



# Kepler

Gasabo District, Kinyinya Sector, KG 29 No. 16 , P.O. BOX: 5594 Kigali, Rwanda

## **INVITATION TO TENDER(ITT)**

**Tender Ref No: K/KGL/ITT/001/2022**

**Tender Title: Supply and Installation of Gym Equipment**

**Date of Issue: August 1, 2022**

**Submission Date and Time: *August 16, 2022 2:00 PM Kigali Time***

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Date: August /01/2022

Invitation to Tender (ITT) Ref Number: K/KGL/ITT/001/2022

Dear Sir/Madam,

Kepler invites you to submit a tender for the Supply and Installation of Gym Equipment to Kepler Campus located in Kigali City, Gasabo District, Kinyinya Sector, Murama Cell, Rusenyi Village, KG 29 Ave. Kepler Rwanda, hereinafter referred to as the Purchaser intends using its budgetary allocation to fund the procurement of Gym equipment to be installed at Kigali Campus Gym facilities.

This tender has been specifically prepared to provide you with all the information required to understand Kepler's requirements and complete your response to the tender.

By participating in this tender you are indicating your acceptance to be bound by the guidelines set out in this letter and attachments. We provide below the key details of Kepler requirements, which you should take into account in your response.

Please direct any questions regarding the ITT content or process to this email address: [procurementenquiries@kepler.org](mailto:procurementenquiries@kepler.org) or Phone number: 0788840308. You should not contact other Kepler personnel unless directed to do so by a Kepler representative. Kepler reserves the right to disqualify and reject Bids from suppliers who do not comply with these guidelines. All questions should be submitted in writing to the email address: [procurementenquiries@kepler.org](mailto:procurementenquiries@kepler.org).

As part of this tender process Kepler makes no obligations in any way to:

- (i) pay any bidder for any ITT response; or
- (ii) award the contract with the lowest or any bidder; or
- (iii) accept any ITT information received from bidders; or
- (iv) include bidder responding to this ITT, in any future invitation; or
- (v) any other commitment to bidders whatsoever.

We look forward to receiving your response.

Yours sincerely,



Christine Sesay

Vice President of Finance and Partnerships

Kepler



## PART 1 – INSTRUCTIONS TO BIDDERS AND BIDDING CONDITIONS

### 1.1 Definitions

For the purpose of this Invitation to Tender(ITT) and any subsequent contract the following definitions, unless otherwise noted, apply.

<b>"Client/Purchaser"</b>	Means Kepler with its TIN number: 101442836
<b>"Contract"</b>	Means any contract that results from this Invitation to Tender;
<b>"Supplier"</b>	Means the entity that forms a Contract with the Client for provision of the requirement;
<b>" Tender Response"</b>	Means a written offer submitted in response to this Invitation to Tender;
<b>"Tenderer/Bidder"</b>	Means an entity that submits, or is invited to submit, an offer in response to this Invitation to Tender;
<b>"Requirement"</b>	Means the description of the service to be provided by the Supplier to the Client in accordance with Part 2 of the Invitation to Tender;
<b>"Day"</b>	Means calendar day;
<b>"ITT"</b>	Means Invitation to Tender;
<b>Data Sheet"</b>	Means a part of the ITT consisting of provisions to complement/supplement the Information in the Instructions to Bidders;
<b>"DS"</b>	Means Data Sheet;
<b>"In writing"</b>	Means communicated in written form (e.g by mail, email, etc..).



## 1.2 Eligible Bidders

- a) A bidder, and all parties constituting the bidder, must be registered to legally operate in Rwanda.
- b) Suppliers that have been blacklisted or debarred from participating in tendering proceedings by any public institution or Non-Governmental Organisation on grounds of fraudulent practices, misrepresentation, poor performance and other malpractices are not eligible to bid for this tender.
- c) A bidder has not been prosecuted and found guilty in court, including any appeals process on corruption charges.
- d) A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Purchaser to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible.

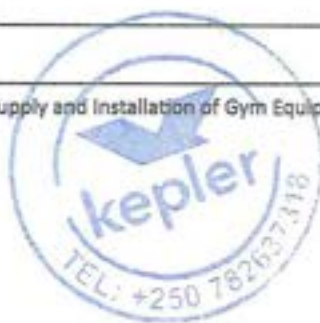
## 1.3 Summary of the Requirement

Kepler is looking for an eligible and qualified firm to supply and install Gym equipment to Kepler Kigali Campus located on KG 29 Avenue, Rusenyi Village, Murama Cell, Kinyinya Sector, Gasabo District, Kigali City. Further details about the equipment and related services required are set forth in Part 2 specifying the supply requirements and specifications.

## 1.4 Structure of this document

This ITT comprises five(5) main parts as described below:

Part	Title	Description
1	Instructions to Bidders and Bidding Conditions	Sets out rules and requirements for participation in the ITT.
2	The Scope and Specifications	Sets out details of the requirement, including detailed specifications.
3	Information to be provided by Bidders	Sets out the minimum ITT response requirements to allow due consideration by the Client.
4	Data Sheet (DS)	Set out the information to complement/supplement the information in the Instructions to Bidders. In the case of any discrepancy between the Instructions to Bidders and the Data Sheet (DS), the information in the



		Data Sheet (DS) shall take precedence over the Instructions to Bidders.
5	Forms of Bid and Information Establishing Qualification of the Bidder	Sets out the information to determine technical qualification of the Bidder;

Table 1. Main parts of this document

### 1.5 ITT key dates

The following key dates apply to this ITT:

ITT Issue Date	August 1, 2022
Site Visit	Optional
Submission Date and Time	Tuesday, August 16, 2022 2:00 PM Kigali Time
Opening bids	Tuesday, August 16, 2022 2:30 PM Kigali Time
Announcing selected supplier(s)	August 22, 2022
Anticipated contract start date	August 24, 2022

Table 2: The process timeline

**Note:** Kepler reserves the right to amend the timeline due to prevailing circumstances.

### 1.6 Client contact

The following is the nominated Client contacts for queries and questions pertaining to this ITT.

Telephone	+250 788 840 308
Email address	<a href="mailto:procurementenquiries@kepler.org">procurementenquiries@kepler.org</a>

Table 3: Client contact for queries and questions pertaining to this ITT

### 1.7 Queries and clarifications during the ITT period

Bidders are to direct any queries and questions regarding the ITT content or process to the Client's contact. No other Purchaser personnel are to be contacted in relation to this ITT unless directed to do so by the Purchaser's contact. The Purchaser reserves the right to disqualify and reject Bids that do not comply with this requirement. All questions should be submitted in writing to the nominated email address "[procurementenquiries@kepler.org](mailto:procurementenquiries@kepler.org)".

Kepler may choose to convey responses to submitted questions and queries to all Bidders so that each is equally informed. The Purchaser shall communicate and forward, without disclosing the source of the request for clarification, to all bidders the copies of the clarifications that were given in response to the request by the buying organisation.

### **1.8 Amendments to Tender Documents**

The Purchaser may amend the tender documents by issuing notices to that effect to all bidders. Any addendum thus issued shall be part of the bidding document and shall be communicated and forwarded in writing to all bidders who had bought the bidding documents and shall be made public through the communication channel that the Purchaser used to advertise the initial tender notice. Bidders who were given copies of addendum after they had bought the bidding document shall acknowledge receipt of each addendum in writing to the Purchaser.

The Purchaser may extend the deadline for submission of Bids, if the nature of the amendment to the ITT justifies such an extension, to give bidders sufficient time to take modifications into account when preparing their tenders.

### **1.9 Site visit**

Site visit is optional for those who want to assess the space where the equipment will be installed. A maximum of two(2) representatives from each Bidder is permitted to attend the site visit.

### **1.10 Joint Venture**

If the bidder is a group of legal entities that will form or have formed a joint venture at the time of the submission of the bid, they shall confirm in their bid that:

- I. They have designated one company to act as the lead entity serve as their representative in all activities under this tender and this shall be duly evidenced by a duly notarized agreement among the legal entities constituting the joint venture; and
- II. If they are awarded the contract, the contract shall be entered into, by and between the Purchaser and the designated lead entity, who shall be acting for and on behalf of of all entities comprising the joint venture;

After the Bid has been submitted to the Purchaser, the lead entity designated to represent the joint venture shall not be altered without the prior written consent of the Purchaser. What's more, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another bid, either in its own capacity; or
- b) As a lead entity or a member entity for another joint venture submitting another bid.

The description of the joint venture must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITT, both in the bid and in



the joint venture agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by the Purchaser.

Where a joint venture is presenting its track record and experience, in a similar project as those required in the ITT, it should present such information in the following manner:

- a) Those that were undertaken by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the service defined in the ITT.

### **1. 11 Tender submission methods and requirements**

Well bound and sealed bids presented in 2 hard copies, one of them marked "Original" and another marked "Copy" of the bids must be submitted to Kepler Reception Office not later than, Tuesday, August 16, 2022 at 2:00 PM Kigali Time.

- ❖ Bids must be prepared in English and all the information required in this ITT should be provided;
- ❖ Bids should be addressed to the Client/Purchaser;
- ❖ Bids must bear the title and reference number as defined in this ITT;
- ❖ Bids must also provide a warning not to open before the specified date and time for bid opening as clearly defined in the Data Sheet (DS);

If the Bids are not sealed and marked as prescribed above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the bid.

For the sake of the Bids opening and easy identification of each and every document in an envelope, the administrative documents required must be arranged in the following order:

1. Signed Bid submission form;
2. A full business registration/trade license issued by Rwanda Development Board(RDB);
3. A tax registration certificate;
4. A valid tax clearance certificate issued by Rwanda Revenue Authority;
5. A valid Social Security clearance Certificate issued by Rwanda Social Security Board (RSSB);
6. Three (3) reference letters or certificates of the similar goods supplied to reputable organizations within the last five (5) years;
7. A company Profile, which should not exceed five (5) pages, including printed brochures and product catalogues relevant to the works being procured;

### **1. 12 Documents Establishing the Conformity of the Goods and Related Services**

To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in the Schedule of Requirements.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

The Bidder shall also furnish 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 during the period specified in the DS following commencement of the use of the goods by the Purchaser.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

### **1. 13 Documents Establishing the Qualifications of the Bidder**

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- a) that, if required in the DS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in 5.3, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Rwanda;
- b) that the Bidder meets each of the qualification criterion specified herein.

### **1. 14 Late Bids**

Bidders are responsible for submitting their Bids on the submission date and within the time frame mentioned in Part 1 of this ITT and Data Sheet (DS). There will be no allowance made by the Client for any delays in transmission of the Bids from Bidder to Client. Any bid received by the Purchaser after the deadline stipulated in this ITT shall be registered as a late bid with a specific time of its arrival and returned unopened to the concerned bidder.

### ***1. 15 Acceptance of Bids***

A Bid will not be accepted by the Purchaser unless and until the Purchaser has signed a Contract or sent a 'Notice of Award' in writing to the successful Bidder.

The Client is under no obligation to accept the lowest priced Bid or any Bid and reserves the right to reject any Bid which is incomplete, conditional or not complying with the ITT documents.

Kepler reserves the right to cancel this tender any time before a contract is signed without incurring any liability to Bidders.

### ***1. 16 Alternative Bids***

Alternative Bids are not permitted. Bidders should not submit any alternative bids.

### ***1. 17 Bids Validity Period***

Bids submitted in response to this ITT are to remain valid for a period of ninety(90) days from the bids submission date.

In exceptional circumstances, the Purchaser may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security had been requested, it shall be extended up to 30 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to modify his/her Bid.

### ***1. 18 Withdrawals***

Bids may be withdrawn at any time prior to the ITT closing date and time by written notice to the Purchaser.

### ***1. 19 Bidders to inform themselves***

The Purchaser has taken all reasonable care to ensure that the ITT is accurate, however the Client gives no representation or warranty as to the accuracy or sufficiency of the contained information and that all Bidders will interpret the provided information in the same way. Bidders are required to inform themselves fully of all conditions, risks and other circumstances relating to the proposed contract prior to submitting a Bid. Proposed prices shall be deemed to cover the cost of complying with all the conditions of the ITT and of all things necessary for the due and proper performance and completion of the Requirement.

### ***1. 20 Costs of preparing bids***

Bidders shall bear all costs associated with the preparation, submission of their Bids, or any other expenses that s/he may incur during tender proceedings, and the Purchaser shall in no





case be responsible or liable for those costs. The Purchaser shall not be liable for any consequences related to the rejection of all Bids or the cancellation of the tender proceedings due to the legitimate reasons.

The Purchaser shall not pay any bidder, wholly or in part, for their Bids.

### **1.21 Confidentiality**

Except as required for the preparation of a Bid, Bidders must not, without Purchaser's prior written consent, disclose to any third party any of the contents of the ITT documents. Bidders must ensure that their employees, consultants and agents also are bound and comply with this condition of confidentiality.

### **1.22 Inconsistencies and omissions**

Bidders must promptly advise the Purchaser in writing of any inconsistencies and omissions they discover in the ITT.

### **1.23 Bid Opening**

The Purchaser shall open the bids in the presence of the bidders' representatives who will choose to attend the Bids opening session that will take place on Tuesday, **august 16<sup>th</sup>, 2022 at 2:30 PM** at Kepler Kigali Campus, Boardroom, located in Kinyinya on KG 29 Ave No. 16.

Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 1.18 shall be returned unopened to bidders.

During the opening session, for each bid opened the opening committee shall read out loudly and record in the opening session minutes the bidder's names, the bid prices, the total amount of each bid, any discounts, bid withdrawals, the presence or absence of bid security, if required, and such other details as the Purchaser may consider appropriate, or any other information that deemed necessary by bidders to be read out and which does not compromise other bidders' interests. No bid shall be rejected during the bids' opening session except for the late bids pursuant to ITT Clause 1.14.

The Purchaser (the bids' opening committee) shall prepare minutes of the bids' opening session, including the information disclosed, to those present, in accordance with ITT.

### **1.24 Clarification of Bids**

To assist in the examination, evaluation, and comparison of bids, Kepler may, at the its own discretion, ask any bidder to provide clarifications on his/her bid or on some specific elements of it, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic



errors discovered by the Purchaser in the evaluation of the bids in accordance with ITT Clause 1.26. At his/her own initiative, a bidder may provide clarifications on his/her Bid but which shall not change its price or substance.

### **1. 25 Examination of Bids and Determination of Responsiveness**

Prior to the detailed evaluation of bids, the evaluation committee shall determine whether each bid meets the eligibility and compliance criteria defined in this ITT.

#### **Eligibility and Compliance**

Tender responses will be subject to an initial compliance check to confirm that:

<b>S/N</b>	<b>Criteria</b>	<b>Importance of the document</b>	<b>Pass</b>	<b>Fail</b>
1	The Bid has been submitted on time, completed correctly and meets the requirements of the Invitation to Tender.	Compulsory		
2	The Bidder meets all the eligibility criteria set forth in this ITT.	Compulsory		
3	The Bidder has submitted a Signed Bid submission form.	Compulsory		
4	The Bidder has submitted a full business registration certificate issued by Rwanda Development Board(RDB)	Compulsory		
5	The Bidder has submitted a VAT registration certificate	Compulsory		
6	The Bidder has submitted a valid tax clearance certificate issued by RRA	Compulsory		
7	The Bidder has submitted a valid Social Security Certificate issued by RSSB	Compulsory		
8	The Bidder has submitted three (3) reference letters or certificates of the similar work performed within the last Five (5) years	Compulsory		
9	The Bidder has submitted a company Profile, which should not exceed five (5) pages, including printed brochures and product catalogues relevant to the works being			

	procured			
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*Table 4: Initial compliance check criteria*

Bidders that do not meet the criteria 1-8 may be rejected at this stage.

### ***Responsiveness***

A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way the scope, quality, or performance of the supply;
- b) which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the contract; or
- c) whose rectification would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it shall be rejected by the evaluation committee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

The Purchaser may regard a bid as responsive even if it contains minor errors that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set for in the bidding notice or/and document or if it contains errors that were due to the omission that may be corrected without altering the substance of the bid. Where possible such errors shall be taken into account in the evaluation and comparison of bids.

### ***1. 26 Correction of Errors***

Bids determined to be substantially responsive shall be checked by the evaluation committee for any arithmetic errors. Errors shall be corrected by the evaluation committee as follows:

- a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b) where there 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 shall prevail, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall prevail, and the unit rate shall be corrected.

The amount stated in the bid shall be adjusted by the evaluation committee in accordance with the above procedure for the correction of errors and, with the concurrence of the

bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid shall be rejected.

### **1. 27 Evaluation and Comparison of Bids**

- I. The evaluation committee shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITT Clause 1.25.
- II. In evaluating the bids, the evaluation committee shall determine for each bid the evaluated bid price by adjusting the bid price as follows:
  - a) making any correction for errors pursuant to ITT Clause 26; and
  - b) making an appropriate adjustment for any other acceptable variations, deviations;
  - c) making appropriate adjustments to reflect discounts or other price modifications offered.
- III. The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding document or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in bid evaluation and shall not be considered against bidders who did not provide them.

### **1. 28 Contract Award Criteria**

Subject to the ITT Clause 27, the Purchaser shall award the contract to the bidder whose bid has been selected as being substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of ITT Clause 1.2, and (b) meeting compliance criteria in accordance with the provisions of ITT Clause 1.25 (c) technically qualified in accordance with the provisions of ITT Clause 5.3

### **1. 29 Purchaser's Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding the ITT Clause 1.26, the Purchaser reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids, at any time prior to the award of contract if there is a legitimate reason to do so.



## PART 2 – SUPPLYING REQUIREMENTS

This section stipulates the basic scope of the supply requirements. The list below specifies the equipment to be supplied.

### 2.1 List of Equipment



S/N	Items	Particulars	Sample visuals	Qty	Unit Price	Line Total (Rwf)
1	Commercial Treadmill	Running / walking machine - Display : Speed, Distance, Time, Slope, Heart Rate, - Calories, Program Settings -Speed range:1-22KM/H incline foldable - Heart rate control : Hand-held heart rate -Max user weight: 280 KG -Running area : 1630x600mm		4		
2	Gym bikes	Cardio		6		
3	Multi adjustable bench	1620 X 760 x 810 mm		1		
4	Adjustable decline bench	-Abdominal - 1620 x 760 x 810 mm		1		
5	Cable crossover	-Multifunction		1		




		- 4500 x 1090 x 2310 mm				
6	Ab coaster machine	127 x 67 x 130 cm	1			
7	Roman Chair	-Back - 1220 x 860 x 960 mm	1			
8	Biceps curl	-Biceps - 1190 x 890 x 1350mm	1			
9	Power station	-Back - 216 x 121 x 166 cm	1			
10	Leg Press	-Leg back - 2240 x 1610 x 1260mm	1			
11	Barbell bar deadlift	2.25m	1			
12	Olympic Bench press	-Chest - 1730 x 1780 x 1220mm	1			
13	Lateral Chest/ Back	-Chest and back - 1850 x 1770 x 2000mm	1			
14	Synthetic grass	10 x 2 m	1			
15	Gym Rubber mats	10 x 5 m	1			
16	Dumbbell rack	-Accessory equipment - 2300 x 750 x 800mm	1			

17	Dumbbell ( rubber cover )	-2.5kg,5kg,7.5kg,10kg,12.5kg,15kg,17.5kg,20kg,22.5kg,25kg, each item 2pcs. - 275 kg total		1set		
18	Barbell weight plate ( rubber cover )	-2.5kg,5kg,10kg,15kg,20kg, each item 2 pcs. - 105 kg total weight		1 set		
19	Kettle bell rack	One rack		1		
20	Kettle bell	-2kg,4kg,6kg,8kg,10kg,12kg,14kg,16kg,18kg,20kg,24kg, each item 1 pc -134 kg total		1 set		
21	Plastic dip in dumbbell	2-11 lb		1 set		
22	Vinyl dumbbell rack	Rack		1		
23	Barbell rack	1270 x 710 x 1602mm		1		
24	Fixed z / strait bar	-35kg,40kg,45kg,50kg,55kg - 225 kg total		1 set		



25	Crossfit weight plates	-10,15,25,35,45,55 kg - 185 kg total		1 set		
26	Wooden rowing machine	121 x 121 x 121 cm		1		
27	Steel rowing machine	121 x 121 x 121 cm		1		
28	High quality metal gym lockers manufactured in .7 mm beige or grey metal <ul style="list-style-type: none"> <li>• Multilocking options;</li> <li>• Scratch resistant;</li> </ul>	<p>Dimensions of the entire locker L 200 x H 150 x W 40 CM</p> <p>Dimensions of each single box H 50 x L 40* D 40 CM</p>		2		
		<p>Dimensions of the entire locker L 150 x H 200 x W 40 CM</p> <p>Dimensions of each single box H 50 x L 40* D 40 CM</p>		3		

		<p><b>Dimensions of the entire locker</b> L 240 x H 200 x W 40 CM</p> <p><b>Dimensions of each single box</b> H 50 x L 40* D 40 CM</p>		1		
<b>AEROBICS EQUIPMENT</b>						
29	Yoga mat	-6mm - 173 x 61 cm - 15 pcs		1 set		
30	Gym steps	-700 x 280 x 150mm - 15 pcs		1 set		
31	Battle rope	9m		1		
32	Gravity ball	4 to 8 kg		1 set		
33	Sled push	Speed agility and strength		1		
34	Bulgarian fitness bag	-5 to 25kg - 5 pcs		1 set		
35	Resistant bands	-9 to 68kg - 15 pcs		1 set		
37	Agility ladder	4pcs		1 set		





38	Olympic barbell	2.2m		4		
39	lights	Bright white gym light		6		
40	Gym Mirrors	1.80 x 1.20 m		4		
		12.50*2.20 cm		1		
		<b>Note:</b> These can be multiple mirrors filling the entire mension space				
41	Gym TV	55inch		2		
42	Sound system			2 sets		
43	Installation and testing	Lumpsum				
					<b>Total tax inclusive</b>	



At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by Kepler after it has received the Bid. At the time of award of Contract, Kepler reserves the right to vary (increase or decrease) the quantity or scope of the works, by up to a maximum twenty per cent (20%) of the total contract value, without any change in the unit price or other terms and conditions.



## **PART 3 – INFORMATION TO BE PROVIDED BY BIDDERS**

This Part details all the information bidders are required to provide to the Purchaser. Submitted information will be used in the evaluation of Bids.

### **3.1 Pricing information**

This clause sets out the information necessary for Bidders to furnish rates and prices as consideration for performing the Requirement against any resultant Contract.

#### **Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

- A. The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- B. The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- C. Prices shall be quoted as specified in each Price Schedule, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.

#### **Prices include all costs**

Submitted rates and prices are deemed to include all costs, insurances, taxes, transport fees, expenses, liabilities, obligations risk and other things necessary for the performance of the requirements. Any charge not stated in the Bid as being additional, will not be allowed as a charge against any transaction under any resultant contract.

#### **Applicable Taxes**

Bid rates and prices shall be inclusive of all applicable taxes required by the government as to be collected and administered by an authorized government entity.

#### **Currency of proposed rates and prices**

Bidder shall quote in Rwandan Francs the portion of the bid price that corresponds to expenditures incurred in Rwanda Francs, unless otherwise indicated in the DS.

#### **Rates and Prices**

The offer price shall cover all expenses for the whole supply, as described in ITT, based on the priced Bill of Quantities submitted by the Bidder.



The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities (BOQ). Items for which no rate or price is entered by the bidder shall not be paid for by the Purchaser when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (BOQ).

All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices, and total bid price submitted by the bidder. In principle the contract price shall therefore cover taxes, duties and levies applicable, except when they are expressly excluded or subject to exemption.

### **3.2 Payment terms and performance guarantee**

#### **Terms of payment**

A successful Bidder shall be paid upon completion of a certain milestone. A certified work done will be paid within 15 working days starting from the day the Purchaser will have received the approved certificate and tax invoice.

If the successful Bidder requests for an *advance payment*, the Bidder will provide a bank advance guarantee equivalent to the total amount of the advance received. The advance will be recovered progressively on invoicing.

#### **Performance security**

The successful Bidder shall provide a performance security issued by a bank recognized and approved by National Bank of Rwanda that is in good credit standing before signing the contract, so as to ensure the implementing the obligations under the resultant Contract. The amount of guarantee shall be 7% of the total value of the Contract.

### **3.3 Non-price commercial information**

The price schedule with value for each component of the goods filled in must be accompanied by:

1. Signed Bid submission form;
2. A full business registration issued by Rwanda Development Board(RDB);
3. A tax registration certificate;
4. A valid tax clearance certificate issued by Rwanda Revenue Authority (RRA);
5. A valid Social Security clearance Certificate issued by Rwanda Social Security Board (RSSB);
6. Three (3) reference letters or certificates of the similar goods supplied to reputable organizations within the last Five (5) years;
7. A company Profile, which should not exceed five (5) pages, including printed brochures and product catalogues relevant to the works being procured;



### 3.4 Technical information

Technical information required should directly reflect the nature of the requirement and provide information necessary to satisfy Kepler that the Bidder can deliver the intended Requirements with regard to the supply of gym equipment and installation to be completed as set out in schedule of requirements . The technical information required are listed below and Bidders should strictly follow the format provided in accordance with Clause 5.3 (Technical Qualification Forms):

1. **Track record and relevant experience:** At least 3 completed projects of similar nature ( roads, bridges, etc..) and same volume with certificates of good completion of the works;
2. **Technical Quality Assurance Methodology:** Details of the Bidder's internal technical and quality assurance review methodologies, all quality assurance certificate and other documents attesting to the superiority of the quality of construction technologies to be applied when executing the contract. The quality assurance review methodologies are standard; they follow applicable national or international level.
3. **Delivery Timeline:** The Proposer will submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. The Proposed implementation timeline highlights how the Proposer will manage project dependencies.

## PART 4 – DATA SHEET(DS)

The following data set forth in the Data Sheet below shall complement/supplement the information in the Instructions to Bidders. In the case of any discrepancy between the Instructions to Bidders and the Data Sheet (DS), the information in the Data Sheet (DS) shall take precedence over the Instructions to Bidders.

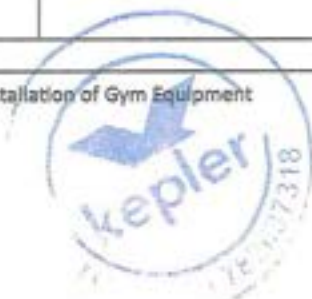
DS No.	Cross Ref. to Instructions	Data	Specific Instructions
		Purchaser	Kepler
1	ITT 1.3	Project Title:	Supply and installation of Gym equipment
2		Tender Reference Number	K/KGL/ITT/001/2022
3		Number of lots	1 lot
4	ITT 1.3	Project Location:	Rusenyi Village, KG 29 Ave. No. 16 Kinyinya Sector- Murama Cell



			Kigali City- Gasabo District
5		Maximum delivery time	2 weeks
6	ITT 1.7	Contact details for submitting requests for clarifications/questions	Email: <a href="mailto:procurementenquiries@kepler.org">procurementenquiries@kepler.org</a> Tel: +250 788 840 308
7	ITT 1.9	Site visit	Optional
8	ITT 1.11	Language of the Bid:	English
9	ITT 1.17	Bid validity period starting from the date of submission	90 days
10		Deadline for submitting requests for requests for clarifications/questions	5 days before the submission date
11	ITT 1.11	Tender/bid submission address	Kepler Kigali Campus KG 29 AVE 16 Reception Office Kigali, Rwanda
12	ITT 1.11	Tender submission deadline	<b>Date and Time:</b> Tuesday, August 16, 2022 2:00 PM Kigali Time
13	ITT 1.16	Conditions for submitting alternative bids	Shall not be considered
14	ITT 1.21	Date, Time and Venue for opening of Bid	Date and Time: August 16, 2022 2:30 PM Kigali Time  Venue: <b>Kepler Boardroom</b>
15		Evaluation method to be used in selecting the most responsive Bid	Lowest offer of technically qualified/responsive Bid
16		Warranty/ After sale services	Required: Twelve (12) months starting from the delivery date.
17	ITT 3.2	Performance security	Amount: 7% of the contract value
18	ITT 1.25	Documents that must be submitted to establish	<b>Compliance to administrative requirements:</b>



		eligibility and compliance to administrative requirements	<ol style="list-style-type: none"> <li>1) Signed Bid submission form;</li> <li>2) A full business registration issued by Rwanda Development Board(RDB);</li> <li>3) A tax registration certificate;</li> <li>4) A valid tax clearance certificate issued by Rwanda Revenue Authority (RRA);</li> <li>5) A valid Social Security clearance Certificate issued by Rwanda Social Security Board (RSSB);</li> <li>6) Three (3) reference letters or certificates of the similar goods supplied to reputable organizations within the last Five (5) years;</li> <li>7) A company Profile, which should not exceed five (5) pages, including printed brochures and product catalogues relevant to the goods being procured;</li> </ol>
19		The maximum percentage by which quantities may be increased or decreased	The maximum percentage by which quantities may be increased or decreased is 20% of the total contract value
20		Financial analysis of bids	<b>Financial analysis of bids</b> <ol style="list-style-type: none"> <li>1) Initialized Bill of Quantities and Unit Price</li> <li>2) <math>15\% &lt; \text{Estimated Budget} &lt; + 15\%</math></li> <li>3) Select the lowest in the range</li> </ol>
21		Post Qualification Verification	<ul style="list-style-type: none"> <li>❖ Verification of accuracy, correctness and authenticity of the information provided by the Bidder on the legal, technical and financial document submitted;</li> <li>❖ Validation of extent of compliance to the ITT requirements and evaluation criteria based on what has been found by the evaluation team;</li> <li>❖ Reference checking with other previous clients on the quality of performance on ongoing or previous</li> </ul>





			contracts completed;
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## PART 5: BIDDING FORMS

### 5.1 Bid Submission Form

Date:[ insert date (as day, month and year) of Bid Submission]

Identification No. and Title of the Tender: [Insert identification number and title of the tender]

To: [insert: Name and address of the Buying Organization]

Dear Sir/Madam:

We, the undersigned, hereby offer to execute [insert: identification number and title of the tender] in accordance with your Invitation to Tender dated [Insert: bid date]. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- I. All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- II. We are currently not on blacklisted or debarred vendor list by any public institution or Non-Governmental Organisation;
- III. We have not outstanding bankruptcy or pending litigation or any other legal action that could impair our operations as a company;

We confirm that we have read, understood and hereby fully accept the requirements, duties and responsibilities required of us in this ITT.

We agree to abide by this bid for [insert: period of validity as indicated in the Data Sheet]

We undertake, if our Bid is accepted, to execute the works and related services stipulated in this ITT.

We fully understand that Kepler is not bound to accept this Bid, that we shall bear all the costs associated with its preparation and submission, and that Kepler will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Sincerely,

Authorized Signature [ in full and initials]:\_\_\_\_\_



Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

(please mark this letter with your corporate seal)

## 5.2 Bidder Information Form

Date: [ insert date (as day, month and year) of Bid Submission]

ITT Ref. No.: [ inset Ref. number of this Invitation to Tender]

I. Bidder's Legal Name [insert Bidder's legal name]		
II. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
III. Year of Registration in its Location [ insert Bidder's year of registration]		
IV. Countries of Operations	V. No. of Staff in each Country	VI. Year of Experience in each Country
VII. Physical Legal Address [ insert Bidder's Physical Legal Address]		
VIII. Value and Description of Top Three (3) Biggest Contracts for the past Five (5) Years		
IX. Latest Credit Rating (Score and Source, if any)		
X. Brief Description of litigation history (disputes, arbitration, claims, etc.) highlighting current status and outcome, if already resolved.		
XI. Bidder's Authorized Representative Information  Name: [insert Authorized Representative's Name] Address: [insert Authorized Representative's Address] Telephone: [insert Authorized Representative's Telephone] Email Address: [insert Authorized Representative's email Address]		

## 5.3 Technical Qualification Form

<b>INSERT TITLE OF THE TENDER</b>	
<b>Name of Bidder:</b>	



Business Registration Id/TIN Number:	
Name of Contact Person for this Tender:	
Address:	
Tel #:	
Email:	

#### EXPERTISE OF THE BIDDER

*This section should fully explain the Bidder's resources with regard to personnel and other resources for the performance of the requirements stated in the ITT.*

**Brief Description of Bidder as a company:** provide a brief description of the company/firm submitting the Bid, its legal business activities, the year of incorporation, etc.. Include reference to reputation, or any history of litigation or arbitration in which the company/firm has been involved that could adversely impact the performance of the works being procured, indicating the status or result of such litigation/arbitration.

**Track record and relevant experience:** Provide the following information regarding the company's experience within at least the past five (5) years which are related or relevant to those required for this contract.

Project Name	Client	Contract Value	Period of Activity	Types of Activities Performed	Status of Date Completed	References contact details (Name, Phone, Email)
1						
2						
3						

*Note: Attach the performance certificates issued by the clients to evidence the completed projects*

**Technical Quality Assurance Methodology:** The Tender response shall also include details of the Bidder's internal technical and quality assurance review methodologies; all quality assurance certificates and other documents attesting to the superiority of the quality of supply chain processes to be applied when executing the contract. The quality assurance review methodologies are standard; they follow applicable national or international level.

**Delivery Timeline:** The Proposer will submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. The Proposed implementation timeline highlights how the Proposer will manage project dependencies.

#### Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the DS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

#### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) and stamp of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*



Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*





The Bid submission should also indicate the following information:

- ❖ Name of your company
- ❖ Address and telephone number of your company
- ❖ Name and signature of the person submitting the quote
- ❖ Official company's stamp
- ❖ Company's VAT number/ TIN number
- ❖ Applicable taxes should be calculated separately where applicable
- ❖ Exact specifications stipulated herein

Thank you and we look forward to receiving your Bid.

Sincerely,



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Christine Sesay

Vice President of Finance and Partnerships

Kepler

