

PRQ20241014: Supply, Delivery, Installation, Calibration & Maintenance of rapid test tool kits to support value chain's compliance with quality standards & SPS requirements



INVITATION TO TENDER (ITT)

FOR

PROCUREMENT TITLE: SUPPLY, DELIVERY, INSTALLATION, CALIBRATION AND MAINTENANCE OF RAPID TEST TOOL KITS TO SUPPORT THE VALUE CHAIN'S COMPLIANCE WITH QUALITY STANDARDS & SPS REQUIREMENTS

REFERENCE NUMBER: PRQ20241014

ISSUE DATE: 17th FEBRUARY 2025

CLOSING DATE: 10TH MARCH 2025 ON OR BEFORE (1600 HRS RWANDA TIME)

DELIVERY LOCATION: NATIONAL AGRICULTURAL EXPORT DEVELOPMENT BOARD (NAEB) & RWANDA INSTITUTE FOR CONSERVATION AGRICULTURE (RICA) OFFICES IN KIGALI



INVITATION TO TENDER (ITT)– GOODS

Implementing Agency:

TradeMark Africa

M & M Plaza 7th Floor, KG8
AV 6 Gishushu Nyarutarama
Gasabo District
P.O Box 523, Kigali, Rwanda.
Tel +250 788 380 730

procurement@trademarkafrica.com

Recipients: NAEB, RICA, Packhouses, Abattoirs, Milk Collection Centres (MCCs) and TradeMark Africa (TMA)

Project Title: PRQ20241014: Supply, Delivery, Installation, Calibration & Maintenance of rapid test Kits to support value chain's compliance with quality standards & SPS requirements

Date of Issue of Request: 17th February 2025

Dear Supplier:

- 1) TradeMark Africa (TMA) invites bids from eligible and qualified bidders for: **SUPPLY, DELIVERY, INSTALLATION, CALIBRATION AND MAINTENANCE OF RAPID TEST TOOL KITS TO SUPPORT VALUE CHAIN'S COMPLIANCE WITH QUALITY STANDARDS & SPS REQUIREMENTS.**
- 2) This ITT is open to eligible entities ("Bidders") who wish to respond. Bidders may only associate with each other in the form of a joint venture or under a sub-contractual agreement to complement their respective areas of supply to enhance their capacity to carry out the supply of goods and provision of required services and so long as any association is formed, or sub-contract is entered into in accordance with the bidding document associated with this ITT.
- 3) A supplier will be selected under a competitive bidding method, the evaluation procedure for which is described in sections of the bidding document associated with this ITT in accordance with the "TMA Procurement Guidelines."

- 4) The proposal(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
- a) **PRICES:** The prices should be quoted Supply, Delivery, Installation, Calibration and Maintenance of rapid test tool kits to support value chain's compliance with quality standards and SPS requirements.
 - b) **Prices shall be quoted in US Dollars only.** The Bid Prices and discounts shall be quoted in the Bid Submission Sheet and in the Price Schedule (attached). The total Bid Price shall include all taxes which shall be presented separately for purposes of tax. Any queries regarding this tender should be received by Monday, 3rd March 2025.
 - c) **SUBMISSION OF BIDS:** Your bid shall be submitted via email only at the address procurement@trademarkafrica.com by **Monday, 10th March 2025 on or Before (1600 Hrs Rwanda Time)**

Late tenders will not be accepted in any circumstance. No special pleadings will be accepted. Faxed and hard copy tenders will not be accepted.

Format of Your Tender

- Part A - Preliminary requirement (Mandatory that tender should be submitted in English)
- Part B - Executive Summary.
- Part C - General and Technical; and,
- Part D - Financial.

Part A Preliminary requirements

Bidders are required to submit scanned copies of the below documents:

- Valid business registration/trade licence
- Incorporation certificates,
- PIN/TIN certificate,
- Valid Tax compliance certification;
- Signed and stamped Supplier Code of Conduct.

Failure to submit the above requirements may lead to disqualification.

Parts A, B & C may be contained in one document (Technical Proposal). However, the Financial Proposal (Part D) must be submitted separately to enable the Technical and Financial bids to be evaluated independently. Please do not include any financial/ price information in Part A, B or C. Inclusion of any price information will lead to disqualification. The financial proposal should not be combined with the technical proposal but should be submitted as a separate document. The financial proposal MUST be in PDF and password protected.

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- d) LATE BIDS: TMA shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by TMA shall be declared late and rejected.
- e) EVALUATION OF BIDS: Bids determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. In evaluating the bids, TMA will determine the evaluated price for each proposal by adjusting the price quotation to correct any arithmetical errors as follows:
- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - Where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - If a Supplier refuses to accept the correction, his Bid will be rejected.
 - TMA is not bound to accept the lowest, or any, tender. We also reserve the right to request any, or all, to clarify the bids submitted.

Evaluation Criteria

The evaluation criteria will be based on compliance and non-compliance. The name of the item, description, and quantities will be reviewed. The technical submissions will be evaluated in one main stage. A Bidder is required to explicitly state the technical specifications for their proposed equipment's against each line item. Additional specifications can also be provided for separately.

The detailed evaluation criteria for each stage are provided below:

No	Item	Description	Qty
1	Microwave oven for fruit maturity levels through Dry matter determination.	<ul style="list-style-type: none"> • Power: 900W • Capacity: 23 Litres. • Digital Control • Touch control panel • Memory cooking (a combination of different programs) • Strong glass door • Grey interior cavity • Extra-large cavity space • Normal cooking programs (power and time setting) with a low power setting function • External door handle • Easy to clean interior • H: 281, W: 483, D: 394 	10
2	Moisture analyser for fruits and vegetables	<p>Features:</p> <ul style="list-style-type: none"> • IR emitter heating element • Accuracy of Moisture readout at 0.001% • 50 g capacity and 0.001 g readability • Quick setup • Simple navigation through menus requiring little to no training • Temperature range up to 160°C in 1° increments • Drying Profiles: standard, fast, step, mild • Finish Mode: manual, automatic, time-defined, user-defined • Display is LCD back-lit • Heating chamber is easy to clean without any special tools required • Pan handling tool included to make sample placement and removal a breeze • Includes in-use cover, pan handler and power source • 3.5" / 90 mm pans • Sample trace-ability <p>Functions:</p> <ul style="list-style-type: none"> • Drying Modes • Sample Drying • Moisture Content Analysis • Dry Mass Determination <p>Databases: Collected Data is Registered in 6 databases</p> <ul style="list-style-type: none"> • Users (up to 10 users) • Products (up to 1000 products) 	3

No	Item	Description	Qty
		<ul style="list-style-type: none"> • Weighings (up to 1000 weighings) • Tares (up to 100 tares) • Programs (up to 100 drying programs) • Drying process reports (up to 1000 reports) 	
3	Avocado Quality Meter for Dry matter determination.	<ul style="list-style-type: none"> • Spectrometer: Hamamatsu C11708MA • Range: 640-1050 nm • Spectral Sample Size: 2.3 nm • Spectral Resolution: 20 nm (FWHM) maximum • Light Source: Halogen Tungsten Lamp with gold reflector • Lens: Fused silica coated to enhance NIR • Shutter: White painted reference standard • Display: Sunlight visible transreflective LCD screen with backlight • PC Interface: Wi-Fi • Data Recorded: Raw data, reflectance, absorbance, first derivative second derivative, GPS coordinates, Date, Time • Measurement: Dry Matter • Power Source: Removable 3400 milliamp hour lithium-ion batteries • Battery Life: 500+ measurements • Body: Heavy-duty powder coated aluminum body • Dimensions: 18cm H, 12cm W, 45cm thick • Weight: 1.05 k 	5
4	Digital Penetrometer for fruit firmness test	<p>Highest quality digital hand-held penetrometer.</p> <p>Digital Fruit Penetrometer Features:</p> <ul style="list-style-type: none"> • High precision sensor with peak hold and zero functions • Large, reversible LCD with back light • Accommodates four different tip sizes • 3.5 mm to RS-232/USB connection • Can be attached to the manual test stand for additional stability • Supplied complete with manual, hard carrying case and tips (3, 6, 8, 11 mm) <p>Tester Specifications:</p> <ul style="list-style-type: none"> • Capacity & Resolution: <ul style="list-style-type: none"> ○ 20.00 kg x 0.01 kg ○ 44.00 lb x 0.01 lb ○ 196.00 N x 0.05 N • Accuracy: $\pm 0.5\%$ + 2 digits • Unit: kg, lb, Newton • Update Time: <ul style="list-style-type: none"> ○ Fast setting: 0.2 second ○ Slow setting: 0.6 second • Power: Six 1.5 V AA batteries or DC 9V adapter (not included) • Dimensions: 8.5" x 3.5" x 1.8" • Weight: 1.43 lb (650 g) 	10
5	Pesticide Test Strips to determine the	<ul style="list-style-type: none"> • Type: Rapid detection test strips • Detection Method: Lateral Flow Immunoassay (LFIA) 	100

No	Item	Description	Qty
	<p>presence of pesticide residues in fruits, vegetables, raw milk, honey and so on</p>	<ul style="list-style-type: none"> • Target Pesticides: Organophosphorus, carbamate, pyrethroid, neonicotinoid, and other common pesticides • Detection Limits: Typically, in the range of 0.01-1 µg/kg (ppb) depending on the specific pesticide. • Sample Types: Fruits, vegetables, raw milk, honey, grains, and other produce. • Test Time: Results are available within 5-30 minutes. • Shelf Life: Approximately 12 months. • Accuracy: High sensitivity and specificity, with low limits of detection. • Ease of Use: Designed for on-site testing with minimal training required. No lab equipment required; simple dip-and-read or drop method • Components: Test strips, buffer solution, and instructions for use. 	
6	<p>Antibiotics residue rapid test kit for milk</p>	<ul style="list-style-type: none"> • Antibiotic residue testing kits for milk quality testing. • Set of rapid test strips for Beta-lactam, Sulfonamide, and Tetracycline residues in milk. • The set contains for each test a testing strip, a reagent micro well and plastic pipette. • Supplied with the antibiotic kits incubation set. • Analyte: Sulfonamides • Sample Type: Raw cow's milk • Methodology: Colloidal Gold Immunochromatography Lateral Flow Assay • Packaging: 96 Tests • Test strips: 12×8 strips • Microwells: 12×8 wells • Storage Stored at a dry place away from the sunlight and the storage temperature is 2-8°C. DO NOT FREEZE! • Shelf life: The validity for this kit almost 12 months at delivery time • Application: This test is designed for on-site rapid detection or daily control in laboratories 	100
7	<p>California Mastitis Rapid Test Kit</p>	<ul style="list-style-type: none"> • Reagent Composition: Detergent (e.g., sodium lauryl sulfate) and pH dye • Test Volume: ~2-3 ml of milk per quarter • Temperature 20-25°C (68-77°F) • Result Time: Immediate (~10 seconds of swirling) • Shelf Life: 1-2 years • Storage Conditions: 5-30°C, dry and cool place • Interpretation: Based on gel formation and (optional) color change • Safety: Generally non-toxic; 	200
8	<p>Rapid test kits for Aflatoxin M1 in corn and corn products, complete and ready to use and supplied with all accessories.</p>	<ul style="list-style-type: none"> • A single-step lateral flow immunochromatographic assay based on a competitive immunoassay format intended for the quantitative testing of aflatoxin in corn and corn products • Kits compatible with AccuScan Gold Lateral Flow Test Reader • Strips and reagents with Shelf life not below one year from delivery time • Supplied with 65% ethanol (20 L) <p>Features:</p> <ul style="list-style-type: none"> • Easy to use Lateral Flow format 	100

No	Item	Description	Qty
		<ul style="list-style-type: none"> • Portable Reader with data management software • Rapid and accurate qualitative testing (Results available in <10minutes) • Broad range of validated and approved commodities <p>Product Specifications:</p> <ul style="list-style-type: none"> • Range: 2-150 ppb • Antibody cross-reactivity: Total aflatoxins (M1) • Storage: Room temperatures, 18-30°C • Tests per kit: 25 • Matrix: Milk. • Approvals: GIPSA 2013-041 	
9	Aflatoxin M1 Qualitative Rapid Test Strips for milk and milk products	<ul style="list-style-type: none"> • Used for testing aflatoxin presence in Raw milk, pasteurized milk, fermented milk, milk beverage, whipping cream, cream • Analyte: Aflatoxin M1 • Methodology: Lateral Flow Assay • Packaging: 96 Tests • The kits stored in a dry place away from the sunlight. • The storage temperature for the kits is 4-30°C. • DO NOT FREEZE! • The validity of 12 months from delivery time • designed for on-site rapid detection or daily control 	100
10	Meat lactams test kits	<ul style="list-style-type: none"> • a 10min lateral flow rapid test kit for the detection of β-lactams drugs in meat. • Kit Principle: <u>Rapid Test</u> • Test Type: Single Test • Categories: <u>Food Safety Rapid Tests</u> • Applications: Meat Testing • Key features: <ul style="list-style-type: none"> ○ Ready to use kits for farmers, slaughterhouse, etc ○ No incubation required ○ Result visible in less than 10min ○ Receptor assay with broad-specificity to β-lactam antibiotics. • Test Kit Components: <ul style="list-style-type: none"> ○ β-lactam Test Strip, 48pcs ○ Microwell reagent, 48wells ○ Plastic Pipette, 50pcs ○ Sample buffer, 15ml, 2pcs 	100
11	Meat Tetracyclines Rapid Test Kit	<ul style="list-style-type: none"> • A lateral flow immunochromatographic assay that determines a qualitative level for the presence of Tetracyclines and is intended for use in animal tissue, seafood. • Suitable for the rapid on-site test. • Kit Principle: <u>Rapid Test</u> • Test Type: Single Test • Categories: <u>Food Safety Rapid Tests</u> • Applications: Meat Testing • Ready to use kits for lab staff • No organic solvent required 	50

No	Item	Description	Qty
		<ul style="list-style-type: none"> • Result visible in 10min • Broad-specific to all tetracyclines, including tetracycline, oxytetracycline, doxycycline, chlortetracycline. • Kit Components: <ul style="list-style-type: none"> ○ TC Test Strip, 96pcs ○ Microwell reagent, 96wells ○ Plastic Pipette, 96pcs ○ Sample buffer 	
12	Meat Sulfonamides Rapid Test Kit	<ul style="list-style-type: none"> • Kit Principle: Rapid Test • Test Type: Single Test • Categories: Food Safety Rapid Tests • Applications: Meat Testing • Ready to use kits for lab staff • No organic solvent required • Result visible in 10min • Broad-specific to all TC • Kit Components: <ul style="list-style-type: none"> ○ Sulfonamides Test Strip, 48pcs ○ Microwell reagent, 48wells ○ Plastic Pipette, 48pcs ○ Sample buffer, 15ml, 2pcs 	100
13	Meat Macrolides Rapid Test Kit	<ul style="list-style-type: none"> • Kit Principle: <u>Rapid Test</u> • Test Type: Single Test • Categories: <u>Food Safety Rapid Tests</u> • Applications: Meat Testing • Ready to use kits for lab staff • No organic solvent required • Result visible in 10min • Broad-specific to all TC • Kit Components: <ul style="list-style-type: none"> ○ Macrolides Test Strip, 48pcs ○ Microwell reagent, 48wells ○ Plastic Pipette, 48pcs ○ Sample buffer, 15ml, 2pcs 	100

PART C - General and Technical proposal Format

The Technical response to the ITT **MUST** be presented in the following format. The max no. of pages **MUST** be adhered to.

Proposal Section
Table of Content (with active links to respective pages)
Executive Summary
Introduction

Part 1	Technical proposal
Annexes	Annex 1: Certificate/Evidence of Completion of assignments/letter of acceptance/delivery note
	Annex 2: Proof to be accredited providers of maintenance services of equipment appointed by distributors or the manufacturers.
	Annex 3: Product catalogue providing a clear description of the equipment and specification.
Max. no of pages 150.	

- 5) The evaluated price shall be inclusive of all costs and taxes including Value Added Tax (VAT) for all the items to be supplied and delivered in each and every location. Taxes shall be shown as a separate line item.
- 6) Government Tax Obligations
The following tax laws shall apply:
- Rwanda Government tax laws shall apply to the contract.
- 7) AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. TMA 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 any Bidder.
- 8) VALIDITY OF THE BID: Your bid should be valid for a period of Ninety (90) days from the deadline for receipt of bid indicated in Clause 4 (b) - of this Invitation To Tender.
- 9) DEVIATIONS, RESERVATIONS, AND OMISSIONS: During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 10) DETERMINATION OF RESPONSIVENESS: Determination of a bid's responsiveness is to be based on the contents of the bid itself.
A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would: -
- (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

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- (ii) Limit in any substantial way, inconsistent with the Bidding Document, TMA's rights or the Bidder's obligations under the proposed Contract; or
- (iii) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

TMA shall examine the technical aspects of the bid submitted in particular, to confirm that all requirements have been met without any material deviation, reservation or omission.

If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by TMA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

- 11) NONCONFORMITIES, ERRORS, AND OMISSIONS: Provided that a bid is substantially responsive, TMA may waive any non-conformity in the bid.

Provided that a bid is substantially responsive, TMA may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

Provided that a bid is substantially responsive, TMA shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

- 12) TMA'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD: At the time of award, TMA reserves the right to increase or decrease the quantity of the Goods and Related Services originally specified in the Schedule of Supply, provided this does not exceed 20% of the original quantity and without any change in the unit prices or other terms and conditions of the Bidding document.

- 13) Further information can be obtained from:

TradeMark Africa
Procurement Unit

All queries quoting the above Tender Title and Number should be emailed to procurement@trademarkafrica.com. TMA cannot answer any query relating to this tender seven days or less prior to the submission deadline.

- 14) Under TMA's Policy on Preventing, Detecting and Remediating Fraud and Corruption, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. TMA will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

- 15) COMPLAINTS: Any questions, queries or concerns about the procurement process should be raised directly with the Head of Procurement in the first instance via procurement@trademarkafrica.com

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who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to complaints@trademarkafrica.com

Sincerely,

Head of Procurement,

TradeMark Africa (TMA)

procurement@trademarkafrica.com

I. AGREEMENT

This CONTRACT AGREEMENT (“Contract”) is made as of the [day] of [month], [year], between, [full legal name of the Implementing Agency] (“TMA”), on the one part, and [full legal name of the Supplier] (“Supplier”), on the other part.

RECITALS

WHEREAS:

- (a) TradeMark Africa (TMA) invited bids for the supply of those goods on the terms and conditions set forth in this Contract and has accepted a bid by the Supplier for [ITT Number: PRQ20241014] – Supply, Delivery, Installation, Calibration & Maintenance of rapid test tool kits to support value chain's compliance with quality standards and SPS requirements

THEREFORE, the parties hereto agree as follows:

- (b) In consideration of the payments to be made by TMA to the Supplier as set forth in this Contract, the Supplier hereby covenants with TMA to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- (c) Subject to the terms of this Contract, TMA hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price (as defined below) or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day, month and year first indicated above.

TradeMark Africa

Supplier:

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

II. TERMS AND CONDITIONS OF SUPPLY

Project Name: PRQ20241014 – SUPPLY, DELIVERY, INSTALLATION, CALIBRATION & MAINTENANCE OF RAPID TEST TOOL KITS TO SUPPORT VALUE CHAIN'S COMPLIANCE WITH QUALITY STANDARDS & SPS REQUIREMENTS

Implementing Agency: TradeMark Africa

Recipient: NAEB, RICA, Packhouses, Abattoirs, Milk Collection Centres (MCCs) and TradeMark Africa (TMA)

Consignee: _____ **Package No.** _____

1. Schedule for Supply

S. No	Item No	Quantity	Delivery Time

Specify, if applicable:

- Spare Parts
- Tools and Accessories
- Manuals
- Maintenance Requirements

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding thirty (30) days from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on from "warehouse" to "warehouse" on "All risks" basis. All risks, meaning the insurance cover shall include all kinds of risks including risks in times of war and strikes.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of **Republic of Rwanda**.

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6. Resolution of Disputes: TMA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the event the dispute remained unresolved between TMA and the Supplier, the dispute shall be settled by a single person adjudicator to be named and agreed upon by both parties whose decision is final, not appealable and immediately executory.

7. Delivery and Documents: Upon shipment (if applicable) or in case of in-land delivery, the Supplier shall notify TMA and the Insurance Company by e-mail or any expeditious way of delivery, the full details of shipment/delivery of the goods, including purchase order number, description of goods, packing list showing the quantity, the vessel or truck/vehicles, the Forwarding Receipt from freight Company showing full details, port of loading(as applicable) , delivery dates, port of discharge or place of destination and unloading, etc. The Supplier shall mail the following documents to TMA, with a copy to the Insurance Company:
 - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (ii) Duplicate air/ truck transport document and/ or duplicate of railway transport document (as applicable), and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked "Freight Prepaid";
 - (iii) Copies of the packing list identifying contents of each package;
 - (iv) Manufacturer's or supplier's warranty certificate;
 - (v) Certificate of origin;
 - (vi) Certificate of quality.

The above documents shall be received by TMA at least one week before arrival of the goods at the port or place of arrival (as applicable) or destination and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: payments will be made upon presentation of invoice supported by delivery receipts and a certificate of acceptance on the delivered goods and other required supporting documents as appropriate to be made through direct payments in favor of the supplier.

9. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to TMA. Please specify warranty period and terms in detail.

10. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.

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11. Defects: All defects will be corrected by the Supplier without any cost to TMA within 30 days from the date of notice by TMA. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Address _____

12. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of TMA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify TMA in writing of such condition and the cause thereof. Unless otherwise directed by TMA in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

13. Required Technical Specifications:

- (i) General Description
- (ii) Specific details and technical standards

Supplier confirms compliance with the specifications [Note: In case of deviations supplier to list all such deviations.]

14. Failure to Perform: TMA may cancel or terminate the Agreement in accordance with the terms and conditions and as described below:

Termination by TMA

Termination for Default:

Without prejudice to any other remedies that may be available to it for breach of this Contract, TMA, upon written notice to the Supplier, may terminate this Contract, in whole or in part, in case of the occurrence of any of the events specified in sub-paragraphs (a) through (f) below:

- (a) If the Supplier, in the judgment of TMA or TMA, fails to perform its obligations relating to the use of funds, termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Supplier repay any and all funds so misused within a maximum of thirty (30) days after termination.

- (b) If the Supplier fails to deliver or perform any or all of the Goods or Related Services within the period specified in this Contract, or within any extension thereof granted by TMA. Termination under this provision shall become effective immediately upon the expiration of thirty (30) days after delivery of the notice of termination or such later date as may be specified by TMA. In the event that TMA terminates this Contract in whole or in part, pursuant to this sub-paragraph, TMA may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to TMA for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- (c) If the Supplier does not remedy a failure to perform any of its other obligation under this Contract (other than a failure contemplated by sub-paragraphs (a) or (b) immediately preceding this sub-paragraph) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by TMA. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days or such later date as may be specified TMA.
- (d) If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of its obligations for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by TMA.
- (e) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by TMA.
- (f) If the Supplier (or any Subcontractor or any of their respective personnel), in the judgment of MEA, has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in competing for or in the performance of this Contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.

Termination for Insolvency

TMA may at any time terminate this Contract by giving notice to the Supplier if the Supplier becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by TMA in such notice of termination. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TMA.

Termination for Convenience

- (a) TMA, by notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time in its sole discretion for its convenience. The notice of termination shall specify that termination

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is for TMA's convenience, the extent to which performance of the Supplier under this Contract is terminated, and the date upon which such termination becomes effective.

- (b) In the case of any termination in accordance with the conditions of contract, the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by TMA at this Contract terms and prices. For the remaining Goods, TMA may elect:
- To have any portion completed and delivered at the terms and prices set forth in this Contract; and/or
 - To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Suspension or Termination Related to the Funding or Applicable Law

- (a) TMA, by notice sent to the Supplier, may suspend or terminate this Contract, in whole or in part, if the funding expires, is suspended or terminates in whole or in part in accordance with the terms of the funding. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended the Supplier has an obligation to mitigate all expenses, damages and losses to TMA during the period of the suspension.
- (b) TMA, by notice sent to the Supplier, may suspend or terminate this Contract, in whole or in part, if suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended the Supplier has an obligation to mitigate all expenses, damages and losses to TMA during the period of the suspension.

Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period (s) specified in the contract, TMA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 2% for every week's delay of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods.

In the case of non-performance by the Supplier after the application of the maximum fine, TMA shall have all rights, after giving written notice to the Supplier, to:

- a. Exercise any performance guarantee;
- b. Terminate the contract; and
- c. Enter into a contract with a third party at the Supplier's cost.

III. Bid Submission Form

[The Bidder shall complete this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted].

Re: PRQ20241014

Bid Ref: SUPPLY, DELIVERY, INSTALLATION, CALIBRATION & MAINTENANCE OF RAPID TEST TOOL KITS TO SUPPORT VALUE CHAIN'S COMPLIANCE WITH QUALITY STANDARDS & SPS REQUIREMENTS

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document.
- b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in Schedule of Requirements.
- c) The total lump-sum price of our Bid, excluding any discounts offered in item (d) below is: [insert the total Bid price in words and figures, including the various amounts and respective currencies].
- d) The discounts offered and the methodology for their application are:
 - (i) Discounts: If our Bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of Schedule of Requirements to which it applies].
 - (ii) Methodology of Application of the Discounts: The discounts shall be applied using the following: [Specify in detail the method that shall be used to apply the discount]
- e) Our Bid shall be valid from the date fixed for the Bid submission deadline in accordance with this ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f) We, including any Subcontractors or sub-suppliers for any part of the Contract, have nationalities from eligible countries [Insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a joint venture, and the nationality of each Subcontractor and supplier].
- g) We are aware of, and will comply with, the rules on prohibited activities, restricted parties and eligibility requirements of prohibited source provisions in accordance with applicable law, regulations and policy.
- h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bid process or execution of the Contract: [Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

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(If none has been paid or is to be paid, indicate "none.")

- i) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed:

Name:

In the capacity of:

Duly authorized to sign on behalf of:

Date:

Email address:

SECTION I - TERMS OF REFERENCE

SUPPLY, DELIVERY, INSTALLATION, CALIBRATION AND MAINTENANCE OF RAPID TEST TOOL KITS TO SUPPORT VALUE CHAINS'S COMPLIANCE WITH QUALITY STANDARDS&SPS REQUIREMENTS

1. Background

TradeMark Africa (TMA), formerly Trademarks East Africa), is an Aid-for-Trade organisation that was established in 2010, with the aim of growing prosperity through increased trade. TMA operates on a not-for-profit basis and is funded by the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Netherlands, Norway, the United Kingdom and the United States of America. TMA works closely with regional intergovernmental organisations, including the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East Africa Community (EAC), the Intergovernmental Authority on Development (IGAD), the Common Market for East and Southern Africa (COMESA), the Southern Africa Customs Union (SACU), national Governments, the private sector and civil society organisations.

The first two strategic periods of TMA (2010-2023) have contributed to substantial gains for trade and regional integration in East Africa and the Horn of Africa in terms of decreased cargo transit times (reduction of 16.5% on the Northern Corridor from Mombasa to Bujumbura), improved border efficiency (the time to cross targeted one stop border posts has been reduced by an average of 70%), and reduced barriers to trade. The continental-wide shift and rebrand to TMA was officially launched in West Africa in January 2023, with Ghana being the first country of operations in the region.

In 2022, TMA set up a catalytic finance company – Trade Catalyst Africa – that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs). Both TCA's and TMA's headquarters are in Nairobi, Kenya. Offices are in: EAC Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Rwanda, Somaliland, Tanzania, and Uganda, with operations in Mozambique, South Sudan and Zambia. For more information, please visit www.trademarkafrica.com

Value-Added Initiative to Boost Employment (VIBE) is a five-year programme jointly implemented by TradeMark Africa and International Trade Center (ITC) in partnership with Mastercard Foundation aiming to increase dignified and fulfilling jobs for the youth, particularly women (70%), refugees (5%), and persons with disabilities (5%) in Rwanda. The programme targets systemic change, through working directly with MSMEs by providing firm-level support, collaborating with the private sector federation and member organisations for business advocacy, and with government ministries, and institutions to address systemic barriers to trade. Also, through various workstreams such as inclusive market access, Digital systems for Market Access, Digital Systems for Trade Processes and Improved Compliance to Quality Standards and SPS for agricultural value chains, VIBE targets to support 22,450 MSMEs through interventions that will address structural and business level constraints and consequently create an estimated 43,000 jobs for the youth from 2023 to 2028. VIBE programme seeks to improve the uptake of key SPS measures by supported MSMEs through training and improving firm capacity, while at the same time increasing the number of SPS practitioners for sustainability and improved outreach.

2. Objectives

VIBE intends to procure rapid test tool kits to assist inspectors and MSMEs in the horticulture, meat/poultry, and dairy value chains with ensuring product compliance to quality and SPS standards. The scope of this tender will include the supply, delivery, installation, calibration, maintenance, and provision of training on the use of these kits. This will enable inspectors and value chain actors to monitor fruit dry matter and Maximum Residue Levels (MRLs) in fruits, vegetables, dairy, and meat. The tool kits will be provided to the National Agricultural Export Development Board (NAEB), Rwanda Inspectorate, Competition and Consumer Protection Authority (RICA), packhouses, milk collection centers, and abattoirs across the country. TMA is inviting bids from suitably qualified and eligible firms for the supply of rapid test tool kits to support compliance with quality standards and Sanitary and Phytosanitary (SPS) requirements in the value chains mentioned above.

3. Scope of Works

- a. The supply and delivery of test tool kits listed in the Bill of Materials below at NAEB and RICA in the City of Kigali, Rwanda in pre-determined quantities.
- b. Conduct training of key users on the use of the test tool kits supplied.
- c. Installation, calibration and maintenance of the equipment supplied for a year.

4. Reporting and Project Management Coordination

- The bidder must submit an implementation plan with clear milestones aligned to the contract timelines and responsibilities.
Throughout the implementation, the bidder will be required to collaborate with and provide regular progress updates to TradeMark Africa Programme Management Team, beneficiary institutions (NAEB & RICA), and the firm implementing the Standards and SPS intervention.

5. Timeframe

The tool kits should be delivered within four (4) weeks from the contract signature date.

6. Recipient

The beneficiaries of this assignment include:

- a) NAEB
- b) RICA
- c) Packhouses
- d) Abattoirs
- e) Milk Collection Centres (MCCs)
- f) TMA

7. Warranty

- a. The supplier warrants, for the duration of the warranty period commencing from the date of acceptance of each product, that all products supplied under this contract shall have no defect arising from design or workmanship.

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- b. The warranty period for all the tool kits shall not be less than 12 months from the date of acceptance certificate for each product/item.
- c. TMA and/or its partner organisation, shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to TMA and/or its partner organizations.
- d. If the supplier, having been notified, fails to remedy the defect(s) within the specified period, TMA and/or its partner organization may proceed to take such reasonable remedial action as may be necessary, at suppliers' risk and expense and without prejudice to any other rights, which TMA and/or its partner organization may have against the supplier under the contract.

8. Required Bidder Qualifications

a. General Qualifications

The Bidder should meet/submit the following:

- a. Submit the firms' Registration Certificate.
- b. Submit a Tax Compliance Certificate
- c. Submit a Valid Business License
- d. Submit a PIN/TIN certificate(s)
- e. Submit prices that are inclusive of VAT and all other applicable taxes
- f. Indicate Bid validity period in the Proposal
- g. Indicate Delivery period in the Proposal
- h. Indicate Warranty period where applicable

b. Firm Qualifications

The firm undertaking this assignment MUST:

- Demonstrate experience in executing similar activities through at least three (3) reference assignments, where the firm has supplied, delivered, installed similar equipment, and provided training.
- The firm carrying out this assignment must designate at least one Project Lead and have an office or partner based in Rwanda to provide on-site support as needed.
- Must be an authorised dealers/vendors/suppliers of genuine equipment or such products of the same nature.
- Must be authorised by the equipment's appointed distributors or the manufacturers themselves to provide maintenance services.

9. Budget of the Project

The proposed budget for this assignment is estimated between USD 100,000 – 130,000 which is inclusive of all applicable taxes, delivery and training costs and other incidental charges.

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	Description	Qty	Supplier's Item Specifications (please indicate the specifications of the proposed item)	C (Complied)/ NC (Not Complied)	Unit Cost (US\$)	Total Cost (US\$)
Microwave oven for fruit maturity levels through Dry matter determination.	<ul style="list-style-type: none"> • Power: 900W • Capacity: 23 Litres. • Digital Control • Touch control panel • Memory cooking (a combination of different programs) • Strong glass door • Grey interior cavity • Extra-large cavity space • Normal cooking programs (power and time setting) with a low power setting function • External door handle • Easy to clean interior <p>H: 281, W: 483, D: 394</p>	10				
Moisture analyser for fruits and vegetables	<p>Features:</p> <ul style="list-style-type: none"> • IR emitter heating element • Accuracy of Moisture readout at 0.001% • 50 g capacity and 0.001 g readability • Quick setup • Simple navigation through menus requiring little to no training 	3				

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	<ul style="list-style-type: none"> • Temperature range up to 160°C in 1° increments • Drying Profiles: standard, fast, step, mild • Finish Mode: manual, automatic, time-defined, user-defined • Display is LCD back-lit • Heating chamber is easy to clean without any special tools required • Pan handling tool included to make sample placement and removal a breeze • Includes in-use cover, pan handler and power source • 3.5" / 90 mm pans • Sample trace-ability <p>Functions:</p> <ul style="list-style-type: none"> • Drying Modes • Sample Drying • Moisture Content Analysis • Dry Mass Determination <p>Databases: Collected Data is Registered in 6 databases</p> <ul style="list-style-type: none"> • Users (up to 10 users) • Products (up to 1000 products) • Weighings (up to 1000 weighings) • Tares (up to 100 tares) • Programs (up to 100 drying programs) • Drying process reports (up to 1000 reports) 					
<p>Avocado Quality Meter for Dry matter determination.</p>	<ul style="list-style-type: none"> • Spectrometer: Hamamatsu C11708MA • Range: 640-1050 nm • Spectral Sample Size: 2.3 nm • Spectral Resolution: 20 nm (FWHM) maximum • Light Source: Halogen Tungsten Lamp with gold reflector • Lens: Fused silica coated to enhance NIR 	5				

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	<ul style="list-style-type: none"> • Shutter: White painted reference standard • Display: Sunlight visible transfective LCD screen with backlight • PC Interface: Wi-Fi • Data Recorded: Raw data, reflectance, absorbance, first derivative second derivative, GPS coordinates, Date, Time • Measurement: Dry Matter • Power Source: Removable 3400 milliamp hour lithium-ion batteries • Battery Life: 500+ measurements • Body: Heavy-duty powder coated aluminum body • Dimensions: 18cm H, 12cm W, 45cm thick <p>Weight:1.05 k</p>					
<p>Digital Penetrometer for fruit firmness test</p>	<p>Highest quality digital hand-held penetrometer.</p> <p>Digital Fruit Penetrometer Features:</p> <ul style="list-style-type: none"> • High precision sensor with peak hold and zero functions • Large, reversible LCD with back light • Accommodates four different tip sizes • 3.5 mm to RS-232/USB connection • Can be attached to the manual test stand for additional stability • Supplied complete with manual, hard carrying case and tips (3, 6, 8, 11 mm) <p>Tester Specifications:</p> <ul style="list-style-type: none"> • Capacity & Resolution: <ul style="list-style-type: none"> ○ 20.00 kg x 0.01 kg ○ 44.00 lb x 0.01 lb ○ 196.00 N x 0.05 N • Accuracy: $\pm 0.5\%$ + 2 digits 	10				

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	<ul style="list-style-type: none"> • Unit: kg, lb, Newton • Update Time: <ul style="list-style-type: none"> ○ Fast setting: 0.2 second ○ Slow setting: 0.6 second • Power: Six 1.5 V AA batteries or DC 9V adapter (not included) • Dimensions: 8.5" x 3.5" x 1.8" • Weight: 1.43 lb (650 g) 					
<p>Pesticide Test Strips to determine the presence of pesticide residues in fruits, vegetables, raw milk, honey and so on</p>	<ul style="list-style-type: none"> • Type: Rapid detection test strips • Detection Method: Lateral Flow Immunoassay (LFIA) • Target Pesticides: Organophosphorus, carbamate, pyrethroid, neonicotinoid, and other common pesticides • Detection Limits: Typically, in the range of 0.01-1 µg/kg (ppb) depending on the specific pesticide. • Sample Types: Fruits, vegetables, raw milk, honey, grains, and other produce. • Test Time: Results are available within 5-30 minutes. • Shelf Life: Approximately 12 months. • Accuracy: High sensitivity and specificity, with low limits of detection. • Ease of Use: Designed for on-site testing with minimal training required. No lab equipment required; simple dip-and-read or drop method <p>Components: Test strips, buffer solution, and instructions for use.</p>	100				
<p>Antibiotics residue rapid test kit for milk</p>	<ul style="list-style-type: none"> • Antibiotic residue testing kits for milk quality testing. • Set of rapid test strips for Beta-lactam, Sulfonamide, and Tetracycline residues in milk. • The set contains for each test a testing strip, a reagent micro well and plastic pipette. • Supplied with the antibiotic kits incubation set. • Analyte: Sulfonamides 	100				

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	<ul style="list-style-type: none"> • Sample Type: Raw cow's milk • Methodology: Colloidal Gold Immunochromatography Lateral Flow Assay • Packaging: 96 Tests • Test strips: 12x8 strips • Microwells: 12x8 wells • Storage Stored at a dry place away from the sunlight and the storage temperature is 2-8°C. DO NOT FREEZE! • Shelf life: The validity for this kit almost 12 months at delivery time • Application: This test is designed for on-site rapid detection or daily control in laboratories 					
<p>California Mastitis Rapid Test Kit</p>	<ul style="list-style-type: none"> • Reagent Composition: Detergent (e.g., sodium lauryl sulfate) and pH dye • Test Volume: ~2-3 ml of milk per quarter • Temperature 20-25°C (68-77°F) • Result Time: Immediate (~10 seconds of swirling) • Shelf Life: 1-2 years • Storage Conditions: 5-30°C, dry and cool place • Interpretation: Based on gel formation and (optional) color change <p>Safety: Generally non-toxic;</p>	200				
<p>Rapid test kits for Aflatoxin M1 in corn and corn products, complete and ready to use and</p>	<ul style="list-style-type: none"> • A single-step lateral flow immunochromatographic assay based on a competitive immunoassay format intended for the quantitative testing of aflatoxin in corn and corn products • Kits compatible with AccuScan Gold Lateral Flow Test Reader • Strips and reagents with Shelf life not below one year from delivery time • Supplied with 65% ethanol (20 L) 	100				

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<p>supplied with all accessories.</p>	<p>Features:</p> <ul style="list-style-type: none"> • Easy to use Lateral Flow format • Portable Reader with data management software • Rapid and accurate qualitative testing (Results available in <10minutes) • Broad range of validated and approved commodities <p>Product Specifications:</p> <ul style="list-style-type: none"> • Range: 2-150 ppb • Antibody cross-reactivity: Total aflatoxins (M1) • Storage: Room temperatures, 18-30°C • Tests per kit: 25 • Matrix: Milk. <p>Approvals: GIPSA 2013-041</p>					
<p>Aflatoxin M1 Qualitative Rapid Test Strips for milk and milk products</p>	<ul style="list-style-type: none"> • Used for testing aflatoxin presence in Raw milk, pasteurized milk, fermented milk, milk beverage, whipping cream, cream • Analyte: Aflatoxin M1 • Methodology: Lateral Flow Assay • Packaging: 96 Tests • The kits stored in a dry place away from the sunlight. • The storage temperature for the kits is 4-30°C. • DO NOT FREEZE! • The validity of 12 months from delivery time designed for on-site rapid detection or daily control 	<p>100</p>				

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<p>Meat lactams test kits</p>	<p>Beta-rapid</p> <ul style="list-style-type: none"> • a 10min lateral flow rapid test kit for the detection of β-lactams drugs in meat. • Kit Principle: <u>Rapid Test</u> • Test Type: Single Test • Categories: <u>Food Safety Rapid Tests</u> • Applications: Meat Testing • Key features: <ul style="list-style-type: none"> ○ Ready to use kits for farmers, slaughterhouse, etc ○ No incubation required ○ Result visible in less than 10min ○ Receptor assay with broad-specificity to β-lactam antibiotics. • Test Kit Components: <ul style="list-style-type: none"> ○ β-lactam Test Strip, 48pcs ○ Microwell reagent, 48wells ○ Plastic Pipette, 50pcs <p>Sample buffer, 15ml, 2pcs</p>	<p>100</p>				

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<p>Meat Tetracyclines Rapid Test Kit</p>	<ul style="list-style-type: none"> • A lateral flow immunochromatographic assay that determines a qualitative level for the presence of Tetracyclines and is intended for use in animal tissue, seafood. • Suitable for the rapid on-site test. • Kit Principle: <u>Rapid Test</u> • Test Type: Single Test • Categories: <u>Food Safety Rapid Tests</u> • Applications: Meat Testing • Ready to use kits for lab staff • No organic solvent required • Result visible in 10min • Broad-specific to all tetracyclines, including tetracycline, oxytetracycline, doxycycline, chlortetracycline. • Kit Components: <ul style="list-style-type: none"> ○ TC Test Strip, 96pcs ○ Microwell reagent, 96wells ○ Plastic Pipette, 96pcs <p>Sample buffer</p>	<p>50</p>				
<p>Meat Sulfonamides Rapid Test Kit</p>	<ul style="list-style-type: none"> • Kit Principle: Rapid Test • Test Type: Single Test • Categories: Food Safety Rapid Tests • Applications: Meat Testing • Ready to use kits for lab staff • No organic solvent required • Result visible in 10min • Broad-specific to all TC • Kit Components: <ul style="list-style-type: none"> ○ Sulfonamides Test Strip, 48pcs ○ Microwell reagent, 48wells ○ Plastic Pipette, 48pcs 	<p>100</p>				

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	Sample buffer, 15ml, 2pcs					
Meat Macrolides Rapid Test Kit	<ul style="list-style-type: none"> • Kit Principle: <u>Rapid Test</u> • Test Type: Single Test • Categories: <u>Food Safety Rapid Tests</u> • Applications: Meat Testing • Ready to use kits for lab staff • No organic solvent required • Result visible in 10min • Broad-specific to all TC • Kit Components: <ul style="list-style-type: none"> ○ Macrolides Test Strip, 48pcs ○ Microwell reagent, 48wells ○ Plastic Pipette, 48pcs <p>Sample buffer, 15ml, 2pcs</p>	100				

ANNEXES

ANNEX 1: SUPPLIER CODE OF CONDUCT

This document is shared as a separate document to the tender document.

ANNEX 2: DRAFT CONTRACT (This is for information purposes only)

[INSERT APPROPRIATE LOGO]

CONTRACT TITLE: [INSERT]

CONTRACT REFERENCE: [INSERT]

CONTRACT FOR: [INSERT]

PRODUCTS TO BE PROVIDED: [INSERT]

CLIENT: [INSERT]

CONTRACTUAL PARTNER: [INSERT]

SUPPLIER: [INSERT]

AMOUNT: [USD \$ [INSERT] (UNITED STATES DOLLARS)]

SOURCE OF FUNDING: TRADEMARK AFRICA (TMA)

DELIVERY: WITHIN **XX WEEKS** FROM THE DATE OF SIGNATURE OF THIS AGREEMENT.

DELIVERY LOCATION: [INSERT]

SECTION 1

GENERAL CONDITIONS OF CONTRACT

Definitions

In this Contract, the following terms shall be interpreted as indicated:-

1. "The Contract" means the agreement entered into between TMA and the supplier, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
2. "The Contract Price" means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations.
3. "The Goods" means all of the equipment, machinery, and/or other materials, which the supplier is required to supply to the Client under the Contract.
4. "The TMA " means TradeMark Africa
5. "The supplier" means the individual or firm supplying the Goods under this Contract.
6. "The Client" means the organization which TMA is procuring the goods/equipment on behalf.
7. "The Services" means those services ancillary to the supply of the goods, such as transportation and insurance, and any other related services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the supplier covered under the contract.

This is an Agreement between **[INSERT SUPPLIER NAME]**, having its principal place of business located at **[INSERT]**. (Hereinafter called the "Supplier") and "**TradeMark Africa**", having its principal place of business located at **[INSERT]** ; (hereinafter called the "Financier") to supply the designated equipment to **[INSERT]** (hereinafter called the "Client").

The terms of the agreement are as follows:

Article 1: PURPOSE AND PRINCIPLES OF THE AGREEMENT

The Agreement sets out the terms under which the Client is receiving the products provided by the Supplier. It comprises of four sections; the first containing the General conditions, the second containing the special conditions, third containing the technical specifications and the fourth section containing the price schedule.

The Supplier undertakes to deliver to the Client the products in accordance with their bid thereof. Having accepted the offer made by the Supplier, TMA agrees to pay the former a total price of **[INSERT AMOUNT IN WORDS & FIGURES]** inclusive of transport, installation costs and all applicable taxes.

There is no employer/employee relationship either actual or implied.

1. Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications Section 3.

2. Enforceability of the Contract

If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this contract.

3. Use of Contract Documents and Information

The Supplier shall not, without TMA's prior written consent, disclose the Contract, or any provision, specification, plan, drawing, pattern, sample, or information furnished by or on behalf of TMA.

4. Patent Rights

The supplier shall indemnify TMA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in TMA's country of operation.

5. Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful supplier shall furnish to TMA the performance security in the amount specified in Special Conditions of Contract.

- a) The performance security shall be payable to TMA as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

- b) The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to TMA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank acceptable to TMA.
- c) The performance security will be discharged by TMA and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the Contract, including any warranty obligations, under the Contract.

6. Inspection and Tests

The Client or their authorised agents shall have the right to carry out inspection of the products to determine their conformity with the technical specifications as laid down in the tender document and/or the bidder's offer. All goods supplied must be new, free of defect and manufactured recently. Used and/or refurbished goods or components will be automatically rejected.

- a) The inspections and tests may be conducted in the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.
- b) Should any inspected or tested goods fail to conform to the Specifications, the Client shall reject the goods, and the supplier replaces the rejected goods at no cost to TMA.

7. Prices

Prices charged by the Supplier for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

8. Assignment

The tenderer shall not assign, in whole or in part, its obligations under this Contract, except with TMA's prior written consent.

9. Subcontracts

The Supplier shall notify TMA in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract

10. Duration

The Agreement shall remain in force at all times until the contractual obligation of all parties has been fully executed.

11. Termination

Without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, TMA shall terminate this Contract in whole or in part if the Supplier fails to deliver any

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or all of the goods within the periods specified in the Contract or fails to perform any other obligation(s) under the Contract.

12. Delivery and Reception

The Supplier is responsible for delivering the products specified in Section 4. The products must be delivered within **xx weeks** from contract signing.

- a) The Client or his authorised representative shall be responsible for providing the premises for the receipt and inspection of the products. The Client or his authorised representative will deliver an acknowledgement of delivery when products are proven to be compliant both in quantity and description with the items listed in Section 3 of this agreement.
- b) The Supplier is responsible for installing and testing the products specified in Section 3. The Client or his authorised representative will deliver a certificate of acceptance when products are proven to be fully functional as per the product specifications specified in the bidder's offer and technical specifications laid down in the RFQ.

13. Payment

All invoices will be in United States Dollars addressed to TMA. Payment schedule will be as outlined in Section 4 of this Contract.

14. Performance Bond

In certain circumstances the Client or TMA may require the Supplier to provide a performance bond of 10% of the total contract price on signature of the agreement that shall lapse when certificate of acceptance has been released.

15. Supplier Equipment

Any equipment provided by the Supplier and that ownership of which is not transferred to the Client at the completion of the agreement shall be the sole responsibility of the Supplier and shall be removed from the Client's premises within one week of the completion of the agreement.

16. Insurance

The Supplier undertakes to have in place all legally required insurances throughout the entire duration of this agreement as well as any other specific insurance required by the Client as advised to the Supplier prior to signature of the agreement. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery.

17. Invoicing

Invoices presented to the TMA should include any import, customs duties, value added tax and any other fees or similar charges imposed. Original invoices should be sent to invoices@trademarkafrica.com. Invoices should clearly list the Contract Number, the dates and the months to which they relate. Invoices should also include details of the Consultant's bank account to which TMA shall transfer payments.

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, TMA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 2% for every week's delay of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods.

In the case of non-performance by the Supplier after the application of the maximum fine, the Client shall have all rights, after giving written notice to the Supplier, to:

- Exercise any performance guarantee;
- Terminate the contract; and
- Enter into a contract with a third party at the Supplier's cost.

19. Bankruptcy

If the Supplier shall become bankrupt or insolvent or have a receiving order made against it or compound with its creditors or commence winding up proceedings (not being a member's voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under a receiver for the benefit of its creditors or any of them, TMA shall be at liberty either:

- a) To terminate the Agreement forthwith by notice in writing to the bankrupt or insolvent party or to the Receiver or Liquidator or to any other person in whom the rights of the Supplier may become vested, or to
- b) Give such Receiver, Liquidator or other person the option of continuing the Agreement subject to such person providing a guarantee for the due and faithful performance of the Agreement within a period to be agreed.

20. Force Majeure

In the event of force majeure, the Supplier shall be entitled to an extension of delivery time equivalent to the period of delay. Force majeure is understood to include but not be limited to natural catastrophes, civil wars, and any circumstances that could not reasonably have been foreseen by a competent Supplier.

The Supplier shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21. Full Agreement

In addition to this contract the following constitute part of the agreement:

- Notification letter
- The bidder's offer
- The provisions of the tender document.

22. Limitation

This agreement constitutes the entire rights and obligations under this contract. There are no additions, deductions or alterations except upon the written agreement of both parties.

23. Applicable Law and Language

The language of the contract and the applicable law governing the contract shall be French and the Laws of **[INSERT]** respectively unless otherwise stated.

24. Dispute Resolution

TMA and the Supplier shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract if, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration. Unless settled amicably, any dispute, controversy or claim arising out of or relating to this contract, including its formation, its interpretation or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the laws of **[INSERT]** as presently in force.

Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

25. Joint venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

26. Taxes and Duties

The supplier shall be entirely responsible for all taxes, duties etc. incurred until delivery of the contracted goods to the purchaser.

27. Risk and Title

Risk and title for the goods shall pass upon delivery to the client site as defined in this contract.

28. Confidentiality

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TMA in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29. Warranty

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- c) This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract or any other time period indicated in the SCC.
- d) TMA shall promptly notify the Supplier in writing of any claims arising under this warranty.
- e) Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f) If the Supplier, having been notified, fails to remedy the defect(s) within, 21 days, TMA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which TMA may have against the Supplier under the Contract.
- g) Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate in this contract without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

30. Extension of Time

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify TMA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, TMA shall evaluate the situation

PRQ20241014: Supply, Delivery, Installation, Calibration & Maintenance of rapid test tool kits to support value chain's compliance with quality standards & SPS requirements and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

31. Transportation

The Supplier is required under the Contract to transport the Goods to the final destination. Transport to such final destination including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and related costs are deemed to be included in the Contract Price.

32. Effective Date of the Contract

This contract takes effect on the date that the last of the undersigned signatories attaches their signature.

Supplier

Financier

Name:

Name: Joseph Namwaya

Position:

Position: Head of Procurement

Signature:.....

Signature:.....

Date:.....

Date:.....

For and on behalf of XXXXXXXXXXXXXXXX

For and on behalf of TradeMark Africa

SECTION 2

SPECIAL CONDITIONS OF CONTRACT

1. Notes on Special Conditions of Contract

The clauses in this section are intended to assist TMA in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section 2 complement the General Conditions of Contract included in Section 1, specifying contractual requirements linked to the special circumstances of TMA and the goods being procured. In preparing Section 2, the following aspects should be taken into consideration.

- a) Information that complements provisions of Section 1 must be incorporated and,
- b) Amendments and/or supplements to provisions of Section 1, as necessitated by the circumstances of the goods being procured must also be incorporated.

Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Clause 5 – Performance Security	N/A
Clause 14 – Performance Bond	N/A
Clause 31 - Transportation	Delivered Duty Paid (DDP): The seller assumes all the risks and costs of transport (export fees, carriage, insurance, and destination port charges, and delivery to the final destination) and pays any import customs/duty.

SECTION 3

Terms of Reference and Technical Specifications

[INSERT]

SECTION 4**PRICE SCHEDULE FOR GOODS**

The following table includes core product specifications. Other detailed specifications in your offer as accepted must be considered as an integral part of the contract.

	Item	Description	Qty	Unit Selling (\$)	Total Price (\$)
Sub Total					
VAT					
Total Costs					

NOTE:

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

Prices indicated in the above table include VAT and other applicable duties/taxes
