bidders, suppliers, and contractors, their subcontractors and the procuring entities representatives, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, Rwanda Public Procurement Authority:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a RPPA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) acts intended to materially impede the exercise of the RPPA’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the RPPA to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the RPPA.

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

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

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

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

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

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.1 of the General Conditions of Contract.

#### 4. Eligible Bidders

4.1 Participation is open on equal conditions to all companies or persons fulfilling the requirements herein except where:

- (i) The bidder is currently blacklisted
- (ii) The bidder has been prosecuted and found guilty in court, including any appeals process on corruption charges
- (iii) The bidder is bankrupt
- (iv) The Bidder has been excluded in accordance with regional or international conventions.

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

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the RPPA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified in the **BDS**.

4.4 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Procuring Entity shall reasonably request.

#### 5 Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.

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

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

## **B. Contents of Bidding Documents**

### **6 Sections of Bidding Documents**

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

#### **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 V. Schedule of Requirements

#### **PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

6.2 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Documents.

6.3 The Procuring Entity is not responsible for the incompleteness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **7 Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received not later than twenty-one (21) days for International Competitive Bidding and Fourteen (14) days for National Competitive Bidding prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.3.

### **8 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.3

### C. Preparation of Bids

#### 9 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 10 Language of Bid

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

#### 11 Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- a) ***Bid submission letter including the bid submission form duly signed indicating the full address well printed and properly organized per type of equipment***
- b) ***Copy of Trading License***
- c) ***Copy of TIN***
- d) ***Bid security***

Any other information that the bidder considers important to the award process as it may be indicated in the BDS

11.2 In case of a Joint Venture (JV), each member of the association shall provide the documents stated in 11.1(b), (c), (d), (f) and (j).

## 12 Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

## 13 Alternative Bids

Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

## 14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The INCOTERMS to be used shall be governed by the rules prescribed in the current edition, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance services from any country. Prices shall be entered in the following manner:
  - (a) **For Goods manufactured in Rwanda:**
    - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
    - (ii) any Rwandan sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
    - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
  - (b) For Goods manufactured outside Rwanda, to be imported:
    - (i) the price of the Goods, quoted CIP named place of destination, in Rwanda, or CIF named port of



destination, as specified in the **BDS**;

(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**;

(iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;

(c) For Goods manufactured outside Rwanda, already imported:

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

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

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

(iv) any Rwandan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **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:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **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.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at

the same time.

## 15 Currencies of Bid

- 15.1 The Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two currencies in addition to the Rwanda Francs.
- 15.3 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 26.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.

## 16 Documents Establishing the Conformity of the Goods and Related Services

- 16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

## 17 Documents Establishing the Qualifications of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

- (a) 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 Rwanda;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Rwanda, the Bidder is or will be (if awarded the contract) represented by an Agent in Rwanda 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
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## 18 Bids Validity Period

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

## 19 Bid Security

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 19.2 The Bid Security shall be in the amount specified in the BDS and denominated in Rwanda Francs or a freely convertible currency, and shall:
  - (a) at the bidder's option, be in the form of either a guarantee from a banking institution or an other authorised financial institution;
  - (b) be issued by a reputable institution selected by the bidder and located in any country. If the financial institution, other than a bank, issuing the guarantee is located outside Rwanda, it shall have a correspondent financial institution located in Rwanda to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
  - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 19.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2;
- 19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the

Procuring Entity as non-responsive.

- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.
- 19.5 The Bid Security may be forfeited executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 41;
    - (ii) furnish a Performance Security in accordance with ITB Clause 42;
  - (c) if the successful Bidder refuses corrections of its financial offer.
- 19.6 The Bid Security of a *Joint Venture (JV)* must be in the name of the *JV* that submits the bid.
- 19.7 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

The Procuring Entity may, **ask the RPPA to** declare the Bidder disqualified to be awarded a contract for a period of time **pursuant to the law on public procurement**.

## **20 Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "**ORIGINAL**." In addition, the Bidder shall submit copies of the bid, 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.
- 20.2 The original and all copies of the bid shall be typed in indelible ink, stamped and signed by a person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

## **D. Submission and Opening of Bids**

### **21 Submission, Sealing and Marking of Bids**

- 21.1 Bidders may always submit their bids by mail or by hand.

Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including

alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.

- 21.2 The envelopes containing the original and the copies shall be enclosed in one single envelope:
- (a) The inner envelopes shall bear the name and address of the Bidder;
  - (b) The outer envelopes must be anonymous and be addressed to the Procuring Entity in accordance with ITB Sub-Clause 22.1; and
  - (c) The outer envelopes must bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 25.1
- 21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

## **22 Deadline for Submission of Bids**

- 22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS.**
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23 Late Bids**

The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## **24 Withdrawal, Substitution, and Modification of Bids**

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance

with ITB Clause 22.

- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **25 Bid Opening**

- 25.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS.**
- 25.2 Only envelopes that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 23.
- 25.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

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

### **26 Confidentiality**

- 26.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

### **27 Clarification of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity 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 Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the

Evaluation of the bids, in accordance with ITB Clause 29.

## **28 Responsiveness of Bids**

- 28.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 28.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **29 Nonconformities, Errors, and Omissions**

- 29.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 29.2 Provided that a bid is substantially responsive, the Procuring Entity 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 the Bid is substantially responsive, the Procuring Entity 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 Procuring Entity 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.
- 29.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be

rejected.

### 30 Preliminary Examination of Bids

- 30.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 30.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) **Bid Submission Form, in accordance with ITB Sub-Clause 12.1;**
  - (b) **Price Schedules, in accordance with ITB Sub-Clause 12.2;**
  - (c) **Bid Security, in accordance with ITB Clause 19, if applicable.**

### 31 Examination of Terms and Conditions; Technical Evaluation

The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 16 and 17, to confirm that all requirements specified in Section 6, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid.

### 32 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

### 33 Domestic Preference

Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

### 34 Evaluation of Bids

- 34.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 34.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 34. No other criteria or methodology shall be permitted.
- 34.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) **evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in**



**accordance with clause 12;**

**(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 29.3;**

**(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;**

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 33 if applicable.

34.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:

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

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

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

34.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

### **35 Comparison of Bids**

The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

### **36 Postqualification of the Bidder**

36.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.

36.3 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 Procuring Entity shall proceed to the

next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **37 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

The Procuring Entity 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.

#### **F. Award of Contract**

### **38 Award Criteria**

The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **39 Procuring Entity's Right to Vary Quantities at Time of Award**

At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, 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 Documents.

#### **40 Notification of Award**

- 40.1 Before the expiry of the bid validity period, the Procuring Entity shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids evaluation.
- 40.2 The notification shall specify that the major elements of the procurement process would be made available to the bidders upon request and that they have seven (7) days in which to lodge a protest, if any, before a contract is signed with the successful bidder.
- 40.3 The successful bidder may be required to provide a performance security in accordance with the procurement regulations. Such a security shall not exceed 10 % of the contract Price;
- 40.4 Upon signature of a contract, the Procuring Entity shall notify other bidders that their bids were not successful and will discharge their bid security, pursuant to ITB Clause 19.4.
- 40.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### **41 Signing of Contract**

- 41.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 41.2 Within 15 (fifteen) and 21(twenty one) days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Client.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, 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 Procuring Entity that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **42 Performance Security**

- 42.1 Within 15 and 21 days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Procuring Entity.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.



## Section II. Instructions to bidders, 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 ITB.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: NFPO
ITB 1.1	<p>The name and identification number of the tender are: <b>REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESMENTAND ANALYSIS ON THE WOMEN POLITICAL COMMTMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES</b></p> <p>Tender Number: <b>Nº: 19/NFPO/NOT/S/2012</b></p>
ITB 2.	The Source of funds: O.B
ITB 2.	The name of the Project is: <b>REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESMENTAND ANALYSIS ON THE WOMEN POLITICAL COMMTMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES</b>
ITB 4.3	A list of firms debarred from participating in Rwandan tenders is available from <a href="http://www.rppa.gov.rw">www.rppa.gov.rw</a>
	B. Contents of Bidding Documents
ITB 7.1	<p>For <b>Clarification of bid purposes</b> only, the Procuring Entity's address is:</p> <p><b>Executive Secretariat/ NATIONAL CONSULTATIVE FORUM OF POLITICAL ORGANIZATIONS</b></p> <p><b>B.P.7459,KIGALI, RWANDA</b></p>
	C. Preparation of Bids
ITB 10	The language of the bid is: <i>"English" or "French"</i> .
ITB 11.1	The Bidder shall submit the following additional documents in its bid: N/A

ITB 13	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The INCOTERMS edition is the <i>recent edition</i> of "INCOTERMS".
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <b>EXECUTIVE SECRETARIAT OF THE NATIONAL CONSULTATIVE FORUM OF POLITICAL ORGANIZATIONS</b>
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	"Final destination (Project Site)": <b>EXECUTIVE SECRETARIAT OF THE NATIONAL CONSULTATIVE FORUM OF POLITICAL ORGANIZATIONS</b>
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the unit price per type of equipment shall be all taxes inclusive
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted shall correspond at least to <i>[insert figure]</i> % of the items specified for each lot. Prices quoted shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot.
ITB 15.1	The Bidder is to quote in the Rwanda Francs the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 15.3	The authority to establish the exchange rate shall be the " <b>National Bank of Rwanda</b> "
ITB 18.1	The bid validity period shall be 90 days.
ITB 19.1	(a) Bid shall include a Bid Security issued by bank or an insurance company included in Section IV Bidding Forms.
ITB 19.2	The amount of the Bid Security shall be: 50 000 rwf or its equivalent in any convertible currency
ITB 20.1	In addition to the original of the bid, the number of copies is: 3
	D. Submission and Opening of Bids
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <b>" Do not open except in the public session of 01/03/2012 at 09:00, local time</b>
ITB 22.1	For bid submission purposes, the Procuring Entity's address is: Attention:

	<p><b>EXECUTIVE SECRETARIAT OF THE NATIONAL CONSULTATIVE FORUM OF POLITICAL ORGANIZATIONS</b></p> <p>The deadline for the submission of bids is: 01/03/2012</p> <p>Time: 10:00 a.m local time</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p><b>EXECUTIVE SECRETARIAT OF THE NATIONAL CONSULTATIVE FORUM OF POLITICAL ORGANIZATIONS</b></p> <p>Date: 01/03/2012</p> <p>Time: 10:00 a.m. local time or 08:00 GMT</p>
	E. Evaluation and Comparison of Bids
ITB 32.	<p>Bid prices expressed in different currencies shall be converted in Rwanda Francs (RWF)</p> <p>The source of exchange rate shall be the National Bank of Rwanda.</p> <p>The date for the exchange rate shall be the bids opening date</p>
ITB 33	Domestic preference shall not be a bid evaluation factor.
ITB 34.3(a)	Evaluation will be done for the entire tender. <i>Bidders are requested to quote the unit price per type of equipment and the low price shall be considered for tender awarding.</i>
ITB 34.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>No.</i></p> <p>(b) Deviation in payment schedule: <i>No.</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria]</i></p> <p>(d) the availability in Rwanda of spare parts and after-sale services for the equipment offered in the bid <i>[insert Yes or No, If yes, insert the Methodology and criteria]</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment <i>[insert Yes or No, If yes, insert the Methodology and criteria]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i></p> <p>(g) <i>[insert any other specific criteria]</i></p>
ITB 34.6	Bidders shall not be allowed to quote separate prices for one item. <i>[refer to Section III Evaluation and</i>

	<i>Qualification Criteria, for the evaluation methodology, if appropriate]</i>
	F. Award of Contract
<b>ITB 39.</b>	The maximum percentage by which quantities may be increased or decreased is: 20%

Bidder Information Form

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV certified agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned companies from Rwanda, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



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Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*  
Tender No.: *[insert number of tender notice]*  
Or Invitation for Bid No.: *[insert No of IFB]*  
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 42 and GCC Clause 18 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the RPPA, under Rwanda laws or official regulations, in accordance with ITB Sub-Clause 4.3;

- (i) The following commissions, gratuities, or fees have been paid or are to be paid 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.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature and stamp of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Bid Security (Bank Guarantee)**

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entity]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

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

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

## TERMS OF REFERENCE

### I. Heading:

#### TENDER NOTICE N° 19/NFPO/NOT/S/2012

#### TITRE: REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE INDIVIDUAL CONSULTANCY FOR THE FORMS' ASSESSMENT AND ANALYSIS ON THE WOMEN POLITICAL COMMITMENT IN POLITICAL CAREER THROUGH THE POLITICAL PARTY ORGANIZATIONS STRUCTURES

### II. Introduction and Background:

The Consultative Forum of Political Organisations recognised in Rwanda is a platform not only for dialogue and exchange of ideas among political organisations but also for plural participation in the political management of the country.

Institutionalised by the Constitution of 04 June 2003 (Art. 56), the Forum is currently comprised of ten (10) member political organisations:

- Rwandese Patriotic Front «RPF INKOTANYI»
- Liberal Party « PL»
- Democratic Union of the Rwandan People “ UDPR»
- Ideal Democratic Party « PDI»
- Social Democratic Party « (PSD)»
- Party for Progress and Concord « (PPC)»
- Centrist Democratic Party « (PDC)»
- Rwanda's Labour Party « PSR»
- Party for Solidarity and Progress « PSP»
- PS-Imberakuri

#### **STATEMENT OF SECTOR POLICY OBJECTIVES**

The Forum 's policy objectives are based on the political will underlain by Vision 2020, EDPRS, Vision 2020 Umurenge, and the national unity and reconciliation policy.

These different prospective papers, indeed, establish a dynamic picture of the Rwandan society based on political good governance This requires the determination of all the strata of the population, which should work hand in hand to consolidate their capacity to accelerate their pace towards the achievement of the Millennium Development Goals.

The call of political organisations for the implementation of this society project concerns all levels:

- promotion of democratic good governance and of political stability;
- national reconciliation, restoration of national unity as well as the fight towards and against internal divisions, which marked the Rwandan political history;
- reconstruction of the community fabric and of social capital;
- consolidation of the power sharing principle and the administrative and political decentralisation process for citizens' fully-fledged participation in all decision-making processes;
- regional and sub-regional integration and more visibility of Rwanda within the concert nations.

The Forum's ongoing action programmes are focused on four (4) dimensions or key objectives:

- ✓ Consultations and political contributions to the governance of the country;
- ✓ Reinforcement of political organisations' capacities in « *Party and leadership development* »;
- ✓ Information, support/ counselling, ethics and political mediations;
- ✓ Monitoring and various types of support to political organisations' participation in election campaign processes.

The activities of the Forum and those of political organisations mainly focus on poverty reduction through, on the one hand, the promotion of political consultation among stakeholders in the national political life and, on the other hand, through the reinforcement of their capacities to formulate and monitor public policies and their capacities of national mobilisation.

The priorities accepted under EDPRS priorities are in particular:

- contribution, through political consultation, in terms of a good formulation of poverty reduction-oriented national policies and programmes;
- community mobilisation around socio-economic development programmes and, in particular, local community mobilisation programmes around initiatives pertaining to the fight against poverty, and sustainable socio-economic development;
- local community mobilisation around initiatives pertaining to the fight against poverty, the prevention and peaceful resolution of political problems in a bid to promote national unity, social justice and equality of opportunities for men and women;
- support to national mobilisation and solidarity programmes and initiatives, particularly in case of catastrophes;
- promotion of dynamics of behaviour and mindset change for an implacable fight against corruption and any form of political exclusion.

The policy of the Forum, in line with the latter's mandate, is to support member political organisations to develop and affirm their political responsibilities not only to inspire the national democratisation process but also to promote citizen participation in the political management and the development of the country.

#### **STATEMENT OF THE MISSION OF INSTITUTION**

By virtue of its mission as defined by the Constitution, the Forum should assert itself as a space at the same time for expression, regulation and blossoming of political life and democratic pluralism in Rwanda.

It should lead political debate and make proposals regarding political governance to state organs concerned in all the areas of national life.

Besides serving as a platform of consultation and permanent political dialogue among political organisations, the Forum develops programmes for capacity reinforcement in *party and leadership development* for member political organisations, which need to show good behaviour and professionalism in their political work, and more visibility to regain the trust of communities and other stakeholders in the national political life.

The Forum's mission and obligations are spelled out in the Organic Law N° 16/2003 of 27/06/2003 governing political organisations as amended and complemented by the Organic Law N°19/2007 of 04/05/2007:

- Enabling political organisations to exchange ideas on major issues facing the country and on the main orientations of the political governance of the country;
- Reflecting and advising about national policies;
- Consolidating national unity and reconciliation values as well as the democratic consensus and power sharing principle
- Acting as a platform for the blossoming of political pluralism in Rwanda and as a mediator in conflicts arising between political organisations;
- Organising capacity reinforcement programmes intended for member political organisations.

### III. Objectives and key results expected

The objectives of the assignment are as follows:

1. Establish the database for the 5324 forms from the political parties and setting up a data base system for the data interpretation and its assessment
2. Make a statistical interpretation and assessment using the appropriate software in accordance with the NISR user guide,
3. Produce a final report with all required items which shall be identified through the update statistical soft wares including SPSS and so on
4. 3. Advise the institution on the way forward.

#### IV. Scope of Services

This assignment will include the assessment and analysis of data related to on the women political commitment in political career through the political party organizations structures.

The Consultant will particularly concentrate on the following specific tasks:

1. Assess and produce a statistical documents on women data from the Political parties wing indication the women representation through the political party structures at any administration level,
2. Establish an appropriate user guide for further entry and analysis in order to determine next level of women participation in political activities
3. Carry out any other relevant assessment which may help the NFPO the best data interpretation

#### V. Deliverables/Outputs

The consultant will report to the NFPO Executive Secretary and shall be required at any reporting stage, to provide a one (1) hard copy and one electronic copy (CD) the following deliverables:

<i>Deliverable</i>	<i>Schedule</i>
Inception report containing the detailed work Plan, milestones, methodology and approach to conduct this assignment.	1 week after contract signature
Draft report to Executive Secretariat	3 <sup>rd</sup> after contract signature
Final document	25 days after commencement of the Assignment

#### VI. Reporting requirements

The consultant shall be asked to give the required reports on time through the transmission letter sent to the Executive Secretary of the NFPO

#### VII. Qualifications and Competences

The consultant must have a minimum of 5 years proven experience and capabilities in the field of data collection, analysis and interpretation of findings. Similar experience in data collection, analysis and interpretation of findings in a busy investment attraction related institution would be an asset.

Consultant must have experience in using statistics software's like SPSS, STATA, EViews and others.

The consultant must have a degree in statistics, economics, and other related qualifications from a recognized institution of learning.

Good Communication skills.

Proficiency in both English and French is desirable.

Good presentation skills.

Team spirit.

#### VIII. Duration of the Assignment

The consultant is expected to deliver the required outputs within 25 days after commencement of the Assignment.

#### IX. Summary of documents to be provided by the consultant

Interested candidates must provide information indicating that they are qualified to implement this Assignment. This will include :

- Minimum of 3 previous reference customers for works of similar nature, size and scope along with the description of the works performed and their contact details.
- Minimum of 3 successful completion of works certificates (or letters) from previous reference customers.
- A detailed technical proposal containing the project organization, work Plan, methodology and approach to conduct this assignment. The technical proposal must contain the implementation tasks to be carried out and the proposed implementation team that will carry out the tasks and the timeframes
- The detailed Curriculum Vitae (CV) of the consultant highlighting their experience, skills, competencies and knowledge areas of the key professional staff. The CVs must highlight projects of similar nature, size and scope handled by the consultants and customer references. For all proposed personnel the bidder should attach certified copies of diplomas or degrees, updated CVs.

#### CONSULTANTS SHALL BE SCORED TAKING INTO CONSIDERATION THE FOLLOWING GENERAL CRITERIA AND GUIDELINES:

No	Criteria and guidelines for scoring	Points
1	<b>Qualification:</b> university degree in statistics or any other related field	/30
2	<b>General experience:</b> 3 years proven experience and capabilities in the field of data collection, analysis and interpretation of findings within the policy maker sector	/15



<b>Nº</b>	<b>Criteria and guidelines for scoring</b>	<b>Points</b>
<b>1</b>	<b>Qualification:</b> university degree in statistics or any other related field	<b>/30</b>
<b>3</b>	<b>Specific Experience(relevant experience in similar services):</b> -Minimum of 3 previous reference customers for works of similar nature, size and scope along with the description of the works performed and their contact details -Minimum of 3 successful completion of works certificates (or letters) from previous reference customers	<b>/30</b>
<b>4</b>	<b>Quality of the methodology proposed</b>  A detailed technical proposal containing the project organization, work Plan, methodology and approach to conduct this assignment	<b><u>/15</u></b>
<b>5</b>	<b>Time schedule and delivery</b> Consultant should provide the time schedule for the assignment	<b><u>/10</u></b>
	<b>TOTAL</b>	<b><u>/100</u></b>

### **PART 3 - Contract**

#### **Contract Agreement**

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Rwanda]*, and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called “the Purchaser”), 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”).

WHEREAS the Procuring Entity 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

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and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Procuring Entity's Notification of Award
  - (f) The Supplier's Bid and original Price Schedules
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity 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]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature and stamp]*  
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

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Signed: *[insert signature and stamp 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]*

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## 2. Performance Security

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

B.

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

Tender No. and title: *[insert no. and title of bidding process]*

C.

D.

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

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

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

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

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

At the request of the Client, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>6</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>7</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

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

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<sup>6</sup> *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>7</sup> *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*