

**REPUBLIC OF RWANDA**

**Contract for the Supply and Delivery of …………………………(***insert type of supply eg“Drugs, Laboratory Equipments, Mosquito nets* **etc)**

**By and between**

**……………………………………………………………………………(**insert name of Procuring Entity**)**

**And**

**……………………………………………………(**insert name of Supplier**)**

**………………………….**

**P.O.BOX………**

**Tel: ………………………………**

**Email:** ........................................

**Contract number: ……………………**

**Contract currency: ……………………………**

**Contract duration:…………………………….**

**Contract administrator/Manager: …………………………..**

**Source of the Budget……………………………….**

**Date of contract: …..……/…………/…....**

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**Section I. Contract Agreement**

This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between the Government of Rwanda represented by Mr/Mrs/Ms……………………, the ……………… of the Ministry of ………/name of the Public Institution (Hereinafter referred to as “**the Procuring Entity**” and …………….. Ltd/Co, ........ incorporated in (Country) ………………… under the Registry number ……………………. Represented by Mr/Mrs/Ms ……………………….., ID/PC N°………………………………………..issued at………………………………………the ……………… of the company Hereinafter referred to as the “**Supplier**”

WHEREAS

(a) the Procuring Entity has requested the Supplier to supply goods and related services as specified in the General Conditions of Contract attached to this Contract (hereinafter called the “Goods”);

(b) the Supplier, having represented to the Procuring Entity that they have the required capacity, have agreed to supply the goods and related services on the terms and conditions set forth in this Contract;

1. the Procuring Entity has received funds from the [*Insert the name of the funding Institution*], hereinafter called the (“Funding Institution”) towards the cost of the goods and related services and intends to apply a portion of the proceeds of these funds to payments under this Contract;

**Or** (c) the Procuring Entity has received Government funds and intends \_\_\_\_\_\_\_

**Or** (c) the Procuring Entity has decided to allocate a portion of its own budget to finance \_\_\_\_\_\_\_\_

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
2. The Special Conditions of Contract;
3. The General Conditions of Contract;
4. The list of goods, technical specifications and supply requirements
5. Contract negotiations minutes
6. The Tender Document;
7. The Supplier’s bid
8. Any other document listed in the SCC as forming part of the Contract.
9. 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.
10. The mutual rights and obligations of the Procuring Entity and the Supplier shall be as set forth in the Contract, in particular:

(a) the Supplier shall supply the goods and related services in accordance with the provisions of the Contract; and

(b) the Procuring Entity shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year hereunder written.

For and on behalf of *[name of the Procuring Entity]*

*[Authorized Representative]*

For and on behalf of *[name and legal status of Supplier]*

*[Authorized Representative]*

**Section II. General Conditions of Contract**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Definitions | | 1.1 The following words and expressions shall have the meanings hereby assigned to them: “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“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.“Day” means calendar day.“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“GCC” means the General Conditions of Contract.“Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms Supplier is required to supply to the Procuring Entity under the Contract.“Procuring Entity’s Country” is the country specified in the Special Conditions of Contract (SCC).“Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Procuring Entity’s country in accordance with the Applicable Law.“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.“SCC” means the Special Conditions of Contract.“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 Procuring Entity and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.** | |
| 2. Contract Documents | | * 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. Corrupt and Fraudulent Practices | | 3.1 The Procuring Entity requires compliance with its policy in regard to corrupt and fraudulent practices as per the public procurement law and regulations.  3.2 The Procuring Entity 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 | | * 1. If the context so requires it, singular means plural and vice versa.   2. **Incoterms**  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.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.  * 1. **Entire Agreement**   The Contract constitutes the entire agreement between the Procuring Entity 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.   * 1. **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.   * 1. **Non-waiver**  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.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.  * 1. **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 | | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, 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.   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 | | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity 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 Procuring Entity. | |
| 7. Eligibility | | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries as per Rwandan laws and regulations or donors regulations. For the purpose of this Clause, origin means the country where the goods have been grown, mined, 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. | |
| 8. Notices | | * 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.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| 9. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Entity’s Country, unless otherwise specified in the **SCC.**   2. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Procuring Entity’s country when   (a) as a matter of law or official regulations, the Procuring Entity’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of Rwanda Public Procurement Authority. |
| 10 Settlement of Disputes | * 1. The Procuring Entity 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.   2. If the parties have fail to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence litigation or arbitration, as hereinafter provided, as to the matter in dispute. 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 litigation or arbitration. Litigation or Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Litigation or Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC (*choose the litigation or arbitration clause*).**   3. In case of any reference to litigation or arbitration herein,      1. the parties shall not continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Procuring Entity shall suspend payments to the Supplier any monies due until the award of arbitrations. |
| 11. Inspections and Audit by the Procuring Entity and the Funding Agency | * 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.   2. The Supplier shall permit, and shall cause its Subcontractors to permit, the Procuring Entity and the Funding Agency and/or persons appointed by the Procuring Entity and the Funding Agency to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Procuring Entity and the Funding Agency if requested by the Procuring Entity and the Funding Agency. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity and the Funding Agency ’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity and the Funding Agency ’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 and Purchase order. |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 32.1, 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 and Purchase order. 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.**  15.2 The total contract price shall be as specified in the SCC all taxes inclusive. |
| 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 Procuring Entity 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 Procuring Entity, but in no case later than **Forty five (45)** days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity 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. |
| 17. Taxes and Duties | 17.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, withholding tax, and other such levies imposed whether outside or inside the Procuring Entity’s Country. |
| 18. Performance Security | 18.1 As specified in the SCC, the Supplier shall before the contract is signed and after the notification of tender 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 Procuring Entity 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 shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC,** or in another format acceptable to the Procuring Entity.   * 1. The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**   2. The full payment by the Procuring Entity to the Supplier for deliveries shall in no way waive the Supplier from any defect liability to the extent of 36 months from the date of provisional acceptance of the goods. The Supplier shall continue to be liable for any defects of goods until when such time for warranty of shelf life for goods is over.   18.6Once the contract is delayed after the Supplier has provided the Performance Security to the Procuring Entity, the Supplier shall be requested to renew the performance security provided its validity periods ends before the end of the contract. |
| 19. Certification of Goods in Accordance with Laws of the Procuring Entity’s Country | 19.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Procuring Entity’s country. The Procuring Entity undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Procuring Entity’s country.  19.2 Unless otherwise **specified in the SCC,** the Contract shall become effective on the date (“the Effective Date”) that the Supplier receives written notification from the relevant authority in the Procuring Entity’s country that the Goods have been registered for use in the Procuring Entity’s country.  19.3 If thirty (30) days, or such longer period **specified in the SCC,** elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 19.2 above, then either party may, by not less than seven (7) days’ written notice to the other party, declare this Contract null and void. In such event, the Supplier’s Performance Security shall be promptly returned. |
| 20. Confidential Information | 20.1 The Procuring Entity 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 Procuring Entity 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 this Clause.  20.2 The Procuring Entity 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 Procuring Entity 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: the Procuring Entity or Supplier need to share with institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;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; orotherwise 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 not sub-contract this contract without the written consent of the Procuring Entity. In case of sub-contracting by the Supplier, it shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
| 22. Specifications and Standards | 22.1 The Goods supplied under this Contract shall conform to technical specifications and standards mentioned in the Schedule of Requirements. |
| 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 Procuring Entity. |
| 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 Incidental 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 Procuring Entity’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 incidental 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 Procuring Entity 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 the manufacturer, at point of delivery, and/or at the Goods’ final destination, or in another place in the Procuring Entity’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Procuring Entity.  26.3 The Procuring Entity 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 Procuring Entity 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 fifteen (15) days advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.  (a) The said inspection and testing is for the Procuring Entity’s account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.  (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.  (c) Upon receipt of the Goods at place of final destination, the Procuring Entity’s representative shall inspect/test the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Procuring Entity on the status of the goods. If the Goods are in good order, the Procuring Entity will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within twenty (20) days of receipt of the Goods or part of Goods at place of final destination.  (d) In case the Procuring Entity’s representative finds that Goods are not in conformity with the requirements of the contract, the Procuring Entity and Supplier shall jointly hire an internationally recognized company to carry out the test of the goods. The Costs involved shall be borne by both parties.  26.5 Where the Supplier contests the validity of the rejection by the Procuring Entity or his representative, of any inspection as required by 26.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Procuring Entity or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Procuring Entity and Supplier. The umpire’s finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.  26.6 The Procuring Entity 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. Further, if such test and/or inspection impede 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.  26.7 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.  26.8 The Procuring Entity may reject any Goods as a whole 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 Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.  26.9 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 Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.7, 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 Procuring Entity 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 Contract amount, up to a maximum deduction of the percentage specified in the **SCC.** Once the maximum is reached, the Procuring Entity may terminate or extend the Contract pursuant to GCC Clause 35. |
| 28. Warranty | 28.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.  The Supplier further warrants that all Goods supplied under the Contract shall have shelf life upon delivery at final place of destination and within the ranges set forth in the Technical Specifications, and where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.  28.2 The Procuring Entity shall have the right to make claims under the above warranty for the entire shelf life after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Procuring Entity, the Supplier shall, within sixty (60) days or whichever is earlier, replace the defective Goods without cost to the Procuring Entity. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.  28.3 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the retained samples from the delivered batches by an independent neutral laboratory agreed by both the Procuring Entity and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Procuring Entity will meet all costs for such analysis. There shall be no disagreements on the choice of independent laboratory as long as such laboratory is recognized by World Health Organization.  28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 28.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC,** the Procuring Entity may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier’s risk and expense and without prejudice to any other rights that the Procuring Entity may have against the Supplier under the Contract. The Procuring Entity will also be entitled to claim for storage cost in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.  28.5 In the event any of the Goods are recalled, the Supplier shall notify the Procuring Entity, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Procuring Entity will, at the Supplier’s expense, carry out the recall and claim for the reimbursement of the paid amount for the recalled products. |
| 29. Patent Indemnity | 29.1 The Supplier shall, subject to the Procuring Entity’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity 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 Procuring Entity 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: the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe 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 Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity’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 Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.  29.4 The Procuring Entity 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 Procuring Entity 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 Procuring Entity. |
|  |  |
| 30. Change in Laws and Regulations | 30.1 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 Procuring Entity’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. |
| 31. Force Majeure | 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  31.2 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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.  31.3 If a Force Majeure situation arises, the Supplier shall notify the Procuring Entity in writing within five (5) days of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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. |
| 32. Change Orders and Contract Amendments | 32.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier. 32.2 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 Procuring Entity’s change order.  32.3 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.  32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 33. Extensions of Time | 33.1 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 Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring Entity 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.  33.2 Except in case of Force Majeure, as provided under this contract, 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 27, unless an extension of time is agreed upon by both parties. |
| 34. Termination | 34.1 Termination for Default The Procuring Entity, 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:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension period thereof granted by the Procuring Entity;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined by this contract in competing for or in executing the Contract.In the event the Procuring Entity terminates the Contract in whole or in part, the Procuring Entity 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 Procuring Entity for any additional costs for such similar Goods or Related Services. 34.2 Termination for Insolvency. The Procuring Entity 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 Procuring Entity 34.3 Termination for Convenience. The Procuring Entity, 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 Procuring Entity’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.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 Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto 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. Assignment | 35.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 36. Export Restriction | 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity, 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 Procuring Entity 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 Procuring Entity’s convenience.  **37. Final Provision**: Whatever has not been provided under this contract shall be governed by the Procurement Law on public procurement and other procurement regulations in Rwanda. |

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| Section III. 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(h)** | The Procuring Entity’s country is: *RWANDA* |
| **GCC 1.1(i)** | The Procuring Entity is:  **Rwanda Biomedical Center**  **Medical Procurement and Production Division**  **Gasabo District, Kigali City**  **P.O. Box 7162 Kigali – Rwanda**  **Tel. (+250) 725012012**  **E-mail:** [**info@rbc.gov.rw**](mailto:info@rbc.gov.rw)**,** [**camerwa@gmail.com**](mailto:camerwa@gmail.com) |
| **GCC 1.1 (n)** | The Project Site(s)/Final Destination(s) is/are:  **RBC/MPPD’s warehouses based in Kigali City** |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be **INCOTERMS, 2012** |
| **GCC 5.1** | The language shall be: ***English*** |
| **GCC 8.1** | For **notices**, the Procuring Entity’s address shall be:  Attention: **The Director General of Rwanda Biomedical Center**  **Gasabo District, Kigali City**  **P.O. Box 7162 Kigali – Rwanda**  **Tel. (+250) 725012012**  Electronic mail address: [**info@rbc.gov.rw**](mailto:info@rbc.gov.rw)  **Copy to:**  **Head of Medical Procurement and Production Division**  **RBC-Kigali, Rwanda**  **Supplier’s address**  Attention: **………………………………….**  Street Address: ………………………………  City: **……………………………**  Telephone: **………………………..**  Electronic mail address*:* ………………………… |
| **GCC 9.1** | The governing law shall be the laws of***Rwanda*** |
| **GCC 10.2** | The dispute settlement shall be settled as follows:  **Option 1: Arbitration**  *“Any dispute or difference between the Parties as to the interpretation or implementation of this Agreement or in respect of any matter or thing arising under, out of or in connection with this Agreement that cannot be settled amicably or by mediation (when provided for), shall be settled by Arbitration which shall be administered by Kigali International Arbitration Center (KIAC) in accordance with its rules..*   * + - 1. *The number of arbitrators to the proceedings shall be three.*   *(iii) The seat for arbitration shall be Kigali.*  *(iv) The language for arbitration proceedings shall be in English.*  *(v) The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs including legal fees to be paid by the party against whom enforcement is ordered.*  **Option 2: Litigation**  “*If the parties cannot settle the dispute amicably or by mediation within thirty (30) days after appointment of the mediators, the matter shall be referred to the Rwandan Courts of competent jurisdiction.”* |
| **GCC 13.1** | ***Sample******provision***  ***For Goods supplied from abroad:***  Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity and volume, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Procuring Entity a minimum of seventy two (72) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:  (i) Five originals and two copies of the Supplier’s invoice, showing Procuring Entity as **Rwanda Biomedical Center/Medical Procurement and Production Division***;* the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;  (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Procuring Entity as **Rwanda Biomedical Center/Medical Procurement and Production Division** and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;  (iii) four copies of the packing list identifying contents of each package;  (iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;  (v) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;  (vi) one original of the Supplier’s Certificate of Origin covering all items supplied;  (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);  (viii) any other procurement-specific documents required for delivery/payment purposes.  ***For Goods from within the Procuring Entity’s country:***  Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:  (i) two originals and two copies of the Supplier’s invoice, showing Procuring Entity, the Contract number, loan number; Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;  (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as *[ enter correct name of Procuring Entity for customs purposes ]* and delivery through to final destination as stated in the Contract;  (iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;  (iv) four copies of the packing list identifying contents of each package;  (v) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;  (vi) one original of the Supplier’s Certificate of Origin covering all items supplied;  (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)  (viii) other procurement-specific documents required for delivery/payment purposes.  The above documents shall be received by the Procuring Entity at least two weeks before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | Prices shall be fixed and for the duration of the Contract. |
| **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:  **Payment for Goods supplied from abroad:**  Payment of foreign currency portion shall be made in ( ) *[currency of the Contract Price]* in the following manner:  (i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within sixty (60) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.  (iii) **On Acceptance:** Eighty (80) percent of the contract price shall be made in Rwandan Francswithin sixty (60) days of receipt and acceptance of the goods and upon submission of 4 original invoices supported by an acceptance report signed by both parties attesting that the Goods have been delivered and that all other contracted Services have been performed.  Bank records: ***to be filled by the supplier***  Account Holder: ……………………..  Account number: …………………  Bank Name: ………………  Bank Address: ………………..  Swift code: .........................................  Payment of local currency portion shall be made in **Rwandan Francs (RWF)**within sixty (60) days of presentation of 4 original invoices supported by an acceptance report signed by both parties attesting that the Goods have been delivered and that all other contracted Services have been performed. |
| **GCC 18.1** | A Performance Security *“shall” be required.*  *and will be as follows:*  *Performance Security shall be 5% of the value of the purchase order/Contract Price****.***  *The Performance Security will be valid for 30 days after the final acceptance report by both parties. However, the refund of the performance security shall not waive the Supplier from any defect liability to the extent of 36months from the date of final acceptance of goods.*  *The invalidity of the Performance Security shall not in any case relieve the supplier from replacing the defective goods once tested and found defective during the shelf-life period provided under this contract.* |
| **GCC 18.3** | The Performance Security shall be in the form of: *“a* ***Bank Guarantee*** *or insurance bond*  If required, the Performance security shall be denominated in ***“the currency of payment of the Contract.”*** |
| **GCC 18.4** | Discharge of the Performance Security shall take place in the following manner:  ***50% of total performance security amount will be returned 30 days after provisional acceptance report signature by both parties;***  ***50% of total performance amount will be returned 15 days after final acceptance report.*** |
| **GCC19.1** | The registration and other certification necessary to prove registration in Procuring Entity’s country is: *N/A* |
| **GCC19.2** | The Effective Date of the Contract is*:* ***date of Contract signing by both parties*** |
| **GCC19.3** | The time period shall be ***“N/A.”*** |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: ***[insert in detail the type of packing required, volume, the markings in the packing and all documentation required]*** |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.*  If not in accordance with Incoterms, insurance shall be as follows:  *[insert specific insurance provisions agreed upon, including coverage, currency an amount]* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.  If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Entity’s country, defined as the Project Site, transport to such place of destination in the Procuring Entity’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]* |
| **GCC 25.2** | Incidental services to be provided are:  *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]* |
| **GCC 26.1** | The inspections and tests shall be, but not limited to:   1. Prior to shipment: Physical-chemical, microbiological, and other additional tests as per the latest version of International Phamacopae, US Pharmacopea and British Pharmacopea or any allowed in-house method at the supplier’s cost for each batch. |
| **GCC 26.2** | The Inspections and tests shall be conducted at: Final place of destination as determined by the INCOTERM.   1. After provisional acceptance at the Procuring Entity’s request: Visual inspection, Physical- chemical, microbiological, and/or other additional tests as may be required as per the latest version of International Phamacopae, US Pharmacopea and British Pharmacopea at the Procuring Entity’s cost in a WHO approved Laboratory or ISO 17025 certified. However, if the test fails, the supplier will reimburse the cost of the test and any other loss incurred by the Procuring Entity. 2. During the shelf-life period, at least once a year or any other period as may be required by the Procuring Entity: Visual inspection, Physical-chemical, microbiological, and/or other additional tests as may be required at the Procuring Entity’s cost in a WHO approved Laboratory or ISO 17025 certified. However, if the test fails, the supplier will bear the cost of the test and any other loss incurred by the Procuring Entity due to the use of defective product. 3. Total payments of the contract price and approval of the deliveries by the Procuring Entity shall not in any way relieve the supplier from being liable for the defective goods during the shelf- life period. |
| **GCC 27.1** | The liquidated damage shall be: 1/1000 of **the total contract price/Purchase order amount** per each day of delay. |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: *5*% of the total contract/Purchase order amount. Once the value of the penalties exceeds the value of the performance security, the contract is automatically cancelled. |
| **GCC 28.1** | Any alternative warranty requirements may be granted by the Procuring Entity subject to prior request in writing by the supplier before shipment with clear explanation and documentation related. |
| **GCC 28.4** | The period for replacement shall be: ***60*** days.  This period does not grant the supplier of the waiver for delay penalties. |

**Special Conditions of Contract**

Pharmaceuticals

(Additional Clauses)

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| The below data should be included in the Special Conditions of Contract used in Bidding Documents for the procurement of pharmaceuticals. | |
| GCC 13.1 | ***For Goods supplied from abroad****:*  (ix) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied.  (x) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.  (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies. |

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| **Issuance of Purchase Order** | **Issuance of Purchase Order**  The purchase order is issued based on the revised forecasting of products to cover 12 months of stock. The number of deliveries included in the framework contract will be subject to the procurement timing agreed with the supplier and consumption rate.  The procuring entity reserves the right to accelerate or delay the deliveries according to the consumption progress of products under the contract agreement. Each Purchase order will be managed separately in line with the contract terms. The timing of deliveries will be determined at the contract signature and subject to adjustment according to level of consumption, subject to the Supplier's prior written approval.  Each Purchase order will be subject to acceptance conditions of partial equal to provisional and final acceptance. The partial or provisional acceptance will be held after delivery and final acceptance will be held after one year of warranty for products having a shelf-life of more than 12 months or at the end of the shelf life of the delivered goods.  **Delivery period**  Delivery period covers the period required for production if any, purchase, multimodal transport up to MAGERWA (GIKONDO or KIGALI INTERNATIONAL AIRPORT), clearing and delivery to MPPD warehouse in case of DDP. The clearing process will be conducted by RBC/MPPD within 7 days upon official communication from the supplier showing the “avis d’arrivee” or goods arrival in case of the CIP INCOTERM. The clearing time will be deducted from the delivery period. The supplier agrees to deliver within 3 months upon the date of Supplier's reception of the purchase order. |
| **Acceptance conditions** | **Partial equal to the provisional acceptance session**   1. Partial or Provisional acceptance report will be made within 20 days after the notification of arrival of goods and clearance process of 7 days. 2. Proposed timing period: 20 days upon reception of notification that goods are arrived at MPPD and clearing of process. The notification must be sent in official written notice by the supplier.     The partial acceptance report will contain administrative, technical (85% of shelf life and 75% remaining shelf life for the products with equal to or less than two years shelf life, or any other shelflife accepted by the Procuring Entity) and financial aspects on the contract agreement and PO condition. The report will be issued and acted only after the supply of total quantity of the PO. No partial deliveries in one PO are allowed unless agreed upon by both parties before shipment.  If it appears that there substandard quality, the inspection team should recommend complaining to the supplier that he will bear all costs related to damages caused by the rejection according to the public procurement law N° 05/2013 of 13/02/2013 modifying and completing the law N° 12/2007 of 27 March 2007.  In the case of breach of Purchase Order, the supplier will bear the additional cost necessary for the completion of contract and 1% for the Backup PO.  Recurrent problems on quality up to 3 times of purchase order within the contract agreement may constitute a breach of contract and lead to contract termination.  **Final acceptance**  After the warranty period of 12 months after provisional acceptance, the supplier shall give written notice to the client after correcting any imperfection in order to get the final acceptance of goods that will be made not later than 15 days from the date of the request by the supplier. There will be established after the reception, a report indicating any reservation or observation to correct. Upon approval of final acceptance, a completion certificate will be issued to the supplier. |

**Special Conditions of Contract**

Vaccines

(Additional Clauses)

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| The below data should be included in the Special Conditions of Contract for the procurement of vaccines. | |
| GCC 13.1 | ***For Goods supplied from abroad****:*  (ix) one copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.  (x) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.  (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.  ***For Goods from within the Procuring Entity’s country:***  (x) one copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped. |
| GCC 28.1 | ***[Sample clauses]***  The Procuring Entity reserves the right to request evidence of bio-availability and/or bio-equivalence data and/or evidence of the basis for expiration dating and other stability data concerning the Goods to verify shelf life claimed for the Goods.  If an adverse event following immunization (AEFI) occurs in the Procuring Entity’s country and the cause of such event cannot be immediately established, the Procuring Entity will, with all urgency and in accordance with the procedures laid down by the NCA of the Procuring Entity’s country, take steps to advise the Supplier in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down by the WHO for such situations will be used. |

**Special Conditions of Contract**

Condoms

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| The below data should be included in the Special Conditions of Contract for the procurement of condoms. | |
| GCC 13.1 | ***For Goods supplied from abroad****:*  (ix) original copy of quality control tests for each consignment as stated in SCC 26 hereafter.  (x) original copy of the certificate of inspection furnished to Supplier by nominated inspection agency and six copies  *[ where separate inspection is required ].*  **For Goods from within the Procuring Entity’s country:**  (ix) certificate of in-house analysis. |
| GCC 26.4 | (d) *The Supplier shall test batches of Goods ready for shipment in accordance with the WHO specification. The size of the sample for testing will be calculated by reference to ISO2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of such tests.* |

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| Section IV. Contract Forms |

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

1. Performance Security

**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 Procuring Entity ]*

**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 beneficiary, 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]](#footnote-1)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]](#footnote-2)2, and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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

2. Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Procuring Entity]*

**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 Beneficiary, 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][[3]](#footnote-3)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:

* + 1. has used the advance payment for purposes other than toward delivery of Goods; or
    2. 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]*.

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.

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*[signature(s)]*

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

1. *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.* [↑](#footnote-ref-1)
2. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity 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 Procuring Entity 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 [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.”* [↑](#footnote-ref-2)
3. 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 Procuring Entity.* [↑](#footnote-ref-3)