



Institute of Policy Analysis
and Research - Rwanda

Procurement procedures Manual

March 2015

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CHAPTER I: BACKGROUND AND INTRODUCTION

Section one: Introduction

Article 1:

The Institute of Policy Analysis and Research – Rwanda (IPAR-Rwanda) is established according to Law No:20/2000 of 26th July 2000 of non-profit making associations in Rwanda and granted a legal status under ministerial order No:52/11 of 30th March 2009 and the amendments thereon basing on law No:04/2012 of 17th February 2012 governing the organization and functioning of national non-governmental organizations in Rwanda, granted under the Ministerial order no:20/08.11 of 28th January 2012 altering and approving the legal representative of the association. IPAR-Rwanda's objectives include;

- i. Building and strengthening local capacities in public policy analysis and research and thereby assisting the Government of Rwanda and other stakeholders in the process of policy formulation, implementation and evaluation
- ii. Conduct policy research in strategic economic and social areas such as macro-economic issues, trade and industry, public finance, poverty alleviation, decentralization, human resources development, social welfare, environment and natural resources, agriculture and rural development
- iii. Build and information resource base on social-economic issues on Rwanda
- iv. Provide training in relevant research areas.
- v. Organize discussions for and inform the public on relevant policy issues

With this unique and imperative role in the country, IPAR-Rwanda functions involve procurement activities which may be highly specific in nature. Procurement Procedures must therefore be put in place to ensure that the operations are smooth to enable the realization of the institute's roles and objectives.

CHAPTER II: DEFINITIONS

Section 1: Definition of Procurement function

Article 2:

Under these instructions, the terms hereafter listed shall have the following meanings:

1. "Procurement function " refers to the procurement of non-services, works, goods and consulting services.
2. Internal Tender Committee means an organ entrusted by the management of IPAR-Rwanda, to support the procurement officer , in opening procurement bids, evaluation and recommendations for award of procurement contracts.
3. Procurement Officer is the staff in charge of the procurement function and signatory to the local purchase orders or buying orders.

CHAPTER III: THE DUTIES OF PROCURING ENTITY FOR IPAR- RWANDA

Section 1: Internal Procurement Process

Article 3:

- a) A requisition is raised by the end user according to the approved procurement plan.
- b) The requisition is checked and signed by the head of department within the approved procurement plan and budget scope.
- c) The requisition is forwarded to Administration and Finance Manager to verify the availability of funds and the budget line.
- d) The requisition with a budget threshold of below Frw 5,000,000 is approved by the Administration and Finance Manager or any other delegated authority.
- e) The requisition with a budget threshold above Frw 5,000,000 is forwarded to Executive Director or any other delegated person for approval
- f) The approved requisitions are then forwarded to Procurement Officer to initiate the procurement process.
- g) All goods, services and works costing below or equal Rwf 500,000 shall be concluded by the Procurement Officer, Accountant and Administration and Finance Director without the approval of the Internal Tender Committee. However, the supplies under this threshold must have a documented justification and shall be minimized as much as possible
- h) All goods, services and works which are above Rwf 500,000 shall be forwarded to the Internal Tender Committee (ITC) for evaluation and approval.
- i) Once approved, a buying order or a contract is raised. Purchases above the value of Rwf 1,000,000 shall necessitate a contract, whereas any purchases below the value of Rwf 1,000,000 may be finalized by a buying order
- j) The Executive Director or a designated official shall be responsible for signing all Contracts and buying orders.
- k) No procurement shall occur without the required prior approval as mentioned above
- l) Advance payment shall be made where applicable, supported by advance payment guarantee. However, in circumstances where the supplier is not willing to provide an advance payment guarantee, the Executive Director will determine the course of action depending on the needs of the Institute at the time



m) Delivery is made to the IPAR-Rwanda stores and Goods Received Note (GRN) is issued.

Section 2: Functions and duties of IPAR- Rwanda Internal Tender Committee

Article 4:

As a procuring entity, IPAR-Rwanda shall have the duty to set up the Internal Tender Committee, referred to as the “**Internal Tender Committee** “(ITC). Members of the committee shall be appointed by the Executive Director

Article 5:

Functions and duties of the **Internal Tender Committee (ITC)** shall be the following:

- Opening the bids
- Evaluating the bids
- Making award recommendations and decisions
- Responsible for disposal of IPAR Assets

The Procurement Officer shall be responsible for the management of the procurement process from the procurement planning phase to the contract execution.

IPAR-Rwanda may hire consultant(s) that can assist in the procurement process especially when the scope of the bid requires a particular expertise not available in the Institute.

Section 3: Composition of the Internal Tender Committee

Article 6:

The Internal Tender Committee shall be comprised of 5 to 7 members appointed for a three year term by Management of IPAR-Rwanda, renewable once.

The membership shall be composed of the chairperson, secretary and members.

CHAPTER IV: THE IPAR- RWANDA PROCUREMENT PROCESS

Section 1: Procurement Plan for IPAR-Rwanda activities

Article 7:

The Procurement Officer shall prepare IPAR-Rwanda's procurement plan for possible tenders to be run during a specific fiscal year. All relevant authorities shall be notified of these plans

Article 8:

Depending on the nature and importance of the tender and within due time, IPAR-Rwanda shall among others perform the following:

- i. Conduct necessary studies before any publication of the tender;
- ii. Select a suitable method for procurement;
- iii. Provide for mechanisms of contract management including, the evaluation of contract execution.

Section 2: Preparation of the bidding document

Article 9:

The preparation of the bidding document shall be the responsibility of the Procurement Officer with assistance from the requisitioning department/end user mainly regarding technical specifications or terms of reference

Where necessary and for technical reasons, IPAR-Rwanda may seek assistance from an expert at a specialized bureau.

Before any publication of tender, IPAR-Rwanda shall be sure that the funds for the execution of the tender are available.

Section 3: Bids opening

Article 10:

Bids shall be opened publicly where all bidders and prospective bidders shall be allowed to attend the opening session.

Bids shall be opened in the place, on the date and hour as specified in the bidding document.

Names and address for every bidder whose bid is opened, the amount of the bid as well as any other useful information shall be read out aloud and written down.

The bid opening and evaluation report is part of the procurement process report. This report shall bear signatures of members of the bid opening committee who also have to initial all the bids' pages.

The bid opening committee shall be comprised of at least three (3) members of the Internal Tender Committee (**ITC**)

Section 4: Evaluation of bids

Article 11:

Criteria on which the selection of bidders, technical value of their bids, tenders and what is based upon shall be set out in the bidding document in a clear, specific and objective manner as possible.

The evaluation and comparison of bids shall be done by the Internal Tender Committee of IPAR-Rwanda in a chronological order as follows:

- (i) Step one: administrative assessment;
- (ii) Step two: technical assessment;
- (iii) Step three: financial assessment.

During the bid evaluation process the requirements of one of the steps, in chronological steps described above has to be met in order to qualify to another step.

The evaluation and comparison of bids shall be based only on procedures and criteria set out in the bidding document.

The evaluation and comparison of bids shall be conducted in a transparent manner and respect professional secrecy. The evaluation and comparison report shall bear signatures of all members appointed to be on the evaluation committee. The Internal Tender Committee shall lawfully meet if two thirds (2/3) of its members are present.

The successful bidder shall be the bidder whose offer has been considered the most technically responsive and financially competitive.



In case this instruction differs from specific provisions of the funder's agreement, the evaluation of bidders and technical value of their bids shall be based upon criteria provided for in funder's agreement.

The Internal Tender Committee shall analyze and approve bids evaluation reports containing a summary of the evaluation and comparison of bids as provided for in these instructions.

Section 5: Local preference

Article 12:

Such local preference shall not be applied unless included in the bidding document.

Section 6: Timeline for bids evaluation

Article 13:

The evaluation of bids shall be conducted within the following time limits after the bids are opened:

- (i) a period not exceeding 45 days for open international tenders;
- (ii) a period not exceeding 14 days for restricted international tenders.
- (iii) a period not exceeding 30 days for open national competitive bidding
- (iv) a period not exceeding 14 days for restricted national tenders
- (v) a period not exceeding 7 days for request for quotations

Section 7: Notification of contract award

Article 14:

Before the expiry of the bid validity period, IPAR-Rwanda shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids evaluation for the Open National tender, Open International tender, Restricted National tenders and Restricted International tenders.

After the provisional notification, the bidders shall have seven (7) days in which to lodge a protest, if any, before a contract is signed with the successful bidder. If no complaints have been made the final notification shall be given to the successful bidder.

The notification shall be in a written form and specify at least names of IPAR-Rwanda the purpose of the tender, the full address of the successful bidder, the contract amount, the nature and amount of the performance security and its duration.

CHAPTER V: THE BIDDING DOCUMENT OF IPAR-RWANDA

Section 1: The language used in the preparation of bidding documents

Article 15:

The bidding documents shall be written in English, French or both.

Section 2: Contents of the bidding documents

Article 16:

The bidding document shall include sufficient details so as to ensure fair competition for all those wishing to submit their bids.

The bidding document shall include among others:

- (i) Goods, services and works subject to procurement and the delivery time limits;
- (ii) The general and specific conditions governing the contract including the performance security which may be paid before the contract is signed.
- (iii) The reference number assigned to the tender by IPAR-Rwanda for the purpose of procurement procedures;
- (iv) Instructions for the preparation and submission of tenders including the following:
 - a) The bid form;
 - b) The number of copies to be submitted with the original bid;
 - c) The bid security to be paid, if any, and its nature as well as the amount of such a security;
- (v) Qualification evidence provided by the bidder;
- (vi) An explanation of where and when tenders shall be submitted, a provision that tenders shall be opened within an hour after the submission and an explanation of where and when the tenders shall be opened;
- (vii) A statement that the opening session shall be attended by those bidders wishing to;
- (viii) A statement indicating the bid validity period;
- (ix) A statement indicating the period for price steadiness;
- (x) A statement of the variability of stated indicative quantity;
- (xi) The procedures and criteria for bids evaluation and comparison;
- (xii) A statement that IPAR-Rwanda may cancel the bid at any time before the signing of the contract in accordance with the existing laws.

Section 3: Special administrative clauses for bidding documents

Article 17:

The bidding document shall specify bid validity period.
Before the expiry of bid validity period, IPAR-Rwanda may request bidders to extend period.
IPAR-Rwanda shall give notice of such an extension to each bidder in writing

Article 18:

The bidding document shall specify the period for price steadiness.
The period for price steadiness shall not go beyond 12 months. However, beyond 12 months prices may be adjusted by the supplier with a reasonable justification; such adjustments shall have to be approved by the Internal Tender Committee.

Article 19:

The bidding document shall specify variability of quantities awarded.

At the time of notification, the total quantities to be awarded may be decreased or increased 20% at the most of indicative quantities provided for in the bid document.



CHAPTER VI: THE CONTRACT EXECUTION

Section 1: Content of procurement contract

Article 20:

The contract shall include the following details which are appended to the bidding document and which alleviate fears and risks for both parties to the contract identification of parties to the contract;

- (i) Names and addresses , telephone numbers and fax of parties to the contract;
- (ii) the subject matter;
- (iii) the provisions of these instructions;
- (iv) the list of contract documents in terms of their importance and priority;
- (v) price and the pricing method used;
- (vi) delivery or completion period and penalties for delays, if any;
- (vii) contract progress monitoring mechanisms and conditions for acceptance;
- (viii) payment modalities;
- (ix) insurance, securities required and compensation related matters;
- (x) provisions regarding contract termination;
- (xi) the type of budget from which payment shall be made;
- (xii) the name of the bank and account number for effecting payment;
- (xiii) modalities for dispute settlement.

Article 21:

After the tender award, a contract shall be prepared and signed, binding the two parties. This contract shall conform to the format provided for in the tender document.

For non-framework contractors, a contract signature shall be preceded by the issuance of performance security from the successful bidder for every contract award whose value is or more than Ten million Rwandan francs (Frw 10,000,000) following the format provided for in the tender document. However in circumstances where the successful bidder is not in position to issue the performance security or the period of processing the performance security may compromise the Institution's operations, a report shall be submitted to the management to determine the course of action

Article 22:

Any amendment to the contract shall be carried out in writing and signed by both parties.

The total quantities to be awarded may be decreased or increased by 20% at the most of indicative quantities provided for in the bid document.

Article 23:

Contracts shall be signed on behalf of IPAR-Rwanda by the Executive Director or any designated IPAR-Rwanda official.

Contracts funded by donors/funders shall be signed according to what is stipulated in the respective agreement.

Section 2: Monitoring of contract execution for goods, services and works for IPAR-Rwanda.

Article 24:

IPAR-Rwanda Procurement Officer shall establish contract progress monitoring mechanisms especially those relating to monitoring contract execution. Such monitoring shall be regular and strict in order to timely curb any contract execution risks.

Any suspension or failure which can jeopardize the contract execution shall immediately be reported to the finance and Administration manager

The monitoring carried out by the authority entrusted with the powers to do so shall vary from the verification of procedures to the monitoring of the quality of service contract execution.

Article 25:

The conduct of procurement proceedings by IPAR-Rwanda shall be subject to regular audit to check whether they comply with the legal framework set out in this instructions manual.

IPAR-Rwanda shall keep records for the conduct of procurement proceedings containing the following information for a minimum period of five (5) years from the period of final acceptance of goods, services, works and related services

- I. Bidding document;
- II. Bids;
- III. Bid opening and evaluation reports;
- IV. Tender award notification;
- V. the contract
- VI. Certificate of completion;
- VII. Any correspondence between procuring entity and bidders;
- VIII. Any other useful information, instructions and reports made

Archived procurement documents may be consulted from where they are kept by any authorized person wishing to do so.

Section 3: Confidentiality of information related to tenders of IPAR-Rwanda

Article 26:

It shall be strictly forbidden for IPAR-Rwanda staff members to disclose to any third party confidential or commercial information they came across due to their involvement in the procurement process or their contact with the people entrusted with the procurement process, whether for personal interests or other reasons

Details related to analysis, classification, evaluation and comparison of bids shall not be disclosed to bidders or to any other person who is not officially involved in the analysis, evaluation and comparison of bids.

The professional secrecy and confidentiality rule subjected to IPAR-Rwanda shall also apply to all those who, during the conduct of procurement procedures and contract execution, act on behalf of the procuring entity.

Article 27:

In addition to review and exercising the existing administrative sanctions, IPAR-Rwanda as a procuring entity may impose one or many following sanctions to any IPAR-Rwanda staff who discloses any commercial or confidential information to third parties:

- a) a written warning;
- b) suspension with or without salary payment for a given period;
- c) Contract termination.

There shall be a notice and reasonable opportunity to the person to be heard before a suspension or terminations sanctions are imposed.

Section 4: Debarment of bidders

Article 28:

Basing on a report by the Internal Tender Committee and after a written notice to the bidder involved, a bidder may be excluded from participation in IPAR-Rwanda procurement for a period not exceeding three years depending on the seriousness of the fault. Recidivism shall lead to indefinite debarment from IPAR-Rwanda procurement.

The bidder may be excluded from IPAR-Rwanda procurement especially due to the following reasons:

- (i) refusal by the successful bidder to enter into a written contract after notification in accordance with the provisions of requesting for bids, or performance security in accordance with provisions requesting for bids;



- (ii) Provision of false information in the process of bid submission;
- (iii) collusion between the bidder and a public official concerning the formulation of terms of reference or the bidding document, or connivance to interfere with the participation of competing bidders;
- (iv) failure to comply with the provisions of the contract for reasons that are not linked with independent bidders;
- (v) sentence for a criminal offence getting or attempting to get a contract or a sub-contract;
- (vi) Sentence for a financial crime.

CHAPTER VII: PROCUREMENT METHODS AND THEIR CONDITIONS FOR USE

Section 1: Open Competitive Bidding

Article 29:

The procurement of supplies shall be carried out in accordance with open competitive bidding procedures. However, according to the nature and conditions of the tender, IPAR-Rwanda may have recourse to other procurement methods in accordance with the provisions of these instructions.

Section 2: Pre-qualification of bidders

Article 30:

The pre-qualification of bidders shall be used to technically accept bidders of IPAR-Rwanda. The pre-qualification of bidders, for every item shall be pronounced for a period of three (3) years.

The list of pre-qualified bidders of IPAR-Rwanda shall be updated during every new procedure leading to pre-qualification, that is at least once a year.

The evaluation shall be based on evaluation criteria indicated in the bidding document or the advert placed inviting candidates for pre-qualifications.

The pre-qualification of bidders shall be carried out on the basis of product/supplier couple, technically pre-qualified bidder (s) shall be indicated for each of them.

Section 3: Restricted tendering

Article 31:

Restricted tendering shall be the only method for all bidders appearing in the invitation letter.

When IPAR-Rwanda has recourse to restricted tendering method, it shall proceed to the prequalification of bidders who must submit their bids in a fair manner. IPAR-Rwanda shall select pre-qualified bidders on the basis of the list of bidders technically pre-qualified as indicated in article 30 of these instructions.

All bidders technically pre-qualified for Supplies shall be systematically pre-qualified, hence invited to bid for restricted tendering relating to items for which they were pre-qualified.

Candidates technically pre-qualified shall be directly invited to submit their bids without publication of a tender notice.

IPAR- Rwanda may proceed to restricted tendering in the following conditions:

- For procurement of items available only from a limited number of suppliers or service providers ;
- If the time and cost required to examine and evaluate a large number of bids would be disproportionate to the value of products;

Section 4: Request for quotations

IPAR-Rwanda may request for quotations for the procurement of goods, services or constructions works readily available on the market and have standard specifications.

IPAR-Rwanda may request for quotations for the procurement of goods, services or construction works if;

- (i) The goods, works, or services required have not been captured in the existing annual framework contracts and yet they are urgently required for smooth operations.
- (ii) There is an unexpected event or circumstance that has arisen that require immediate intervention
- (iii) The delivery schedule for the procured goods and services of the contracted company is taking longer than expected and yet the supplies are urgently required.

Article 32:

- (i) The threshold for a request for quotation of goods and supplies shall not exceed Two Million Rwandan Francs (Rwf 2,000,000).
- (ii) Such cases should be minimized as much as possible and must have a reasonable justification from the end user

Section 5: Single-source procurement/Direct contracting

Article 33:

IPAR-Rwanda may procure supplies or services by soliciting a bid, proposal or a price quotation from a single qualified bidder.

IPAR-Rwanda as a procuring entity may engage in single-source procurement when:

- (i) Goods and services are subjected to an industrial property, that is protected by patent rights;
- (ii) The use and/or utilization of goods and services are conditioned by the specificity or technical compatibility of for instance equipment available in the organization;
- (iii) Goods and supplies were declared unfruitful and/or cancelled in previous tendering process;
- (iv) In case of proven deficiency (failure) of the successful bidder, the nature of emergency of procurement for the goods/services requires to do so;

Section 6: Other procurement methods IPAR-Rwanda may apply.

Article 34:

Procurement without tendering proceedings; any tender whose value does not exceed one hundred thousand Rwanda Francs (Frw: 100,000)

Article 35:

The Senior Management shall from time to time appoint a team of IPAR-Rwanda staff to conduct a market survey for items in need both on local and international market with the purpose of diversification of sources of supply and building business networks.

Section 7: The selection of consultants is carried out using the following methods depending on the nature of the assignment:

Article 36:

Quality and Cost Based Selection (QCBS) Method

The Quality and Cost-Based Selection (QCBS) procurement method is a competitive process among short listed firms that considers both the quality of the proposal and cost of the services in the selection of the successful firm. The relative weight to be given to the quality and cost shall be determined for each case depending on the nature of the assignment.

Article 37:

Least Cost Selection (LCS) Method

This method is only appropriate for selecting consultants for assignments of a standard or routine nature (audits, engineering design of non complex works, and so forth) where well-established practices and standards exist. Under this method, a “minimum” qualifying mark for the “quality” is established, keeping in view that all proposals above the minimum compete only on “cost”. The minimum qualifying mark, not less than 70%, shall be stated in the RFP. Proposals, to be submitted in two envelopes, are invited from a short list. Technical proposals are opened first and evaluated. Those securing less than the minimum qualifying mark are rejected, and the financial proposals of the rest are opened in public.

Article 38:

Consultant’s Qualifications Selection (CQS) Method

This method may be used for small assignments for which the need for preparing and evaluating competitive proposals is not justified. In such cases, the Procuring entity shall prepare the TOR, request for expressions of interest and information on the consultants’ experience and competence relevant to the assignment, establish a short list, and select the firm with the most appropriate qualifications and references. The selected firm shall be asked to submit a combined technical-financial proposal and then be invited to negotiate the contract.

Article 39:

Fixed Budget Selection (FBS) Method

(1) This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The RFP shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. (2) Evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the price proposals shall be opened in public and prices shall be read out aloud. Proposals that exceed the indicated budget shall be rejected. The Consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract.

Article 40:

Individual Consultants Selection (ICS) Method

(1) Individual consultants are recruited on assignments for which (a) teams of personnel are not required, (b) no additional outside (home office) professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement.

(2) These consultants are selected on the basis of their qualifications for the assignment. Advertisement is not required; however, in some cases the Client may consider the advantage of advertising as an option. These Consultants do not need to submit proposals. The Client shall select Consultants through comparison of qualifications of at least three candidates among those who have expressed interest in the assignment or have been approached directly by the Clients.

(3) Individuals considered for comparison of qualifications shall meet the minimum relevant qualifications and those selected to be employed by the procuring entity shall be the best qualified and shall be fully capable of carrying out the assignment. Capability is judged on the basis of academic background, experience, and, as appropriate, knowledge of the local conditions, such as local language, culture, administrative system, and government organization. The selection process continues with negotiations based on the financial proposals and the Draft Contract, and ends with award of contract.

Article 41:

Single Source Selection (SSS) Method

Single-Source Selection of consultants or firms does not provide the benefits of competition in regard to quality and cost; it lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases. The method may be appropriate only if it presents a clear advantage over competition: (a) for tasks that represent a natural continuation of previous work carried out by the firm, (b) in emergency cases, such as in response to disasters and for consulting services required during the period of time immediately following the emergency, (c) for very small assignments, or (d) when only one firm is qualified or has experience of exceptional worth for the assignment.

Individual consultants may be selected on a sole-source basis with due justification in exceptional cases such as: (a) tasks that are a continuation of previous work that the consultant has carried out and for which the consultant was selected competitively; (b) assignments with total expected duration of less than six months; (c) emergency situations resulting from natural disasters; and (d) when the individual is the only consultant qualified for the assignment.

CHAPTER VIII: TIMELINE FOR THE PROCUREMENT ADVERTISEMENT

Article 42:

According to the selected procurement method, timeline for advertisement shall be as follows:

For an open national tender, the period of its publication in a widely circulated and read national /or professional newspaper shall be not less than Thirty days (30) calendar days from the day on which the newspaper is issued.

For an open international tender, the period of its publication in an internationally most widely read and/or professional newspaper shall be between forty five (45) and ninety (90) calendar days from the day on which the newspaper is issued, depending on importance/complexity of the tender.

Such timeline may be reduced to not less than thirty (14) calendar days, for pre-qualification tender for which the preparation of tender is of a clear administrative simplicity and does not require much time.

Such time remains the same for restricted international tendering and shall be counted from the date of receipt of the invitation to tender. The date of reference shall be the date of receipt by the last bidder.

For a request for quotation tendering; a request for quotation shall be issued to the bidders and the invited bidders shall be given at least three (3) days in which to submit their offers.

However, the timeline for advertisement or submission of offers may be reduced depending on the availability of bidders and the urgency of the required goods, works or services, but this if done; a prior approval shall be sought from the Executive Director

Article 43:

The deadline for submitting bids shall be the same as the deadline for opening bids. The latter shall occur within a period not exceeding thirty (30) minutes after the closing time for submitting bids.

Article 44:

A supplier may ask IPAR-Rwanda in writing for any clarification on the bidding document. IPAR-Rwanda shall reply to any request it receives not later than 7 or 28 days before the deadline for submitting bids, depending on whether the tender is restricted or open, so as to enable the supplier submit his or her bid in time. IPAR-Rwanda shall communicate, without disclosing the origin of the request, the requested clarification to all suppliers it has provided with bidding documents.



Article 45:

Before the expiry of the deadline specified in the previous article, IPAR-Rwanda may, for any reason, at its own initiative or upon proposal of extending by the supplier, extend the period of the preparation of bids and inform through an addendum all suppliers interested in the bidding document.

IPAR-Rwanda may, within the deadlines specified in article 39 of these instructions, amend the bidding document and publish an addendum to be communicated to all suppliers to which IPAR-Rwanda has given the bidding document. The addendum shall be part of the bidding document.

Where IPAR-Rwanda calls for the meeting of suppliers, it prepares the report of such meeting containing the requests submitted to the meeting and the answers to such requests. The report shall be quickly sent to all suppliers within the time limits convened.

An acknowledgement of receipt from the addressees shall always be required.



CHAPTER IX: PARTICIPATION IN PROCUREMENT

Article 46:

The procurement of services, works and supplies of IPAR-Rwanda shall be open on equal terms to all legal persons or individuals, without restrictions regarding nationality, competent in manufacturing, distributing, importing or exporting of the above supplies and respecting relevant legislation in Rwanda and in countries in which they operate.

Article 47:

Notwithstanding the provisions of article 46 of these instructions, the following are not authorized to participate in the tenders of IPAR-Rwanda

- (i) a company in dissolution or in judicial liquidation and any company that has been excluded from the tenders of IPAR-Rwanda for a definite period of time, following the provision of inexact information or the serious failure to its contractual obligations;



CHAPTER X: ADMINISTRATIVE CONDITIONS FOR ELIGIBILITY OF BIDS

Section one: Administrative documents

Article 48

In order to be administratively responsive, the bid shall contain at minimum the following documents; as the case may be:

- i. the proof of purchase of the bidding document (initialed and signed)
- ii. the bid submission form duly dated signed and stamped by the responsible person;
- iii. the summary of price duly initialed on each page by the bidder;
- iv. the certified copy of registration in the trade register;
- v. for Rwandese bidders, in addition to the above-mentioned documents:
 - a) Certificate of good standing towards Tax authorities, still valid;
 - b) Certificate of good standing towards Rwanda Social Security Fund, still valid.

Section 2: Technical documents

Article 49:

In order to be technically responsive, the bid may contain among others, the following items:

- i. technical specifications document (initialed and signed);
- ii. contract bill of technical clauses (initialed and signed);
- iii. samples and/or notice – specific technical documentation (as stipulated in the document of Quantities required and technical specifications of the bidding document);
- iv. document of Quantities required and technical specifications (initialed and signed);
- v. technical summary of price (initialed and signed);
- vi. technical information sheet of supplies for each proposed product;

CHAPTER XI: SECURITIES

Section one: Bid security

Article 50:

For each tender, IPAR-Rwanda shall be responsible of defining whether a bid security is required.

Article 51:

The amount of the bid security shall be defined by the Procurement Officer and may vary depending on the complexity of the tender; this amount shall be indicated in the bidding document.

Article 52:

The bid security shall be worded in the bid currency or in any other currency that is freely convertible on the national territory. It is paid in one of the following forms:

- (a) a bank security or an irrevocable letter of credit, issued by a Rwandan bank or a foreign bank on the choice of the bidder, and in a form provided for in the bidding document, valid for a period exceeding thirty (30) days of the period of bid validity, or
- (b) a security issued by an authorized financial institution and in the same conditions as of point (a) above.

Article 53:

If the bid security is required, any bid not accompanied with bid security shall be rejected by IPAR - Rwanda as being not responsive to the provisions of the bidding document.

The bid security of the bidder who will have been awarded the contract shall be paid after the contract has been executed, and upon refund of the performance security, provided for in the bidding document.

Article 54:

The bid security may be seized:

- (a) if the bidder withdraws the bid during the validity period as specified in his or her bid;
- (b) in case the bidder becomes the successful bidder and:
 - (i) fails to sign the contract;
 - (ii) fails to provide the performance security.



Article 55:

Bid security may not be required when using other methods of tendering except on advertised tenders or open competitive method.

Section 2: Performance security

Article 56:

Within a period not exceeding 15 days after the receipt of notification of contract award, the successful bidder shall provide to IPAR-Rwanda a performance security, equal to the indicated amount and in accordance with the form provided for in the bidding document.

Article 57:

The amount of the performance security shall be between 5 and 10 % of the total amount of the contract, in accordance with the importance of the project and the possible risks. It shall be worded in the bid currency or in any other currency that is freely convertible on the national territory, acceptable by IPAR-Rwanda.

The performance security is not mandatory for any tender whose value is less than Ten million Rwandan Francs (RWF 10,000,000), framework contracts and suppliers willing to supply or provide services on credit terms.

Such security shall be provided in one of the following forms:

- a) a bank security or an irrevocable letter of credit, issued by an authorized bank and in a form provided for in the bidding document;
- b) a security issued by an authorized financial institution and in the same conditions as of point (a) above

Article 58

IPAR-Rwanda shall discharge and get back the performance security to the successful bidder not later than thirty (30) days after the end of execution of the successful bidder's obligations, including his or her security obligations, notwithstanding various provisions provided for in the bidding document.

Such security may be seized by IPAR-Rwanda to compensate for any loss due to the breach of contractual obligations.



Section 3: Advance payment bond

Article 60:

After the notification of contract award, advance payment may be paid upon request of the successful bidder. It may be paid in full where applicable for entire contract supported by 100% pre – payment guarantee. However under circumstances where the respective supplier is not willing to provide a pre payment/advance guarantee, the Executive Director of IPAR-Rwanda will determine the course of action depending on the needs of the institution at the time.

CHAPTER XII: ALLOWANCES FOR INTERNAL TENDER COMMITTEE MEMBERS

Article 61:

The Internal Tender Committee members shall be entitled to a monthly allowance of Frw: 40,000=

Monthly allowances for members of the tender committee are subject to taxes as per the taxation modalities provided for in the law fixing taxes on direct income.

CHAPTER XIII: APPEALS ON DECISIONS/RECOMMENDATIONS TAKEN BY INTERNAL TENDER COMMITTEE.

Article 62:

The IPAR-Rwanda Independent Review Committee shall be appointed on Adhoc basis by the Executive Director. The responsibilities shall be to receive the appeals for dissatisfied suppliers or service providers who have lodged in their appeal, analyse and inform the Executive Director of IPAR-Rwanda the decision to take.

Article 63:

The Procurement Officer and the Internal Tender Committee members shall not be part of the IPAR-Rwanda Independent Review committee except upon request by the independent review committee. A Third party from outside the Institute may be sourced.

It shall comprise of not less than three IPAR-Rwanda senior staff.

Section one: Way for review

Article 64:

Any decision taken by IPAR-Rwanda within the framework of the contract may be subjected to review, provided that the petitioner demonstrates the direct loss incurred following such decision.

However, any decision concerning the following matters shall not be subject to review:

- a) The selected mode of procurement;
- b) The rejection of all bids for public interests.

The review shall always be reported in writing.

Article 65:

The Independent Review report's decision shall always be open to the person referred to by the decision.

CHAPTER XIV: FINAL PROVISIONS

Article 66:

These instructions shall apply to all tenders of IPAR-Rwanda

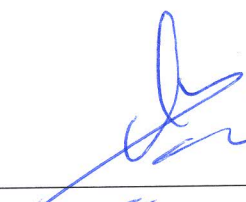
They also apply to tenders under the funding from third parties within the framework of the convention and/or the contract with IPAR-Rwanda unless otherwise provided by special conventional provisions.

Article 67:

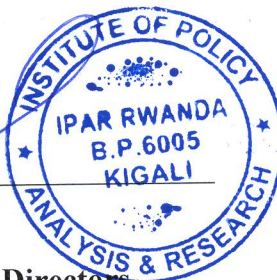
These instructions shall come into force on the date on which they are signed by the undersigned organs.

Article 68:

Modification of any of the provisions of these instructions shall be subject to approval by the undersigned organs before its enforcement.



Gasamagera Wellars
Chairman, Board of Directors



DATE: 09/03/2015