



Closeout of USAID Rwanda Cooperative Agreement No. 623-A-00-02-00064-00

Reference: Leader with Associates Cooperative Agreement #GDG-A-00-01-00011-00

In conformity with the agreement between USAID, World Links, and EDC to implement the Kigali Institute of Education (KIE) ICT connectivity, we are submitting to you the final report for this project.

Deliverables:

Following the original proposal, a total of 110 computers and accessories were procured and installed in a local area network at KIE covering 10 buildings, and 4 distance training centers (DTC). A Wide Area Network was installed and various staffs were trained. The following deliverables were accomplished:

- **Bid Documents Preparation (Annex 1)**

World Links prepared, in compliance with USAID procurement guidelines, a call for bids which was published in local newspaper namely the New Times and Invahe

- **Bid Committee Establishment**

World Links oversaw the establishment of a bid evaluation committee composed of KIE, World Links and USAID representatives. The Committee was in charge of reference and compliance checks on interested companies.

- **Bid Evaluation and Contract Award**

Bid evaluation and contract award was done by the committee and Computer Point sarl and Delta computers Inc were selected for the LAN and WAN implementation respectively. The bid for the equipment supply was canceled due to the fact that all bidders quoted high prices which could translate into procuring 65 computers rather than 110 as planned. A special request was made to USAID official to give a special permission to procure computer equipment in the US were the price was much less.

- **Equipment delivery**

All equipment was delivered in compliance with contractual terms. Overseen by World Links. The equipment was set up, configured and installed by Computer Point Sarl under installation contract. The contract was required by Compaq for the warranty to be valid. Computer Point was awarded the contract being the only Compaq representative.

- **Local Area Network (LAN) (See Annex 2)**

The local area network was deployed at KIE main campus covering 10 buildings, and 4 distance training centers. World Links and KIE conducted a detailed analysis of the current infrastructure to determine the network configuration. On completion of the deployment, the entire system both at KIE main campus and the 4 DTC was tested and configured for optimal performance. To ensure that the network continues to function as it was intended, periodic maintenance monitoring procedures was established.

- **Wide Area Network (WAN) (See Annex 3)**

KIE and World Links designed a modern WAN solution for KIE after considering the technology and protocols made based on the availability of local technical support, the expansion of the DTC and the distances between them. Originally, the WAN was designed to use VSAT technologies, but to lack of human resource capacity able to support such system, KIE chose to use terrestrial links over VSAT. However, in the course of the implementation KIE again was not satisfied with their own choice of technology and requested the contractor to modify the WAN technology from ISDN to Frame relay. These changes were more costly but provide a more robust and secure system. More specifically, KIE's needs will consider each of the following WAN applications:

- *Internet access* - For global e-mail, as well as KIE's student audience and research via the Internet
- *LAN-to-LAN* connections for e-mail, data transfer and network applications between multiple campus sites
- *Voice over Internet Protocol (VoIP)*: Voice communication between different sites.

- **Training (See Annex 4)**

KIE staff received two levels of ICT training:

- ***Technical training***

A two weeks high end training composed of 5 technical staffs was conducted in Nairobi, Kenya. This training was intended for KIE's IT staff at the central and remote DTC to master the LAN and WAN network administration and troubleshooting. These 5 staffs are the DTC managers.

- ***Pedagogical Training***

27 KIE teaching staff received the four phases of World Links Teacher Professional Development program that focuses on integration of Technology with the curriculum and provision of interactive teacher training modules and training sessions for center personnel conducted by a World Links international consultant.

On a longer term, KIE is planning to extend its program and work with computer labs in sixteen (16) secondary schools that were established by a separate World Links program – one supported by the World Bank Post Conflict Fund. So KIE will be able to expand its distance learning outreach program beyond the one established by USAID/Rwanda and carried out by dot-EDU.

Annex 1: Bid Documents

Section I. Invitation for Bids

The Kigali Institute of Education (KIE) has received a grant from the United State Agency for International Development (USAID) Grant N°. GDG-A-00-01-000011-00 for the equipment of main campus and its distance learning centres in Rwanda, and it intends to apply part of the proceeds of this grant to acquire information technology equipment.

World Links serves as the implementing agency for the project. KIE and World Links now invite sealed bids from eligible bidders for the provision of information technology equipment – ie. Computers, servers, network printers, LCD projectors, photocopiers and a multimedia development kits, computer accessories – and setting up and configuring Wide Area Network Connectivity for the main campus as well as the intranets for the Distance Learning Centres. The bidding process will be conducted in compliance with USAID local procurement clauses.

Participation is open on equal conditions to all specialised persons or firms entered or represented in the Trade Register of Rwanda. Firms may enter bids for the supply of equipment or set up networks or both.

Interested eligible bidders may obtain further information from KIE and collect the bidding documents from 0800 to 1600 hours, from 23rd – 28th October 2002, upon payment of a non-refundable fee of 20,000 Rwandan Francs to the Account N°: 101-1090601-43 designated KIE-IGA at the BCDI Bank. The receipt for the payment shall be required during the evaluation of bids.

A well presented and sealed Offer presented in four copies one of which should be marked “ORIGINAL” should be sent to the mentioned address below not later than 22nd November, 2002 at 09:30 hours and should be accompanied by a bid security (bid bond) of 2,000,000 (two million) Rwandan Francs. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend on 22nd November, 2002 at 10:30 hours at KIE.

Firms that wish to tender for Networking should contact KIE to make arrangements to survey the main campus and the Distance Learning Centers from 29th October to 5th November, 2002.

NB: Information regarding tenders awarded including minutes of the board will readily be available on request from KIE.

The Rector
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Kigali, Rwanda
E-mail: admin@kie.ac.rw, kie@world-links.org

Section II. Instructions to Bidders

Table of Clauses

Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 KIE has been awarded a grant, through an Associate Cooperative Agreement Number 623-A-00-02-00064-00, by the U.S. Agency for International Development hereinafter interchangeably called “USAID”). The beneficiary, KIE intends to apply a portion of the proceeds of this grant to eligible payments under the contract for which this Invitation for Bids is issued.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers open for and eligible to conduct, business in Rwanda.

 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KIE or World Links, to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

 - 2.3 Government-owned enterprises in Rwanda may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of KIE, or the Ministry of Education of Rwanda.

 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the United States Agency for International Development.

- 3. Eligible Goods and Services**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *USAID Guidelines for Procurement*, 22 CFR 228, and all expenditures made under the contract will be limited to such goods and services.

 - 3.2 For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a

commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and neither USAID, World Links, nor KIE, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Bank Guarantee Form for Advance Payment
- (l) Manufacturer's Authorization Form

5.2 In addition other documents that **must** be presented by the bidder are for bid evaluation:

- (a) List of submitted documents;
- (b) Bidding letter duly signed, dated and stamped;
- (c) Photocopy of the trade licence;
- (d) Tax clearance certificate issued by Rwanda Revenue Authority;
- (e) Social security certificate issued by the "Caisse Sociale du Rwanda"
- (f) Certificate of a 12-month guarantee service after sale.
- (g) National tender board approved supplier's card;
- (h) Certificate of origin of the product (to be produced on delivery of goods)
- (i) Validity of bids of 90 calendar days or above.

(j) Bid guarantee of 2,000,000 Rwanda francs.

5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify World Links and KIE in writing or by electronic mail address indicated in the **Bid Data Sheet**. World Links and KIE will respond in writing to any request for clarification of the bidding documents which it receives no later than eight(8) days prior to the deadline for the submission of bids. Written copies of the World Links and KIE's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents 7.1 At any time prior to the deadline for submission of bids, World Links and KIE, for any reason, whether at their own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, World Links and KIE, at their discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and World Links and KIE, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a completed Price Schedule;
 - (b) documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence establishing that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) **Group A:** Bids offering goods manufactured in Rwanda, for which (i) labor, raw materials, and components from within the Rwanda account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
 - (b) **Group B:** All other bids offering goods from within Rwanda.
 - (c) **Group C:** Bids offering goods of foreign origin to be imported by World Links and KIE directly or through the Supplier's local Agent.
- 10.3 To facilitate this classification by World Links and KIE, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the reclassification of the bid into its appropriate bid group by World Links and KIE.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within Rwanda:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

or

(B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any Rwandan sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.

(iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Rwanda, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid**

Data Sheet.

- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
- (v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by World Links and KIE and will not in any way limit World Links and KIE's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within Rwanda, the prices shall be quoted in Rwandan Francs, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the Bidder will supply from outside Rwanda, the prices shall be quoted in United States dollars. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.

13. Documents

13.1 The Bidder shall furnish, as part of its bid, documents

Establishing Bidder's Eligibility and Qualification

establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to World Links and KIE's satisfaction that the Bidder, at the time of submission of its bid, is eligible.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the World Links and KIE's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in Rwanda;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by KIE; and

- (c) an item-by-item commentary on World Links and KIE's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by World Links and KIE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to World Links and KIE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.

15.2 The bid security is required to protect World Links and KIE against the risk of Bidder's conduct which would warrant the security's forfeiture.

15.3 The bid security shall be denominated Rwandan Francs or United States dollars, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Rwanda or in the United States of America, in the form provided in the bidding documents or another form acceptable to World Links and valid for thirty (30) days beyond the validity of the bid; or

- (b) a cashier's or certified check.

15.4 Any bid not secured will be rejected by the World Links and KIE as nonresponsive.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by World Links and KIE.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance

security.

15.7 The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - (ii) does not accept the correction of errors; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract; or
 - (ii) to furnish performance security.

**16. Period of
Validity of
Bids**

16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by World Links and KIE, pursuant to Clause 19 herein. A bid valid for a shorter period shall be rejected by World Links and KIE as nonresponsive.

16.2 In exceptional circumstances, World Links and KIE may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

**17. Format and
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to KIE at the address given in the **Bid Data Sheet**; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

18.4 If the outer envelope is not sealed and marked as required by Clause 18.2, World Links and KIE will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by World Links and KIE at the address specified under Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet**.

19.2 World Links and KIE may, at their discretion, extend this deadline for the submission of bids by amending the bidding

documents in accordance with Clause 7, in which case all rights and obligations of World Links and KIE and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by World Links and KIE after the deadline for submission of bids prescribed by World Links and KIE pursuant to Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by World Links and KIE prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by World Links and KIE

22.1 World Links and KIE will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as World Links and KIE, at their discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to

Clause 20.

22.3 Bids (and modifications sent pursuant to Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 World Links and KIE will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, World Links and KIE may, at their discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 World Links and KIE will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

24.3 World Links and KIE may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to Clause 26, World Links and KIE will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (Clause 15), Applicable Law (Clause 31), and Taxes and Duties (Clause 33), will be deemed to be a material deviation. World Links and KIE's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by

World Links and KIE and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Conversion to Single Currency

- 25.1 To facilitate evaluation and comparison, World Links and KIE will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:
- (a) Rwandan Francs at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in Rwanda;
 - or**
 - (b) United States dollars, at the selling exchange rate established for similar transactions by the Central Bank in Rwanda for the amount payable in Rwandan Francs.
- 25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

26. Evaluation and Comparison of Bids

- 26.1 World Links and KIE will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to Clause 24.
- 26.2 World Links and KIE's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in Rwanda or goods of foreign origin already located in Rwanda, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 26.3 The comparison shall be between the total price of the goods offered from within Rwanda, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside Rwanda.

26.4 World Links and KIE's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within Rwanda incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in Rwanda of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to Clause 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Delivery schedule.*
 - (i) World Links and KIE require that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP

price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) *Performance and productivity of the equipment.*

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification.

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(c) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

27. Domestic

27.1 If the **Bid Data Sheet** so specifies, World Links and KIE will

Preference

grant a margin of preference to goods manufactured in Rwanda for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of World Links and KIE that its bid complies with the criteria specified in Clause 10.2 (a):

27.2 World Links and KIE will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to Clauses 10 and 11.

27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under Clause 27.3 above, will be selected for award.

28. Contacting World Links and KIE

28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact World Links and KIE on any matter related to the bid, it should do so in writing.

28.2 Any effort by a Bidder to influence World Links and KIE in their decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of prequalification, World Links and KIE will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Clause 13.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13.3, as well as such other information as World Links and KIE deem necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event World Links and KIE will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Award Criteria

30.1 Subject to Clause 32, World Links and KIE will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

31. World Links and KIE's Right to Vary Quantities at Time of Award

31.1 World Links and KIE reserve the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 World Links and KIE reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, World Links and KIE will notify the successful Bidder in writing by registered

letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to Clause 35, World Links and KIE will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to World Links and KIE. World Links and KIE will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

- 34.1 At the same time as World Links and KIE notify the successful Bidder that its bid has been accepted, World Links and KIE will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to World Links and KIE.

35. Performance Security

- 35.1 Within fifteen (15) days of the receipt of notification of award from World Links and KIE, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to World Links and KIE.
- 35.2 Failure of the successful Bidder to comply with the requirement of Clause 34.2 or Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event World Links and KIE may make the award to the next lowest evaluated Bidder or call for new bids.

36. Corrupt or Fraudulent Practices

- 36.1 USAID requires observance of the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, World Links and KIE:
 - (a) define, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the

procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the beneficiary, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the beneficiary of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a USAID-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a USAID-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

Section III. Bid Data Sheet

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
	Beneficiary: Kigali Institute of Education
	Grant Number: GDG-A-00-01-00011-00
	Project: Kigali Institute of Education and the use of ICT in Distance Learning
	Contract Names: Dr. Silvester A. Namuye, KIE Mr. Emmanuel Rugomboka, World Links
	Purchaser Name: World Links and KEI
	Purchaser's address, telephone, telex, and facsimile numbers: Kigali Institute of Education P.O.Box 5039, Kigali Rwanda Fax: (250) 8 6890 Telephone: (250)513709 Email: kie@world-links.org
	Language of bid: English

Bid Price and Currency	
	The price quoted shall be in Rwandan Francs or US\$ _____.
	The price shall be fixed

Preparation and Submission of Bids	
	Qualification requirements. A minimum of 3 years experience in supplying information technology equipment in Rwanda

	<p>If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive.</p>
	<p>Spare parts required for <u>1</u> year of operation.</p>
	<p>Amount of bid security.</p> <p>FRW.2,000,000.00 or equivalent amount in US\$</p>
	<p>The bid security shall be denominated in Rwandan Francs or United States dollars, and shall:</p> <ul style="list-style-type: none"> (a) at the bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, (b) be issued by a reputable institution selected by the bidder and located in Rwanda or in the United States of America; (c) be substantially in accordance with one of the forms of bid security included in Section VIII; (d) be payable promptly upon written demand by World Links and KIE in case any of the conditions listed in Clause 15.7 are invoked; (e) be submitted in its original form; copies will not be accepted; (f) remain valid for a period of 30 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under Clause 16.2.
	<p>Bid validity period - 30 days</p>
	<p>Number of copies. <i>1 original, 3 copies</i></p>
	<p>Address for bid submission. <i>KIE P.o Box 5039 Kigali Institute of Education, Kigali, Rwanda</i></p>
	<p>Deadline for bid submission. 29th October 2002</p>
	<p>Time, date, and place for bid opening. Time and Date: 1400 hours, 29th November 2002 Place: KIE</p>

Bid Evaluation	
	<p>Currency chosen for the purpose of converting to a common currency. Rwanda Francs or U.S. dollars</p> <p>Source of exchange rate. Central Bank of Rwanda Date of exchange rate. November 4, 2002</p>
	<p>Criteria for bid evaluation. 26.4 (b), (d), (e), (g) 26.5 (b)(i), (d)(iii), (e), (f),(g)(i) Equipment warranty terms</p>
	<p>Delivery schedule.</p> <p>Relevant parameters in accordance with option selected:</p> <p>A rate of one-half (0.5) percent per week</p>
	<p>Deviation in payment schedule.</p>
	<p>Cost of spare parts. (iii) one year</p>

Section VII. Technical Specifications

Technical Specifications

Supplier will deploy and configure all hardware, operating systems, software applications, management tools, profile and policy generation and back-up systems. The LAN will be deployed following a client/server model. Finally, security and other policies and procedures will be handled. Upon completion of the deployment, all systems are tested and reconfigured for optimal performance.

Information Technology Equipment

Item Description		Quantity	
LOT number 1	Connectivity Setup		
	1	Large Router	1
	2	Wide / Local Area Network Connectivity	
	3	Dedicated up and down links connectivity for 1 year	
	4	Network Switches, Patch Panels, Patch cables and Rack, Cables, Connectors, Conduits, face plates	6
	5	Network cable bulk cat 5e x 300m	1
	6	Network toolkits with drills Including crimp tools, test tools, jacks and fixtures	6
	7	GPS receiver	1

Computer Equipment			
LOT number 2	8	At least P IV 1.6 GHz, XP Home Sound and Ethernet Interfaces 17" SVGA Monitor, 16 MB Vram 256 MB Memory 50 x CD-ROM Drive, 20 GB hard disc	104
	9	Same as #4 fitted with DVD players and CDRW (2 drives) instead of CDROM	6
	10	Pentium IV 1,4GHz , 256 MB Memory, 15" VGA 2 CDR writer drives (IDE) per machine Nero Burning Rom software Installed and tested 50 x CD-ROM Drive,	2

nu	Server Equipment
----	------------------

	11	Intel Server, at least Pentium III Xeon 1024 MB RAM ECC, 17" VGA Monitor, XP server SCSI 3 interface Backup internal 40 GB tapes CD+CDRW 1 x 9 GB HD system (scsi 2 or 3) 2 x 72 GB HD RAID scsi 3	2
	12	Intel Server at least: Pentium IV 1,4GHz 384 MB RAM non ECC 15" monitor XP server IDE subsystem / CD RW	1
	Expandables		
	13	Backup Tapes for item # 11	40
	14	10 KVA UPS	6
	15	Replacement batteries APC Matrix 5000 UPS	24
16	Replacement batteries for item # 14	36	

LOT number 4	Multimedia Development Kit		
	17	Multimedia workstation Pentium IV 2.2 GHz Windows XP Pro 512 MB RAM 64 MB 3D dual monitor card 2x19" monitors 1x60GB IDE 2x100GB IDE DVD player Amplified speakers at least 50 Watts	1
	18	Scanner 1200x1200	4
	19	Video capture card, Fire Wire card IEEE 1394, Texas Instrument chipset. Compatible with Avid Xpress DV	2
	20	Audio Video Analog to Digital I/O Box capable to convert analog composite and S video signal in and out of firewire, Compatible with Avid Xpress DV	1

	21	Complete Multimedia LCD Projector Kit, at least luminance 1000	5
	Expandables		
	22	CDRs	2000
	23	CDRWs	100

LOT number 5	Video Equipment		
	24	Digital Camcorder PAL system 3 CCDs DV CAM compliant Built in Memory stick Configurable and color bar Time code generator	1
	25	spare high capacity batteries and charger for # 20	2
	26	Tripod with Fluid Head	1
	27	27 " TV PAL	2
	28	VHS VCR PAL	2
	Expandables		
	29	DV tapes for item # 24	20
	30	VHS Tapes for item # 28	100

LOT number 6	Printers & Copiers		
	31	Network Printer: 10/100Base-TX JetDirect 600N At least 24MB RAM & 32 ppm	1
	32	B&W Laser Printer, 12 pages per minute, 600dpi	6
	33	Heavy Duty Line Printer, 600 lines per minute	1
	34	Deskjet color Printer, capable of printing A3, A4	2
	35	Photocopier, capable of producing at least 20 pages per minute	1
	Expandables		
	36	Toners for item # 31	6
	37	Machine paper A4 500 sheets	300
	38	Toners for item # 32	12
	39	Toners for item # 35	10
	40	Ribbons for item # 33	5
41	set of Cartridges for item # 34	12	

Section VIII. Sample Forms

Sample Forms

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1. Bid Form and Price Schedules

Date: _____
Grant N°: GDG-A-00-01-

00011-00

To: *World Links and KIE*

Gentlemen and/or Ladies:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver information technology equipment in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state "none")	_____	_____

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per Clause 2 of the bidding documents.

Dated this _____ day of _____ 2002_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad
(Group C bids)

Name of Bidder _____ Page ____ of ____.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ² FOB or FCA port or place of loading (specify port or place) ¹	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ² of inland delivery to final destination and unit price of other incidental services ³

1. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
2. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Price Schedule for Domestic Goods Offered from within Rwanda
(Group A and Group B bids)

Name of Bidder _____ Page _____ of _____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.
2. Indicated as a percentage of the EXW price.
3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2 Form of Bid Security (Bank Guarantee)

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of information technology equipment for KIE (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto World Links and KIE (hereinafter called “World Links and KIE”) in the sum of *[amount]* for which payment well and truly to be made to World Links and KIE, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2002_____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by World Links and KIE during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to World Links and KIE up to the above amount upon receipt of its first written demand, without World Links and KIE having to substantiate its demand, provided that in its demand World Links and KIE will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 2002_____ between World Links and KIE (hereinafter called “World Links and KIE”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS World Links and KIE invited bids for information technology equipment and have accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) World Links and KIE’s Notification of Award.
3. In consideration of the payments to be made by World Links and KIE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with World Links and KIE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. World Links and KIE hereby covenant to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the (for World Links and KIE)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *World Links and KIE*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 2002____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2002_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee Form for Advance Payment

To: World Links and KIE

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with World Links and KIE a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to World Links and KIE on their first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between World Links and KIE and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

To: *World Links and KIE*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Annex 2

**KIE ICT Project
List of equipment**

	Item Description	Quantity	Unit Price	Total Price
Computer Equipment				
4	(a) High performance Pentium 900 MHZ, PCs with multimedia and Ethernet Cards installed, 15" SVGA Monitor, 128 MB Memory, 50x CD-ROM Drive, 20 GB hard disc	104	754	78,416
5	(b) See above with additional computers fitted with DVD specs (DVD-812 player w/ MP3 audio decoder to play compressed audio files (from CD), as well as CD-R & CD-R/W	6	1,033	6,198
6	Network Printer: 10/100Base-TX JetDirect 600N print server Memory: 8MB additional memory (24MB total)	1	1,499	1,499
7	B\$W Laser Printer, 12 pages per minute, 600dpi	6	569	3,414
8	Heavy Duty Line Printer 600 lines per minutes	1	3,499	3,499
9	Intel Architecture Servers, Pentium III 733 MHZ, 256 MB RAM, 17"SVGA Monitor, 18x3 GB HD	4	1,787	7,148
10	Complete Multimedia LCD projector Kit, luminance 1000	5	1,399	6,995
11	10 KVA UPS	6	5,831	34,987
12	Network Switches, Patch Panels, Patch Cables, Connectors, Conduits, face plates	6	3,475	20,850
13	Deskjet color printer, capable of printing A3, A4	2	459	918
14	Photocopier capable of producing at least 20 pages per minute	2	1,178	2,356
15	Consumables	1	1,432	1,432
Total Computer Equipment				167,712
Software/Server				
16	Microsoft Windows 2000 Advanced Server Upgrade (25 client-licenses per package)	4	899	3,595
17	Windows 2000 Clients (20 licenses)	1	200	200
Total Software				3,795
Multimedia Development Kit				
18	Video capture card	1	668	668
19	DVD Player	1	250	250

20	CR Recorder kit	1	400	400
21	Digital Camcorder	1	1,523	1,523
22	Video Editing SW	1	529	529
23	Multimedia Workstation	1	1,393	1,393
24	CD Duplication system	1	1,499	1,499
25	TV/VCR	1	700	700
26	Scanner	4	429	1,716
Total for Multimedia Development Kit				8,678
Installation and set up				
	(a) High performance Pentium 900 MHZ, PCs with multimedia and Ethernet Cards installed, 15" SVGA Monitor, 128 MB Memory, 50x CD-ROM Drive, 20 GB hard disc	104	\$20.00	\$2,080.00
	(b) See above with additional computers fitted with DVD specs (DVD-812 player w/ MP3 audio decoder to play compressed audio files (from CD), as well as CD-R & CD-R/W	6	\$20.00	\$120.00
	Network Printer: 10/100Base-TX JetDirect 600N print server Memory: 8MB additional memory (24MB total)	1	\$20.00	\$20.00
	B\$W Laser Printer, 12 pages per minute, 600dpi	6	\$15.00	\$90.00
	Heavy Duty Line Printer 600 lines per minutes	1	\$30.00	\$30.00
	Intel Architecture Servers, Pentium III 733 MHZ, 256 MB RAM, 17" SVGA Monitor, 18x3 GB HD	4	\$250.00	\$1,000.00
Total for installation and set up				3,340
TOTAL				183,525

Annex 3**List of equipment purchased for the KIE WAN**

SN	Items	Quantity
1	Cisco 2621 XM S/N: JHY07241C263	1
2	Cisco 1751 S/N:JHY0705J04M S/N:JHY0722G0CL S/N:JHY0722J05M S/N:JMX0615E0XH	4
3	serial interface WIC-2T	1
4	serial interface WIC-1T	4
5	Alcatel Newbridge 2753 modem for lease line + V35 cable	4
6	Alcatel Newbridge 2801 modem for leased and Frame relay + V35 cable	2
7	IP phones Grandstream Budge Tone 100 MAC ADDRESS:000B82006DE1 MAC ADDRESS:000B82006DEF MAC ADDRESS:000B82006DE7 MAC ADDRESS:000B82006DE4 MAC ADDRESS:000B82006DE2 MAC ADDRESS:000B8200B76E	6
8	Pc Server for VOIP Gateway with english keyboard s/n :100090739913	1

Annex 4: Trained KIE Staff

UNIT	DEPARTMENTS	FACILITATORS
FACULTY OF SCIENCE (5 Facilitators)	Maths	1. MUTARUTINYA Vedaste
	Physics	2. KASHINJE Stanislaus
	Chemistry	3. TWAGIRAMUNGU Fabien
	Biology	4. UMUBYEYI Brigitte
	Geography	5. KATERA Frederick
	Integrated Science & Physical Education	Any of the above
FACULTY OF ARTS & SOCIAL SCIENCES (5 Facilitators)	French, Kinyarwanda	1. RWAMFIZI Faustin
	English, Literature	2. ONDONGA Ayieta
	Business Ed; Economics, History, Religious Studies	3. OFAFA A. Gorety
	Communication Skills, Intensive language	4. SENGARAMA Robert
	Secretarial Studies, Librarianship	5. BATAMURIZA Berthe
FACULTY OF EDUCATION (3 Facilitators)	ALL EDUCATION DEPARTMENTS	1. NZABALIRWA Wenceslas
		2. WERE Edmond
		3. NIZEYIMANA Gabriel
DTO	-	1. MPUMURO Olivier
		2. MUKAMA Ides
		3. MASTERJERB Paul

DTCs	CENTRES	
	G.S BUTARE ES NYAMAGABE GIHUNDWE	1. HARERIMANA Zacharie
	LYCEE DE KIGALI KABGAYI RUBENGERA BYUMBA	2. GAHUNGU Charles
	RWAMAGANA	3. NDAHIRO Moses
	RUHENGERI GISENYI	4. MUGIRAKAMARO Salomon
DEPARTMENT OF COMPUTER SCIENCE	ALL KIE DEPARTMENTS	1. MADARA Kotpo