



CAISSE SOCIALE DU RWANDA

BP : 250 KIGALI-RWANDA

TENDER DOCUMENT: N°33/ S / CSR / 2010

TITLE: PRODUCTION OF THREE FILMS DOCUMENTARY, A RADIO SPOT, TV COMMERCIAL, A BRIEF VIDEO AND PRINTING 100 COPIES OF ANNUAL REPORT 2008, 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008 AND 10,000 COPIES OF “GUIDE TO SOCIAL SECURITY”.

FUNDING: RWANDA SOCIAL SECURITY FUND

CLIENT: RWANDA SOCIAL SECURITY FUND

PACKAGING: 3 DIVISIBLE LOTS

LOT1: PRINTING 100 COPIES OF ANNUAL REPORT 2008, 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008 AND 10,000 COPIES OF “GUIDE TO SOCIAL SECURITY”

LOT 2: PRODUCTION OF THREE FILMS DOCUMENTARY

LOT 3: A RADIO SPOT AND TV COMMERCIAL AND A BRIEF VIDEO



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TENDER NOTICE: N° 33/ S / CSR / 2010

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FUNDING: RWANDA SOCIAL SECURITY FUND

Rwanda Social Security Fund (CSR) invites all interested bidders specialized in that area to submit their offers for providing the above mentioned services. The tender is composed of three divisible lots as follow:

LOT 1: PRINTING 100 COPIES OF ANNUAL REPORT 2008, 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008 AND 10,000 COPIES OF “GUIDE TO SOCIAL SECURITY”

LOT 2: PRODUCTION OF THREE VIDEO DOCUMENTARIES

LOT 3: PRODUCTION OF A RADIO SPOT, TV COMMERCIAL AND BRIEF VIDEO

The tender document may be obtained from the Office of Rwanda Social Security of Fund, P.O Box 250 Kigali, Tel: 0252598400/ 0255109933, Fax: +250 584445, e-mail: procurement@csr.gov.rw, Department of Human Resources and Administration on working days upon presentation of a prepaid bank slip of a non refundable fee of **ten thousand Rwanda francs (10.000 RwF)** deposited on the account N° **040 – 0281146 – 73**, opened at Banque de Kigali.

Proposed offers in sealed envelopes, presented in 3 copies, one of which is marked original and two copies, should be delivered to the following address: The Director General of CSR, P.O Box 250 Kigali and should be marked as follows:

TENDER NOTICE: N° 33/ S / CSR / 2010

PRODUCTION OF THREE FILMS DOCUMENTARY, A RADIO SPOT, TV COMMERCIAL, A BRIEF VIDEO AND PRINTING 100 COPIES OF ANNUAL REPORT 2008, 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008 AND 10,000 COPIES OF “GUIDE TO SOCIAL SECURITY”. “ TO OPEN IN PUBLIC SESSION”

The Final submission of envelopes is scheduled on **8th April 2010 at 9:00 am** (7.00 GMT) in the Department of Human Resources and Administration (1st floor) at Kacyiru.

The Opening of envelopes will take place the same day **at exactly 9: 30 am** (7.30 GMT) in the meeting room of CSR.

Done at Kigali, on

GAPERI K. Henry
Director General

I. ADMINISTRATIVE CLAUSE

1. OBJECT AND NATURE OF THE TENDER

The Rwanda Social Security Fund hereby invites eligible bidders to submit their offers in sealed envelopes for production of three films documentary, a radio spot, TV commercial, a brief video and printing 100 copies of annual report 2008 and 100 copies of statistical bulletin 2008.

2. DIVISION OF LOTS OF THE TENDER

LOT 1: PRINTING 100 COPIES OF ANNUAL REPORT 2008, 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008 AND 10,000 COPIES OF “GUIDE TO SOCIAL SECURITY”

LOT 2: PRODUCTION OF THREE FILMS DOCUMENTARY

LOT 3: PRODUCTION OF A RADIO SPORT, TV COMMERCIAL AND BRIEF VIDEO

Bidders may choose to bid for one or all of the Lots depending on their capacity. There will be no division of price for the tender document if the bidder decides to choose one lot.

3. PLACE OF EXECUTION AND DURATION OF SERVICE

3.1 The supplies of the present tender notice will be delivered to the Headquarters of the SSFR.

3.2 The time frame is fixed **30 days, 45 days and 30 days maximum for lot 1, 2 and 3 respectively, since the dates of reception of purchase order/signing the contract**, however short duration will be an advantage.

4 INCREASE OR DIMINUTION OF QUANTITIES

The CSR Administration shall reserve the right to increase or diminish the magnitude of the services according to needs up to 20% of the amount of the tender through a recorded delivery letter addressed to the supplier to make him aware of the modification, in the same way, it has the right of not giving an answer to the present call for tender.

5. PRESENTATION AND LANGUAGE OF SUBMISSION OF OFFERS

Proposed offers in sealed envelopes, well printed and properly bound, for fear of being rejected, presented in 3 copies, in either English or French, one of which is marked original and two copies, should be delivered to the following address:

The Director General, CSR, P.O Box 250, Kigali. Final submission of envelopes is scheduled on the date mentioned in tender notice in the Department of Human Resources and Administration at Kacyiru (1st floor).

The copies will be put into an envelope called « inner envelope » bearing the name and the address of the company. The latter will be also put in another envelope called « outer envelope » bearing in addition to the reference number of the tender notice and marked as follows:

PRODUCTION OF THREE VIDEO DOCUMENTARY, A RADIO SPOT, TV COMMERCIAL, A BRIEF VIDEO AND PRINTING 100 COPIES OF ANNUAL REPORT 2008, 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008, 10,000 COPIES OF “GUIDE TO SOCIAL SECURITY”.

“TO OPEN IN PUBLIC SESSION”.

<< TO OPEN IN PUBLIC SESSION >>

6. BID SECURITY FOR TENDER

The bid security of successful bidder shall be returned upon the signature of the tender, and against the submission of the performance bond provided for by clause 8.

Bid security can be seized:

- (a) if the bidder:
 - (i) withdraws his or her bid during the validity duration specified in his or her bid; or
 - (ii) does not accept the correction of miscalculations;
- (b) in case the bidder obtains the tender; if the latter:
 - (i) fails to perform his or her obligation to sign the contract
 - (ii) fails to perform his or her obligation to deposit the performance bond provided for by clause 8.

7. ADDITIONAL INFORMATION

Additional information relating to this tender notice will be obtained from the Department of Human Resources and Administration (1st Floor), P.O Box 250 Kigali, Tel.:0252598400, Fax: +250 584445, E-mail: procurement@csr.gov.rw.

8. PERFORMANCE BANK BOND

8.1 Within 7 days following the date of the reception of the notification of award by the buyer, the successful bidder shall provide the performance bond fixed to 10%, of the total amount of the tender, using the model of the performance bond included in the tender document (see the model of bank performance bond included in the present tender document)

8.2 Failure for the retained bidder to comply with provision 8.1 above shall constitute a sufficient motive of cancellation of the tender and the seizure of the performance bond, in which case the buyer may award the tender to the bidder whose bid cost is evaluated as the lowest, he/she may also give the tender to the second or call for new tender.

9 DOCUMENTS GOVERNING THE TENDER

The tender to be concluded is governed by the Public Procurement law in the Republic of Rwanda except modifications provided for in the present tender document.

10 ADJUDICATION FILE

The adjudication file is made up of the following documents:

- a) An invitation for bid
- b) A list of administrative clauses
- c) The technical specifications
- d) Documents to be submitted by the bidder (see clause 12)

11 THE CURRENCY OF THE BID

The bids may be presented in local currency (Rwandan francs) or in any convertible currency for foreigner companies and the change rate will be given by the National Bank of Rwanda on the opening date.

12 DOCUMENTS TO BE SUBMITTED BY THE BIDDER

The bidder must compulsorily provide the following documents:

- (i) A bid dully signed, dated and sealed ;
- (ii) A copy of trade licence ;
- (iii) A certified valid copy of Tax Clearance Certificate from the Rwanda Revenue Authority;
- (iv) A certified valid debt clearance Certificate issued by the Social Security Fund of Rwanda;
- (v) A bid guarantee of 200,000 Rwf, 500,000 FRW and 200,000 frw for lot 1, 2 and 3 respectively.
- (vi) At least two references of similar services rendered before (written testimonials from clients are mandatory)

13 EVALUATION OF BIDS

13.1 Clarifications relating to the bid

In order to facilitate the examination, evaluation and the comparing of the bids, the CSR Administration has full latitude to request the bidder to provide clarifications regarding his/her bid.

The request of clarifications shall be in writing, so shall be the reply. No price change shall be asked, offered, or granted.

13.2 Preliminary examination

The CSR Administration shall examine the bids to determine if they are comprehensive, if the required guarantees have been provided, if the documents have been correctly signed, if the bids comply mostly with the tender document and admissible.

NB: The lack or the invalidity of one of the documents required by article 12 above, leads to the disqualification of the bid

13.3 Evaluation and comparison of the bids

- The admissibility criteria of a bid are: Those provided for in article 12.

- Technical conditions are:

The compliance to the terms of reference of the present tender document

13.3 Choice of the bidder

The tender shall be granted to the bidder whose offer will be deemed compliant with the tender document, after examination of all documents required and which shall have met all criteria for technical conformity of the tender document, and all conditions relating to the comparing advantage of quality/cost based relation.

14 GUARANTEE

The supplier guarantees produced reports are compliant with the most recent model and contain all innovations regarding conception and technical materials used.

Moreover, the supplier guarantees that the supplies shall not contain any latent defect of conception, of manufacturing nature or resulting from the used materials.

The Service provider shall repair or replace the supplies or the defected parts, without any payment from the buyer except, if in case it arises.

15 PRICE MODIFICATION

The invoiced price from the supplier shall remain unchanged during the execution of the tender regarding the prices indicated in the bid. They are binding and unchangeable for all the duration of the contract.

16 DELAY PENALTIES

Every delay in the execution due to the fault of the supplier shall be reprimanded by a fine of 1/1000 of the amount of the tender for each calendar day of delay.

The total amount of penalties may not exceed 10% of the amount of the tender. However, the buyer can take any other appropriate decision in case of delay.

17 HIERARCHY OF DOCUMENTS

The contract documents constituting the tender prevail ones on others in the following order, in case of contradictions between them:

- a) The contract of the supplier
- b) The tender notification
- c) The bid
- d) The present tender document
- e) The regulations & procedures of public procurement in force in the Republic of Rwanda.

The contract between the administration and the supplier constitutes the main document governing the present tender.

18 TERMINATION FOR NON EXECUTION

18.1 The Administration may terminate the tender without prejudice to other ways of appeal resulting from the tender.

- a) If the service provider fails to render any service in the duration(s) specified in the tender or in any of the additional clauses agreed by the buyer.
- b) If the service provider fails to perform any other of his or her obligations related to the tender.

18.2 When the buyer terminates the tender in entirety, the administration may acquire under the conditions and through ways suitable to it, supplies of the nature of those which were not delivered. In that case the service provider shall be held responsible for any extra cost resulting from those services. However, the service provider shall continue the execution of the tender if it is not terminated.

19 DISPUTES' SETTLEMENT

19.1 The buyer and the service provider shall make all necessary efforts to reach an amicable agreement, on disputes or litigations which may occur between them along the execution of the tender.

19.2 If in two (2) weeks after the launch of negotiations for an amicable agreement, the buyer and the service provider have been unable to reach an agreement, the dispute shall be referred to the Kigali City Court.

20 PAYMENT

The bidder will be paid after total delivery. But in case where the bidder is requesting an advance payment, the awarded bidder shall provide a bank guarantee in favour of the Rwanda Social Security Fund francs equivalent to the due advanced payment.

II. TECHNICAL SPECIFICATIONS AND TERMS OF REFERENCE

Lot 1: PRINTING 100 COPIES OF ANNUAL REPORT 2008 AND 100 COPIES OF ANNUAL STATISTICAL BULLETIN 2008.

1. PRINTING ANNUAL REPORT 2008

N0	Description	Precision
1	Number of copies	100 copies
2	Color	Full color
3	Number of pages	54 (excluding cover page)
4	Paper size/weight (interior pages)	135 gm
5	Paper size/weight (cover pages)	250 gm
6	Dimension	21x27cm
7	Finishing	UV varnished
	Binding	Saddle stitching
8	The document to be printed is available. However any additional necessary design, layout and printing will be done by service provider.	Final work to be approved by CSR before producing all copies

2. PRINTING ANNUAL STATISTICAL BULLETIN 2008

N0	Description	Precision
1	Number of copies	100 copies
2	Color	Full color
3	Number of pages	28 (excluding cover page)
4	Paper size/weight (interior pages)	135 gm
5	Paper size/weight (cover pages)	250 gm
6	Dimension	21x27cm
7	Finishing	UV varnished
	Binding	Saddle stitching
8	The document to be printed is available. However any necessary additional design, layout and printing will be done by service provider.	Final work to be approved by CSR before producing all copies

3. PRINTING “ GUIDE TO SOCIAL SECURITY”

N0	Description	Precision
1	Number of copies	10,000 copies
2	Color	Full color (ink printing)/ quadricomie
3	Number of pages	96 (excluding cover page)
4	Paper size/weight (interior pages)	90 gsm (glossy/couché)
5	Paper size/weight (cover pages)	250 gm (glossy/couché)
6	Dimension/format	A5
7	Finishing	UV varnished

	Binding	With thread and glue/cousue collé
8	The document to be printed is available. However any necessary additional design, layout and printing will be done by service provider.	Final work to be approved by CSR before producing all copies

LOT 2: PRODUCTION OF THREE VIDEO DOCUMENTARIES

1. TERMS OF REFERENCE FOR THE PRODUCTION OF TWO DOCUMENTARY (1) ON THE NEW SOCIAL SECURITY POLICY AND (2) ONGOING REFORMS BEING UNDERTAKEN BY CSR.

A. Background information

Since 2006, CSR is undergoing reforms to make in a sustainable organization able to spur Social economic development in Rwanda. However, there have been challenges of Social security remission on part of the employers, contributions are at their lowest compared to the total number of productive population.

The Fund communication strategy seeks to encourage the Rwandan population appreciates the importance of Social security to individuals now and during retirement. The information is targeted to the general population, but enforces to decision makers and employers to consider the dangers of not being covered by social security. We also seek to communicate with key public agencies the formal and informal sectors.

The communication seeks to celebrate the success and progress of CSR in its key core duties show policies that have great positive impact and benefits to the population. Our communication also seeks to show success stories and build reputation of CSR and place it as a corporate in Rwanda.

B. Objectives

The main objectives of the Film documentary will be:

- Highlight the importance of Social Security.
- Build public awareness of the Social Security beneficiaries.

C. Overall time frame and duration

The production of the films documentary is to be completed over the period of 45 days from the day of signing the contract.

D. Main tasks and responsibilities of Producer:

- To develop a detailed production plan for two films documentary
- To develop script on the films documentary
- To collect images for the production of the Films
- Footage
- To edit films
- To finalise Films
- To produce Master copy of Films documentary

- To collect Video interviews
- Any other activity enabling the production of high- quality films documentary

One master copy of the documentary will be delivered on DVD, one on a professional master tape, two of Digital Betacam.

E. Language

The films documentary shall be in English.

F. Length

Each documentary shall be 25 minutes approx.

G. Technical qualifications criteria

A part from the administrative documents requested on the article 12 of present tender document, the bidders must meet the following technical criteria:

- Considerable experience in producing public information video films or TV programmes, relating to social and economic matters proved by at least two samples of films produced previously (Please submit CDs).
- Technical capacities to ensure smooth and good quality production (please submit the evidence for having at least one trained production staff and video production studio or a documented proof of an access to a rented video studio).
- Compliance to the given delivery time.

2. Terms of reference for production of film documentary on Gacuriro Estate project.

1. Background

The construction of the estate and all its components planned to be constructed in Gacuriro, Kinyinya, Gasabo District has as the main objective of gaining profit from of providing good standard and affordable residential houses which have the necessities in their proximity. The Gacuriro development is envisioned as beacon for contemporary Rwandese living in the 21st Century. In addition to going some way towards meeting the housing deficits in the country today, the proposal goes beyond to create a sustainable community that with a healthy environment to live, work play and learn. The Master plan consist of a mix of residential, institutional, recreational, educational and commercial areas. There is a mix of both luxury and middle class housing arranged in close proximity to each other to create diverse community. CSR is seeking, through this open competitive bidding, a Contractor to develop, in addition to the above mentioned two films, a film documentary to inform the community on the aforesaid projects.

2. Objectives

The main objectives of this Film documentary are:

- Highlight the commitment of CSR in making a positive contribution to the housing problem in Kigali;
- Build public awareness of good standard and affordable residential houses.

NOTE: Other requirements and conditions for this film documentary comply to those mentioned on previous films documentary as mentioned on points A, B, C,D,E,G above.

LOT 3: PRODUCTION OF A RADIO/TV ADVERT SPOT AND A BRIEF VIDEO

1. A radio spot and TV commercial

A radio spot and TV commercial should meet the following requirements and conditions:

- Should be 2 minutes maximum;
- The location of the shooting should be taken into consideration;
- Should be able to raise emotions and spur action for workers to follow up their contributions.
- Advert should feature catchy jingles (songs or melodies) or catchy phrases (slogan) that generate sustained appeal.
- Producer should be able to use humor as a tool in their creative production.
- Producer should present a creative synopsis.
- Should have back-up images ie models used in the production should represent the true characters; should be photogenic, etc...(for the TV commercial)
- Should be convincing ie ; Encourage employers to remitte money to Caisse Sociale.
- Language: The radio spot should be produced in Kinyarwanda only while the TV commercial should be produced in both Kinyarwanda and English.

2. A brief Video

This brief video should meet the following requirements:

- Should be between 7 minutes and 10 minutes.
- Making the viewer clearly understand all the operations of Caisse Sociale du Rwanda.
- Having strong audio and video appealing information.
- The video should be produced in English and subtitles translated in French.

Technical qualifications criteria

A part from the administrative documents requested on the article 12 of present tender document, the bidders must meet the following technical criteria:

- Considerable experience in producing the radio/TV spots and brief Videos relating to social and economic matters proved by at least one sample for each spot/video produced previously (Please submit CDs).
- Technical capacities to ensure smooth and good quality production (please submit the evidence for having at least one skilled spot/commercial/video production staff and video production studio or a documented proof of an access to a rented video studio).

- Compliance to the delivery period.

III. DOCUMENTS TO BE SUBMITTED BY THE BIDDER

1. BIDDING MODEL

DIRECTOR GENERAL
SOCIAL SECURITY FUND OF RWANDA
P.O. BOX 250 KIGALI

I the undersigned, Company Director or Dealer having the Head Office located at.....B.P. entered into the Trade Register Of Rwanda N° R.C.

Undertake to tender for, at a total amount including taxes and VAT of FRW (or equivalent in different currency) for:

Lot 1:

Lot 2:

Lot 3:.....

To be delivered to the destination in accordance with the attached prepaid bank slip for buying tender document.

I undertake to follow the bi-validity during a period of 90 days starting the submission closing date and to deliver, if bid awarded,..... within a period of starting the date the contract is signed.

Done at Date

Names and Profession

Signature and seal of the bidder

1. MODEL OF PRICE SLIP

Lot n°	Description of service	Quantity/Length	Unit price in FRw or other currency	Total price in Frw

NOTE: - The bidder shall fill in the table above without however altering quantities of the items that form the lot.

- Each bidder should indicate the breakdown of prices for each lot separately.

Done at, Date

Names and Profession

Signature and Seal of the Bidder

3. BID GUARANTEE MODEL

Date.....

Address.....

CONSIDERING THAT (*name of the Bidder*) hereafter designed "Bidder" has submitted his/her bid on (*date of the deposit of the bid*) for the supply of (*name and description of the supplies*) hereafter designed as "Bid".

We, (*Name of the Bank*) of (*name of the country*) having our Headquarters at (*address of the bank*) (hereafter designed as the "Bank", are held accountable to the owner for the sum (*mention the amount*) that bank commits itself to pay in full to the said project engaging itself, its heirs and its representatives. Signed and authenticated by the said Bank.

Onday of

CONDITIONS OF that obligation are the following:

- f) If the bidder withdraws his/her bid during the validity period stipulated by the bidder in his or her bid or
- g) If the bidder after getting the notification of the acceptance of his or her bid by the (*owner*) during the validity period:
 - (a) fails to sign or refuses to sign the contract, while he is asked to do so; or
 - (b) fails to provide or refuses to provide the bank with performance bond, as provided for in the bidders' instructions;

We commit ourselves to pay to the (*Owner*) an amount, up to the maximum of the sum above stipulated at the reception of his/her written request, without for the (*the Owner*) to be obliged to justify his/her request, taking into account however that in his/her request (*the owner*) shall be mentioned that the claimed amount is due to the fact that one of the above conditions, or all the two are fulfilled and shall specify which condition(s) is (are) concerned.

The present guarantee shall remain valid up to the 30th including, after the end of the validity period, every request of the (*Owner*) aiming to its claim shall be addressed to the Bank in that period.

Signature and the Stamp of the Guarantors

Signature and stamp of the bank

Function

4. BANK PERFORMANCE BOND MODEL

(Owner)
P.O. Box KIGALI

CONSIDERING THAT: (*Name and address of the supplier*), hereafter designed, as the "Supplier" is committed, in the execution of the Tender N° on2008, hereafter designed as "the contract" to supplying (*description of the supplies and services*).

AND THAT you have stipulated in that contract that the supplier shall provide you a performance bond of 10% issued by a recognised bank, of the amount hereafter stipulated as a guarantee of the execution of his/her obligations of good performance, as stipulated in the Contract.

AND THAT we have agreed to provide a guarantee to the supplier;

Consequently, we do hereby confirm that we are answerable to and responsible for you on the behalf of the Supplier, for the maximum amount of (amount of the guarantee in numbers and in letters) and we are committed to paying you, upon your first written request, declaring that the Supplier does not comply with the stipulations of the contract and without arguing and discussion, (any/all) sum(s) to extent of (amount of the bond), above stipulated, without having to provide proof or give reasons or motives for your request or for the amount above - mentioned.

The Present bond is valid up to2010 (30 days after the reception of the supplies).

Signature and the Stamp of the Guarantors
Signature and stamp of the bank

Function

5. CONTRACT MODEL

CONTRACT FOR THE ANNUAL SUPPLY OF SOLIDARITY MAGAZINE AND/OR THE PRODUCTION OF PHOTOS FOR ADVERTISEMENT ON BILLBOARDS

Between:

The Rwanda Social Security Fund, herein after referred to as the "Purchaser" or "Buyer" identified as **CSR** in abbreviation at the address of P.O Box 250 KIGALI, represented by its Director General,, on one hand;

And:

The company, herein after referred to as the «Supplier», at the address, represented by on the other hand;

The two parties hereby agree on the following:

Article one: Aim of the contract

The object of this contract is providing the service of..... which are described in the bid of

Article 2: Amount of the contract

The total amount of the contract is equivalent to Rwandan Francs (.....). The price includes all taxes and VAT.

Article 3: Price review

Prices quoted by the Supplier shall be fixed during the performance of the contract and not subject to variation on any cost. They shall remain firm and non adjustable.

Article 4: Variation in quantities of supplies

The Buyer reserves the right to increase or to decrease up to 20 % the magnitude of service and the Service provider is not supposed to obtain any kind of compensation.

In case of variation in quantities/services, through a written request and accordingly with conditions stipulated above, the varied amount to be paid to the Buyer will be calculated by applying initial unit pricing of the bid.

Article 5: Order of bid documents

In case of discrepancy between themselves, the documents constituting the Contract will prevail over the others in the following order:

1.Contract;

2. Notification letter;
3. Bid Submission and annexes;
4. The Tender Document;
5. The Public procurement regulations & procedures applied in the Republic of Rwanda.

Article 6: Source of funding

The supplies involved in this contract shall be financed by the Social Security Fund of Rwanda.

Article 7: Obligations of the supplier

The service provider undertakes to provide service in accordance with technical specifications/terms of references described in the Tender Document and with his Bid.

a. Guarantee of manufacture

The supplier should guarantee that the supplies to be provided are of the nearest model and have all the most recent design and enhancements. The supplier will also guarantee that the supplies are safely made at the level of design, fabrication or will have no hidden defect inherent to used materials.

The service provider will repair or replace supplies with defects upon notification from the buyer, on his own fees.

b. Delivery and supplies delivery documents:

Delivered supplies should be accompanied by the following commercial documents:

1. Packaging list/ DVDs;
2. Delivery documents;

c. Delivery of supplies

Supplies should be delivered to CSR Headquarter office located at Kacyiru in Kigali City as indicated in Tender Document.

The purchaser should be informed of the arrival of supplies, thus allowed arranging the reception of the supplies.

d. Performance bank security

Before the signing of the contract, the supplier should hand to the purchaser a performance bank/acceptable insurance company security estimated at 10 % of the total amount of the bid, in accordance with the format provided in the tender document.

1. The performance bank security is needed by the purchaser to cover all risks that would arise from poor performance or non performance of the contract on behalf of the supplier.
2. The performance bank security is not expected to generate interests and must be presented immediately after the purchaser has received and accepted the supplies.

Article 8: Delivery period

The supplier undertakes to deliver all supplies involved in this contract within a period ofafter the signing of the contract by two contracting parties. Partial delivery is not allowed.

Article 9: Liquidated damages in delivery delay

If the supplier fails to deliver any or all the supplies within the period specified in the contract, the purchaser, without prejudice to its remedies under the contract, will deduct from the contract price, as liquidated damages, a sum equivalent to 1/1000 of the contract price of the delayed products for each day of delay. However, the liquidated damages should not exceed 10% of the bid price; once that maximum has been reached.

Article 10: Obligations of the purchaser

The purchaser undertakes to allow the supplier to carry out his responsibilities in good conditions by providing him with all administrative documents needed in clearing the supplies free of charge.

The purchaser should make all required arrangements to put in place a commission in charge of receiving the supplies.

The purchaser will deliver a **certificate of acceptance** after receiving and verifying all the goods.

Article 11: Modes of payment

The payment will be processed at once 100% of the total amount of the bid, through a bank transfer, payable to the supplier's account n°.....,open atunder the name of..... The Invoice should be accompanied with the delivery note about the reception of the supplies in the tender.

Article 12: Interests on arrears of delay in payment

The payment shall be done within thirty (30) days after receiving the invoice. In case of delay in payment after the above mentioned period, the supplier shall have the right to claim delay compensation fees, equivalent to 1/1000th of the amount to be paid.

Article 13: Case of *force majeure*

The supplier will be saved from the seizing of the bid guarantee of contract performance or from liquidated damages, or from termination of contract for non performance reasons,

if , and in circumstances , the delay in performing contract or providing services or any other kind of failure to fulfill his obligations in relation to the performance of the bid is caused by a case of *force majeure*.

For this particular clause, case of *force majeure* indicates an, unexpected event escaping control from the supplier non reputable, neither to his fault, nor to its negligence.

In case of *force majeure*, the supplier will notify, within 14 days after the occurrence of the case of *force majeure*, in a written letter addressed to the purchaser informing him/her about the existence of a case of *force majeure*, its causes, and the wish of the supplier in continuing the performance of the contract.

Article 14: Termination of contract

The purchaser, without prejudice to its remedies under the contract, has the right to notify in writing to the supplier the total or partial termination of the bid:

1. If the liquidated damages have reached the fixed ceiling as stipulated in article 9 as mentioned above;
2. If the supplier fails to deliver the goods, two (2) weeks after the expected delivery date of the products.
3. If the supplier fails to deliver any or all the products or to fulfil any other commitments regarding the bid according to the technical specifications provided in the Tender Document;
4. If the supplier has gone bankrupt or is insolvent;
5. If the two contracting parties convene to end the contract;
6. If the purchaser proceeds to the total or partial termination of the bid;
7. If he can acquire, in the same conditions and in the way suitable to him the supplies similar to those which were not delivered;

If the contract is terminated for non performance reasons, the supplier will be responsible for the cost of any additional acquisition to the purchaser. However, the supplier will continue to perform the work as long as the former is not terminated.

Article 15: Settlement of disputes

The two parties will try any required effort to settle amicably any disagreements and disputes that might occur during the implementation of the contract between them.

Failure to reach an agreement, after two (2) weeks of negotiations between the two parties, the case shall be referred to the competent jurisdictions.

Article 16: Applicable law

This contract shall be construed and governed by the laws of the Republic of Rwanda.

Article 17: Modification of contract

Any provision included in this contract shall not be modified or changed except by the agreement between the two contracting parties.

Article 18: Address of the contractors

All notifications and correspondences made between the contracting parties in respect of the performance of this contract will remain firmly valid and be sent to the following addresses:

THE PURCHASER:

Rwanda Social Security Fund

P.O BOX 250 Kigali

Tel: (250) 598400 Fax: (250) 584445

THE SUPPLIER:

COMPANY.....

P.O BOX

TEL: FAX:

Article 19: Effective date of the contract

This contract comes into force from the date of signature by the two contracting parties. It is established in two (2) original copies, each party admitting having withdrawn its own.

Done at Kigali, on this day of /..... / 2010

On behalf of the Purchaser

On behalf of the Supplier

CSR

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Signature.....

Signature.....