



CAISSE SOCIALE DU RWANDA

BP : 250 KIGALI-RWANDA

TENDER NOTICE: N°30/F/CSR/2010

TITLE: SUPPLY AND INSTALLATION OF SAN, HP SERVERS SPARES AND HP NOTEBOOK PARTS AND LIBRARY SYSTEM

FUNDING: SOCIAL SECURITY FUND OF RWANDA (SSFR)

The SSFR invites all interested bidders specialized in that area to submit their offers for the supply and installation of SAN, HP servers Spares and HP notebook parts and Library system. The tender is divided in two lots as follows:

Lot 1: Supply and installation of SAN, HP servers Spares and HP notebook parts.

Lot 2: Supply and installation of library system.

The tender document may be obtained from the Office of the Social Security Fund of Rwanda, Department of Human Resources and Administration (1st Floor) P.O Box 250 Kigali, Tel.: 0252598400, Fax: +250 584445, upon presentation of a prepaid bank slip of a non refundable fee of Ten Thousand Rwandan francs (10 000 Rwf) deposited on the account **040 - 0281146 - 73**, opened at Banque de Kigali.

Well bound and sealed bids presented in 3 copies one of which marked original and two copies will be deposited in HR&A department (1st Floor) on the **February 25th 2010** not later than **10:30 a.m. (8:30 GMT)** and they will be opened the same day **at 11:00 am.**

Done at Kigali, on 25/01/2010

GAPERI K. Henry
DIRECTOR GENERAL

TENDER NOTICE: N° 30/F/CSR/2010

**TITLE: SUPPLY AND INSTALLATION OF SAN, HP SERVERS SPARES
AND HP NOTEBOOK PARTS AND LIBRARY SYSTEM**

FUNDING: SOCIAL SECURITY FUND OF RWANDA

CLIENT: SOCIAL SECURITY FUND OF RWANDA

January 2010

1. ADMINISTRATIVE CLAUSE

1. OBJECT AND NATURE OF THE TENDER

The SSFR hereby invites eligible bidders to submit their offers in sealed envelopes for the **supply and installation of SAN, HP servers Spares and HP notebook parts and Library system**

2. DIVISION OF LOTS OF THE TENDER

The tender is divided into 2 lots as mentioned in invitation to tender.

3. PLACE OF EXECUTION AND DURATION FOR DELIVERY

3.1 The supplies of the present tender notice will be delivered to the Headquarters of the Social Security Fund of Rwanda.

3.2 The duration of delivery is fixed to one month maximum, however short duration will be an asset.

4. FORM OF THE TENDER AND DURATION OF COMMITMENT

4.1 The bidder will indicate on the Note slip the detailed adequate estimated cost, joined to the present file, the unitary price and the total amount of the supply offer that he or she proposes to deliver in the execution of the present tender.

4.2 The prices offered by bidders shall remain unchanged during the tender process and shall not be modified to any point. An offer presented with price revision clause shall be rejected.

4.3 Bidders shall remain bound by their bids for a 3 month's period as from the deadline fixed for the submission of files.

5 BID SECURITY FOR TENDER

- 5.1 In application of the clause 12 of the present List of requirements, the bidder shall provide the Bid security for each lot which will be part of his/her offer.
- 5.2 The bid security is necessary for the protection of the Public Administration against risks resulting from the bidder's conduct which would account for the seizure of the said bid security, in application of the paragraph 5.6, below.
- 5.3 The bid security shall be paid in national currency or in a convertible currency and shall be presented in one of the forms hereafter according to the choice of the bidder:
- a) Bid security issued by a recognized Bank in the form provided for in the present tender file and valid for a period exceeding 60 days, the validity period of tenders; or
 - b) Bid security issued by a recognized Insurance company, under the same conditions as on point (a) above.
- 5.4 Any offer which is not supported by the bid security provided for in paragraphs 5.1 and 5.3 shall be dismissed as being not complying with the provisions of the present tender document.
- 5.5 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.
- 5.6 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.

The prospective firm bidders shall submit their bids, in French or English in 3 copies, one of which is original and 2 copies of the original, and marked "original" or "copy" accordingly. The bids shall be put in an envelope called "inside envelope" mentioning the name and address of the firm. That envelope shall be put in another envelope called external envelope on which, in addition to a reference number of the bid document, shall be written the following:

EXECUTIVE DIRECTOR OF SSFR

P.O BOX 4276 KIGALI

TENDER NOTICE: N°30/F/CSR/2010

BIDS FOR **SUPPLY AND INSTALLATION OF SAN, HP SERVERS
SPARES AND HP NOTEBOOK PARTS AND LIBRARY SYSTEM**

"TO BE OPENED ONLY IN PUBLIC SESSION

Well printed bids, properly bound, for fear of being cancelled, shall be addressed to the SSFR before the hour indicated in the tender notice.

ADDITIONAL INFORMATION

Additional information relating to this tender notice will be obtained from the SSFR, B.P 250 Kigali Phone: 025258800 Fax: 025258445

7 PERFORMANCE BANK BOND

7.1 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)

7.2 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.

8 DOCUMENTS GOVERNING THE TENDER

The tender to be concluded is governed by the General Application Terms of reference in the Republic of Rwanda except modifications provided for in the present tender document.

9 ADJUDICATION FILE

The adjudication file is made up of the following documents:

- a) An invitation for bid
- b) A list of administrative clauses
- c) A technical specifications
- d) Documents to be submitted by the bidder (see clause 11)

10 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.

11 DOCUMENTS TO BE SUBMITTED BY THE BIDDER

The bidder must compulsorily provide the following documents:

- (i) A list of submitted documents ;
- (ii) A bid dully signed, dated and sealed ;
- (iii) A copy of trade licence ;
- (iv) A Tax Clearance Certificate from the Rwanda Revenue Authority;
- (v) A valid clearance Certificate issued by Social Security Fund of Rwanda;
- (vi) A bid guarantee of 800.000 Frw lot 1 and 200.000Frw lot 2.
- (vii) Manufacturer Authorization of the product directly from Manufacturer (Not from another Vender / distributor) (*Mandatory for lot 1 only*)**
- (viii) At least one similar reference for the installation of the same products (*Mandatory for lot 1 only*)**
- (ix) CVs of Certified staff who are going to install the spares in the server and the installation of the server (minimum one CV; having more than 1 certified staff is an advantage). Knowledge of**

Oracle database installation is a crucial advantage as the server host oracle database.
(Mandatory for lot 1 only)

12 EVALUATION OF BIDS

12.1 Clarifications relating to the bid

In order to facilitate the examination, evaluation and the comparing of the bids, the 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.

12.2 Preliminary examination

The 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 the documents required by article 11, 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 11.

-Technical conditions are:

The compliance to the specifications of the present tender document.

13.4 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.

13 GUARANTEE

The supplier guarantees that the supplies to deliver 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.

That guarantee shall remain in force for 12 months after deliverance of the supplies or any of its components, at their final destination, as stipulated in the tender.

The buyer shall quickly notify to the supplier in writing any claim subjected according to this guarantee.

After the reception of such a notification, the supplier shall repair or replace the supplies or the defected parts, without any payment from the buyer except, if a case arises the cost of deliverance for internal transport from the port or the place of entrance to the final destination place, of the supplies or the repaired or replaced parts.

14 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.

15 INCREASE OR DIMINUTION OF QUANTITIES

The public administration shall reserve the right to increase or diminish the quantity of the supplies 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.

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.

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 bid
- c) The tender notification
- d) The present tender document
- e) The General Application Terms of Reference 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 NONEXECUTION

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

- a) If the supplier fails to deliver one or all the supplies in the duration(s) specified in the tender or in any of the additional clauses agreed by the public administration.
- b) If the supplier fails to perform any other of his or her obligations related to the tender.

19.2 When the Public Administration 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 supplier shall be held responsible for any extra cost resulting from that acquisition. However, the supplier shall continue the execution of the tender if it is not terminated.

19 DISPUTES' SETTLEMENT

19.1 The public administration and the supplier 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 public administration and the supplier 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 Social Security Fund for Rwanda equivalent to the due advanced payment.

II. TECHNICAL SPECIFICATIONS

Lot 1

1. Storage system (4 TB SCSI AT HEAD QUARTERS & 4 TB SATA AT Disaster Recovery site)

Maximum raw capacity: 68TB

Maximum disk drives: 68

Dual controllers: Yes

Cache memory (Active-active controller configuration): 2GB

Maximum Fibre Channel ports: 4

Maximum Ethernet ports: 4

Storage protocols: FCP, iSCSI, NFS, CIFS

Remote management (via LAN): Yes

SAN Protocol Support: Fibre Channel Protocol (FCP) for SCSI: fabric-attached and direct-attached; iSCSI

Network Protocol Support: NFS V2/V3/V4 over UDP or TCP, PCNFSD V1/V2 for (PC) NFS client authentication, Microsoft® CIFS, HTTP 1.0, HTTP 1.1 virtual hosts

Snapshot™ Copies: Up to 51,000 per controller

Snapshot Capability: Up to 255

Number of Supported Hosts: Up to 2 ports per controller configured as front-end (host) connectivity ports; Up to 4 directly connected servers per active/active configuration; Up to 24 SAN host connected servers **Reliability:** Redundant hot-swappable controllers, cooling fans and power supplies

Management: Full-duplex 10/100 Base-T Ethernet onboard console, diagnostic LED, Maintenance Center, SNMP, telnet, SSH, HTTP, Web (SSL), host scripting, e-mail alerts

Operating Systems Supported: Windows Server 2003, Windows XP, Windows Vista, Windows 7, Linux®, Sun™ Solaris™, AIX, HP-UX, VMware ESX

Internal Disk Drive Storage Interface: Serial Attached SCSI (SAS)

Disk Drive Storage Shelf Interface: Fibre Channel-Arbitrated Loop (FC-AL)

Power Supply/Cooling Fans: Dual, redundant, hot-pluggable, integrated power supply/fan assemblies (220V/110V)

AC Power/Max. Current: 100 to 120VAC/3.95A; 200 to 240VAC/1.9A

Thermal Rating: 1,167 Btu/hr (fully loaded shelf)

Operating Acoustic Noise: 58 dBA sound pressure (LpA) @ normal operating conditions (at 23°C and at sea level)

Height: 3.45" (8.76 cm), fits into 2U space

Data Availability: In order to prevent outages and maximize data availability, the storage solution must offer the following hardware features:

RAID - protected disk storage: *Should support two disk failures in a single RAID.*

Automatic recovery: In the event of a single disk failure, the system must bring a "hot spare" online and automatically rebuild the lost data using parity, without downtime or administrator intervention.

Universal "hot spare": To minimize cost and disk overhead, the "hot spare" should be universal, such that it can be shared and used to facilitate recovery by any RAID group within the system.

Dual Parity: The storage system MUST have the ability to recover from a double-disk failure without any performance impact.

Power and cooling redundancy: The system unit and RAID shelves should each have dual hot-swappable power supplies and cooling fans.

Upgradeable to eliminate single points of failure: Should have dual controllers in the primary site to avoid single points of failure.

Data consistency: In the event of a power failure, NFS, CIFS and HTTP operation logs must be stored in battery-protected Non-Volatile RAM in such a way as to safe-guard the entire operation and protect against data loss or inconsistency in the case of a write. When power is restored, the system should re-boot, then replay the logs from NVRAM and complete the write operation automatically.

Remote Mirroring: For disaster recovery purposes, the system should offer an optional means to mirror the complete file system(s) to another system at a remote location, non-disruptively, while online, using minimal bandwidth. The solution should be capable of replicating via IP network to the remote site.

Data Scalability: "On-the-fly" storage expansions/shrinking To facilitate data expansion without downtime, the system must allow the addition of disks and disk shelves, while it is online and available to users, without reconfiguring RAID groups.

Volume/File System Flexibilities: The storage system MUST have the level of flexibility to expand and shrink a file system on-the-fly without a complete or a partial downtime.

Performance scalability: The Client will have the ability to do a non-disruptive performance upgrade without data migration and with a minimum downtime. It is important to the client that new system will not replace our methods and force us to do additional training.

Data Storage management: The major focus of this project is to drive out on-going costs by re-structuring and simplifying the way we manage our continually expanding data resource. Therefore, the following requirements are the key to the project's justification.

User interface: The system should have a simple, easy to use, Graphical User Interface (GUI) accessible from any network attached client. An optional command line interface (preferred by some users) is considered beneficial.

Upgrades: Hardware and software upgrades To a production system should take no more than 5 to 10 minutes, with predictable boots and re-boots taking no more than 2 minutes.

Software Downgrades: To a production system with predictable boots and re-boots should take no more than 2 minutes.

Installation: Should be simple and straight forward taking no more than 2 hours once the hardware itself is mounted.

Data Recovery: Complete file system recovery In the event of a virus attack or other systemic corruption, the system must provide an option to restore the entire file system(s), within minutes/seconds, to an instance prior to the corruption, without tape.

Backup software that enables to take logical, physical backups and snapshots of different servers and store them on this storage: By design, the system must provide a means to enable backup to a SATA storage which might be not be necessary of the same brand. This msut be done anytime, without downtime or going offline

- Should have facility to see progress of a backup
- Wizards based administration and configuration
- Online backup agents
- Ability to configure automated backups for specific days within a month may be combined with standard frequency-based scheduling techniques for greater control over backup job initiation.
- Backup Solution should support high speed backups via SAN
- Should support backup to disks.

Storage should Support Backup for

Windows

Oracle

Linux / Unix

SQL

QUANTITY:

NUMBER OF DISK SAN OF 4TB = 2

Note : Connectivity between Storage & Servers - Fibre Chanel Switch with cables should be included in proposal

2 HP SERVER AND HP NOTBOOK SPARES

S/N	Description	Quantity
2.1 Spare for HP Server ML570 G4		
1	<u>Memory Board:</u> SPS-BD, Memory, ML570G4	1
2	<u>Memory:</u> 4 GB Dual-Rank PC3200,DDR2	4
3	<u>Processor:</u> Dual core 64bit Intel Xeon™ Processor 7120M (3.00GHZ, 4MB L3 Cache, 800MHZ FSB)	1
4	Fiber channel card	1
2.2 Spare for HP Server ML570 G3		
5	<u>Memory Board:</u> Board Memory Proliant ML570G3	1
6	<u>Memory:</u> 4 GB Dual-Rank PC3200,DDR2	4
7	<u>Processor:</u> 3.66GHZ, 1MB L2 Cache, with HeatSink	1
8	Fiber channel card	1
2.3 Spare for HP Notebook		
9	Lithium Batteries (minimum 2Hours) for HP530	30
10	Lithium Batteries (minimum 2Hours) for HP6720S	10
10	Power Adapter of HP530 and HP 6720S (18.5V, 3.5A	50
11	Laptop screen HP530	1
12	Laptop screen HP6720S	1
13	RAM (2GB) of Notebook HP530	10

Lot 2: Supply and installation of library system

Item	Specification	Qty
1	<p>SSFR is looking for a fully automated library system which will catalogue all the books and journals for library and offer stock control facilities i.e. the system should give a possibility of keeping track of which person has which book, how long the book has been lent out etc.</p> <p>SSFR should be able to enter the data into the system via a barcode scanner. This will allow us to rapidly digitize the entire library contents.</p> <p>The system must be integrated with a security scanner which should be able to detect barcodes and give off an alarm whenever it detects a book going through the scanners. The bidder must supply and install the entire system</p> <p>List of expected items:</p> <ul style="list-style-type: none"> • Library database software package complete with barcode scanner & wedge (For easy installation on standard PC hardware) • Professional hard-wearing library barcode Labels for Book I.D. (Self adhesive, printed with client library name) • Plastic Patron I.D. cards bearing barcode and unique number (White credit card format bearing client library name) • EM Library Security Systems <ul style="list-style-type: none"> (i) Dual Pedestal EM Detection System ---- 2P Standard System for single door exit (ii) EM Library Security Tail Tags -- Re/deactivateable, 165 mm (iii) Combined Re/Deactivator For EM Tail Tags --- Desktop unit 	1

III. DOCUMENTS TO BE SUBMITTED BY THE BIDDER

1. BIDDING MODEL

SOCIAL SECURITY FUND OF RWANDA

P.O. BOX 4276 KIGALI

I 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) materials for Supply Of Air Conditionner, Alcatel Frame Relay Modem Routers, Switches, Cisco Fast Ethernet Interface Card, Library System And Printer Multifunction to be delivered to the destination in accordance with the attached Prepaid bank slip for buying tender document

Undertake to follow the bid validity during a period of 120 days starting the submission closing date and to deliver, if bid awarded, equipment within a period of starting the date of signing contract.

Done at. Date

Names and Profession

Signature and seal of the bidder.

e) MODEL OF PRICE SLIP

Lot n°	Description (Technical spe- i cifications)	Origin of the product	quantity	Unit price in Frw or other currency	Total price VAT inclusive in Frw or other convertible currency

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

Done at, date

Names and Profession

Signature and Seal of the Bidder.

3. BID GARANTEE 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:

2. If the bidder withdraws his/her bid during the validity period stipulated by the bidder in his or her bid or
3. 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 No on ...2010, 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.

Signature and the Stamp of the Guarantors

Signature and stamp of the bank

Function

5. CONTRAT MODEL

<p>SOCIAL SECURITY FUND OF RWANDA</p> <p>CONTRAT N°</p>

CONTRACT FOR THE SUPPLY OF

Between the SOCIAL SECURITY FUND OF RWANDA
represented herein referred to as "Purchaser" or
"Buyer" on one hand,

And

The company, represented by,
here in referred to as « Supplier » on the other hand, in
order to supply and to install, here in
referred to as « Supplies»

It has been decided and agreed the following:

ARTICLE 1: AIM OF THE CONTRACT

The object of this contract is the supply

ARTICLE 2: AMOUNT OF THE BID

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

ARTICLE 3: PRICE REVIEW

Prices quoted by the Bidder 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 THE BID

The Buyer reserves the right to increase or to decrease at 20 % the quantity of the bid and the Supplier is not supposed to obtain any kind of compensation.

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

ARTICLE 5: ORDER OF BIDS DOCUMENTS

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

1. Supplier's contract;
2. Contract notification;
3. Bid Submission and annexes;
4. This special Tender Document;
5. The General Tender regulations applied in the Republic of Rwanda.

ARTICLE 6: SOURCE OF FUNDING

The supplies involved in this contract are financed by Social Security Fund of Rwanda.

ARTICLE 7: OBLIGATIONS OF THE SUPPLIER

The supplier undertakes to deliver supplies in accordance with technical specifications described in the Tender Document and with his Bid.

a. Guarantee of manufacture

The supplier should guarantee that the computer equipment to be provided are of the nearest model and have all the most recent design and technical 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.

This supplies fabrication guarantee should remain valid within a 12 months period after the reception of supplies by the Purchaser or his representatives.

The supplier undertakes also to provide (manpower) after sale service for free during a warranty period above mentioned.

The buyer will promptly notify to the supplier in written letter, any petition to make in regard to this guaranty.

After receiving such a notification letter, the supplier will repair or replace supplies or defected spares, on his own fees including the cost of transport from inside the port or the borders to the final destination, repaired or replaced supplies or spaces.

b. Delivery and supplies delivery Documents:

Delivered supplies should be accompanied by the following commercial documents:

Packaging list;

Delivery documents;

Copies of insurance certificate;

Catalogs and prospectus;

Custom documents;

Manufacturer's certificate ;

Opération and maintenance manuels etc....

c. Insurances

Supplies delivered for performance of this bid should totally covered by all kind of loss or damage arising from the supply, the transportation, and the delivery.

d. Delivery of supplies

Supplies should deliver to NSSF 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 to arrange arrangement of reception computer materials.

PERFORMANCE BANK SECURITY

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

The performance bank security is needed to by the purchaser to cover all risks that would arise from power

performance or non performance of the contract on behalf of the supplier.

The performance bank security is not expected to generate interests and must be presented in the following different periods:

5 % of the performance bank security after receiving supplies.

5 % of the performance bank security at the end of the 12 months warranty period.

ARTICLE 8: DELIVERY PERIOD

The supplier undertakes to deliver all computer equipment involved in this contract within a period of calendar days at maximum after the signing of contract by two contracting parts.

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 Administration, 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 namely 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 charged of receiving supplies.

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.....Invoice should be accompanied with minutes about the reception of computer equipment duly signed.

ARTICLE 12: INTERETS ON ARREARS OF DELAY IN PAYMENT

The payment should be done within 30 after receiving invoice. If there is delay in payment after the above mentioned period, the purchaser has the right to claim delay compensation fees, equivalent to 1/1000th of the rest total amount to be paid per a calendar day.

ARTICLE 13: CASE OF ABSOLUTE NECESSITY

Theo 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 absolute necessity.

For this particular clause «Case of absolute necessity» indicates an unexpected event escaping control from the supplier non reputable neither to his fault nor to its negligence.

In case of absolute necessity, the supplier will notify, within 14 days after the occurrence of the case of absolute necessity, in written letter addressed to the Purchaser informing about the existence of a case of absolute necessity, its causes, and the wish of the Supplier in continuing the performance of the contract.

ARTICLE 14: TERMINATION OF CONTRACT

The Administration, without prejudice to its remedies under the Contract, has the right to notify in written to the supplier the total or partial termination of the bid.

If the liquidated damages have reached the fixed ceiling as stipulated in article 9 above-mentioned.

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 ;

If the supplier has gone bankrupt or is insolvent ;

If the two contracting parts convene to end the contract.

If the purchaser proceeds to the total or partial termination of the bid, 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 bid as long as the former is not terminated.

ARTICLE 15: SETTLEMENT OF DISPUTES AND APPLICABLE LAW

The administration and the supplier will try any required effort to settle disagreements and disputes that would occur during the implementation of the bid between the two contracting parts in a friendly way.

Failure to reach, after two weeks after two weeks of negotiations, a friendly agreement between the administration and the purchaser, the case will be submitted to competent Authorities in the Kigali City.

ARTICLE 16: MODIFICATION OF CONTRACT

Any provision included in this contract cannot be modified or changed except by the agreement of the two contracting parts, signatories and after the announcement of the non objection on behalf of donors.

Article 17: ADRESS OF THE CONTRACTORS

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

THE PURCHASER:

Social Security Fund of Rwanda
P.O BOX 250 Kigali
Tel :

THE SUPPLIER:

COMPANY.....
P.O BOX
TEL: FAX:

ARTICLE 18: EFFECTIVE DATE OF THE CONTRACT

This contract comes into force starting from the date of its signing by the two contracting parts. It is established in four original copies, each part admitting having withdrawn to it his and not being able thereafter, to prevail itself of its loss or its destruction

Done at Kigali, on

On behalf of
The Purchaser

The Supplier