



MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT

COMPETITIVENESS AND ENTERPRISE DEVELOPMENT PROJECT

Procurement of Assorted Information and Communication Technology (ICT) Equipment for the Ministry Zonal Offices (MZOs), Ministry of Lands, Housing and Urban Development (MLHUD), National Land Information Centre (NLIC), Makerere University - Department of Geomatics and Land Management (DGLM), Surveys and Mapping Department (SMD) & Institute of Survey and Land Management (ISLM)

Lot No.			
Lot 1	General ICT equipment	Qty	
1	Laptops	33	
2	Desktop Computers MZOs Type A (lower		
Δ	spec)	110	
3	Desktop Computers NLIC, DSM & ISLM Type		
3	B (Higher spec)	59	
4	Tablets (Data Capturing)	5	
5	30KVA UPS in Parallel with Battery Extension	2	
6	Core Switches 48	26	
7	Digital Cameras	4	
8	Projectors (Normal and Smart Projector)	5	
9	Central UPS for desktops	20	
Lot 2	General Printers		
1	Title Printers (MFP)	20	
2	Desk-top printer	44	
4	A3 size Scanners	30	
5	2D & 3D Barcode reader	40	
6	Hand Held printers	48	
7	A0 Plotter	4	
Lot 3	Specialised Production Printers		
1	Specialized Production Printer	3	
Lot 4	Local Area Network (LAN) Improvement	3 Offices	
	for (Jinja MZO, Masaka MZO &		
	Mbarara MZO)		

Reference No. MLHUD/CEDP-AF/SUPLS/22-23/00084

APRIL 2023

MINISTRY OF LANDS HOUSING AND URBAN DEVELOPMENT

Specific Procurement Notice

Request for Bids Goods

(One-Envelope Bidding Process)

Country: UGANDA

Name of Project: COMPETITIVENESS AND ENTERPRISE DEVELOPMENT PROJECT

Contract Title: Procurement of Assorted Information and Communication Technology (ICT) Equipment for the Ministry Zonal Offices (MZOs), Ministry of Lands, Housing and Urban Development (MLHUD), National Land Information Centre (NLIC), Makerere University - Department of Geomatics and Land Management (DGLM), Surveys and Mapping Department (SMD) & Institute of Survey and Land Management (ISLM)

Credit No.: 6538

RFB Reference No.: MLHUD/CEDP-AF/SUPLS/22-23/00084

- 1. The Government of Uganda has received financing from the World Bank towards the cost of the Competitiveness Enterprise Development Project, and intends to apply part of the proceeds towards payments under the contract for Procurement of Assorted ICT Equipment for MZOs, MLHUD, NLIC, Makerere University (DGLM), survey and mapping Mapping Department & ISLM. "For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit."
- 2. The Ministry of Lands, Housing and Urban Development now invites sealed Bids from eligible Bidders for General ICT equipment, General Printers, Specialized Production Printers and the Local Area Network (LAN) Improvement for (Jinja MZO, Masaka MZO & Mbarara MZO) as detailed below.

Lot No.	Description	
Lot 1	General ICT equipment	Qty
1	Laptops	33
2	Desktop Computers MZOs Type A (lower spec)	110
3	Desktop Computers NLIC, DSM & ISLM Type B (Higher spec)	59
4	Tablets (Data Capturing)	5
5	30KVA UPS in Parallel with Battery Extension	2
6	Core Switches 48	26
7	Digital Cameras	4
8	Projectors (Normal and Smart Projector)	5
9	Central UPS for desktops	20
Lot 2	General Printers	
1	Title Printers (MFP)	20
2	Desk-top printer	44
4	A3 size Scanners	30
5	2D & 3D Barcode reader	40
6	Hand Held printers	48
7	A0 Plotter	4
Lot 3	Specialised Production Printers	
1	Specialized Production Printer	3
Lot 4	Local Area Network (LAN) Improvement for (Jinja	3 Offices
	MZO, Masaka MZO & Mbarara MZO)	

- 3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" *November 2020* ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
- 4. Interested eligible Bidders may obtain further information from *Ministry of Lands*, Housing and Urban Development, and inspect the bidding document during office hours 0900 to 1700 hours at the address given below.
- 5. The bidding document in English may be purchased by interested Bidders upon submission of a written application to the address below and upon payment of a nonrefundable fee of Uganda Shillings Two Hundred Thousand Only (UGX 200,000). The method of payment will be by direct deposit to URA A/C, Ministry of Lands, Housing and Urban Development Tender Documents in any Commercial Bank in Uganda. The Bidding Documents will be available for pick up at the address (9a) below upon presentation of evidence of payment.
- 6. Bids must be delivered to the address 9a below on or before 10:30 am, 13th June 2023. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address 9b below on 13th June 2023, 10:35 am.
- 7. All Bids must be accompanied by a Bid Security as detailed below.

SN	Lot No.	Currency	Amount in USD or equivalent amounts in freely convertible currency
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1	Lot 1	USD	20,500
2	Lot 2	USD	21,000
3	Lot 3	USD	4,200
4	Lot 4	USD	550

8.

"Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document."

- 9. The address(es) referred to above are:
 - a. The Head Procurement and Disposal Unit (PDU),
 Ministry of Lands, Housing and Urban Development,
 Plot 13 15 Parliament Avenue,
 1st Floor, Room F1-17,
 KAMPALA,
 - b. Ministry of Lands, Housing and Urban Development,Plot 13 15 Parliament Avenue,1st Floor, Boardroom,KAMPALA,

Dorcas W. Okalany PERMANENT SECRETARY

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.
- 1.2 Throughout this bidding document:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified** in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by

decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the

- decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or

- subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
 - (a) relates to fraud or corruption; and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I Instructions to Bidders (ITB)
- Section II Bidding Data Sheet (BDS)
- Section III Evaluation and Qualification Criteria
- Section IV Bidding Forms
- Section V Eligible Countries
- Section VI Fraud and Corruption

PART 2 Supply Requirements

• Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII General Conditions of Contract (GCC)
- Section IX Special Conditions of Contract (SCC)
- Section X Contract Forms

- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of Bidding Document
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Letter of Bid prepared in accordance with ITB 12;
 - (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14:
 - (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
 - (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
 - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and

- (j) any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the BDS.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation 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. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in the Purchaser's Country:
 - the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or offthe-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the BDS.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but

- shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 16. Documents
 Establishing the
 Eligibility and
 Conformity of the
 Goods and
 Related Services
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 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 Section VII, Schedule of Requirements.
- 16.4 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 BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 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 Section VII, Schedule of Requirements.
- 17. Documents
 Establishing the
 Eligibility and
 Qualifications of
 the Bidder
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 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 BDS**, 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 Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
 - (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS:
 - (b) in the case of adjustable price contracts, no adjustment shall be made:

(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or nonbank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified in the BDS,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.

- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7. The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include

- proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
 - (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked "COPIES", all required copies of the Bid; and,
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked "ORIGINAL -ALTERNATIVE", the alternative Bid; and
 - ii. in the envelope marked "COPIES ALTERNATIVE BID" all required copies of the alternative Bid.
- 21.2. The inner and outer envelopes, shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

- (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to

- be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
 - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including

any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions
- 28.1 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.
- 29. Determination of Responsiveness
- 29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 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:
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission 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.
- 30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

31. Correction of Arithmetical Errors

- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- **32.** Conversion to Single Currency
- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
- 33. Margin of Preference
- 33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids
- 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1:
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4:
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32:
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract)

combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
 - (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder:
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Abnormally Low Bids

- 36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

37. Qualification of the Bidder

- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest

evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

38.1 The Purchaser 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 Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

- 40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
 - (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.
- 42. Purchaser's Right to Vary Quantities at Time of Award
- 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

43. Notification of Award

- 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
 - (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor:
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.
- 43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at

least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Purchaser

- 44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

- 45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing including any formalities, applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

46. Performance Security

- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Procurement Related 47.1 **Complaint**

1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

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

ITB Reference		A. General		
ITB 1.1	The	e reference number of the Request for Bids	(RFB) is:	
		MLHUD/CEDP-AF/SUPLS/22-23/00	0084	
	The Purchase	er is: Ministry of Lands, Housing and Ur	ban Developme	ent
	MZOs, MLF	the RFB is: Procurement of Assorted ICT HUD, NLIC, Makerere University (DGLM) pping Department & ISLM.	* *	
		and identification of lots (contracts) compr	rising this RFB is	.s:
	Lot No.	Description		
	Lot 1	General ICT equipment	Qty	
	1	Laptops	33	
	2	Desktop Computers MZOs Type A (lower spec)	110	
	3	Desktop Computers NLIC, DSM & ISLM Type B (Higher spec)	59	
	4	Tablets (Data Capturing)	5	
	5	30KVA UPS in Parallel with Battery Extension	2	
	6		26	
	7		4	
	8	Projectors (Normal and Smart Projector)	5	
	9	Central UPS for desktops	20	
	Lot 2	General Printers		
	1	Title Printers (MFP)	20	
	2	Desk-top printer	44	
	4	A3 size Scanners	30	
	5	2D & 3D Barcode reader	40	
	6	Hand Held printers	48	
	7	A0 Plotter	4	
	Lot 3	Specialised Production Printers		
	1	Specialized Production Printer	3	
	Lot 4	Local Area Network (LAN) Improvement for (Jinja MZO, Masaka MZO & Mbarara MZO)	3 Offices	

ITB 2.1	The Borrower is: The Government of Uganda (GoU) Loan or Financing Agreement amount: <i>US\$ 200 MILLION</i>	
	The name of the Project is: Competitiveness and Enterprise Development Project (CEDP)	
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: 3	
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.	
	B. Contents of Bidding Document	
ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:	
	Permanent Secretary	
	Ministry of Lands, Housing and Urban Development,	
	KAMPALA, UGANDA.	
	johnobore@gmail.com	
	mekejane@yahoo.co.uk	
	Requests for clarification should be received by the Employer not later than 10 days before the deadline for receiving bids.	
	C. Preparation of Bids	
ITB 10.1	The language of the Bid is: <i>English</i> .	
	All correspondence exchange shall be in English language.	
	Language for translation of supporting documents and printed literature is <i>English</i>	
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its Bid: <i>None</i>	
ITB 13.1	Alternative Bids shall not be considered.	
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.	
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100 percent of the items specified for each lot (contract).	

	Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.						
ITB 14.7	The Incoterms edition is: Incoterms® 2020.						
ITB 14.8 (b)(i)	Place of destination: Ministry of Lands, Housing and Urban Development, Plot 13 - 15 Parliament Avenue, KAMPALA.						
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site):						
		SN	Site	Address			
			Ministry of Lands, Housing and Urban Development (MLHUD)	Plot 13 – 15 Parliament Avenue P.O.Box 7096 Kampala			
		2.	National Land Information Centre (NLIC)	National Land Information Centre, Plot 10 Lourdel Road, Kampala			
		3.	Makerere University, Department of Geomatics and Land Management (DGLM)	Dept of Geomatics and Land Management School of the Built Environment CEDAT, Makerere University			
		4.	Surveys and Mapping Department (SMD)	Plot 1-3, Berklay Road Entebbe			
1		5.	Institute of Survey and Land Management (ISLM)	Plot 24, Julia Ssebutinde Road, Entebbe			
		6.	Mityana MZO	Plot 907, Singo, Block 148, Mityana Town Council			
		7.	Wakiso MZO	Plot 190 Busiro, Block 274 Wakiso Town Council, Wakiso District			
		8.	Wakiso MZO	Kyadondo, Wakiso Town Council, Wakiso District			
		9.	Mukono MZO	Plot 17-21, Kaloli Matovu Road & Plot M7 and M59, Mukono Municipality			
		10.	Moroto MZO	Plot 28, Lorika Road, Moroto Municipality			

	11.	Mpigi MZO	Plot 232, Mawokota Block
	11.		90, Alfunsi Musoke Road,
	12	1	Mpigi Town Council
	12.	Luwero MZO	Plot 358, Land title Vol.
			436 Folio 2, Luwero Town
		D 1 11150	Council
	13.	Rukungiri MZO	Plot 336, Block 5,
			Rukungiri Municipality
	14.	Kabale MZO	Plot 37, Archer Road,
			Kabale Municipality
	15.	Tororo MZO	Plot 2-4, District Road,
			Tororo Municipality
	16.	Soroti MZO	Plot 16, Central Avenue,
			Soroti Municipality
	17.	Arua MZO MZO	8-16 Pajulu Road in Arua
			Municipal Council
	18.	Kibaale MZO	Plot 8 Buyaga Block 232
			Kibaale Town Council
	19.	Masindi MZO	Plot 20-24 Masindi Port
			Road, Masindi Town
			Council
	20.	Fort Portal MZO	Plot 30-34 Tibatwa Road
			Fortal Portal Municipality
	21.	Gulu MZO	Plots 4A Princess Road,
			GuluMunicipal Council
	22.	Lira MZO	Plot 2 Hotel Link Road, Lira
			Municipal Council
	23.	Mbale MZO	Plot 23 and 23 A Lyadda
			Road, Mbale Municipal
			Council
	24.	Jinja	Plot 68-74 Nile Crescent,
			Jinja Municipality, Jinja
			District
<u> </u>	25.	Masaka	Plot 16 Broad Way Road
			Masaka Municipal Council,
			Masaka District
	26.	Mbarara	Plot 2-14 Kamukuzi Road,
			Mbarara Town, Mbarara
			District
	27.	Kampala MZO	City Hall, Wing B Ground
			Floor, Kimathi Avenue,
			Kampala City
			Council

ITB 15.1	The Bidder <i>is</i> required to quote in the currency of the Purchaser's Country							
	the portion of the Bid price that corresponds to expenditures incurred in that currency.							
ITB 16.4		Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>Five</i> (5) <i>Years</i> .						
ITB 17.2 (a)	Manufa	cturer's au	thorization i	s required for each of the lots.				
ITB 17.2 (b)	After sa	les service	is: required					
ITB 18.1	The Bid	l shall be v	alid for 120	days from the date of Bid Submission.				
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): None							
ITB 19.1	A Bid S	ecurity sho	all be require	ed.				
	The am	ount and co	urrency of th	e Bid Security shall be as follows:				
	SN Lot No. Currency Amount in USD or equivalent amounts in freely convertible currency							
	1	Lot 1	USD	20,500				
	2	Lot 2	USD	21,000				
	3	Lot 3	USD	4,200				
	4	Lot 4	USD	550				
	The type of the Bid Security shall be an unconditional demand guarantee issued by a bank. If an unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.							
ITB 19.3 (d)	Other ty	pes of acc	eptable secu	rities:				
	None							
ITB 20.1	hard co		ne digital co	ne Bid, the number of copies is: 3 (Three) npy of the Bid in pdf format protected by the				

	Where there is a discrepancy between the information in the original hard copy and that in the digital copy, the information in the original hard copy shall prevail.					
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: A Power of Attorney which if signed in Uganda shall be registered; or if signed outside Uganda shall be notarized authorising signature of the bid on behalf of the Bidder.					
	D. Submission and Opening of Bids					
ITB 22.1	For Bid submission purposes only, the Purchaser's address is:					
	The Head PDU, Ministry of Lands, Housing and Urban Development, Plot 13 - 15 Parliament Avenue, 1st Floor, Room F1-17, KAMPALA					
	The deadline for Bid submission is:					
	Date: 13th June 2023					
	Time. 10:30 a.m.					
	Bidders <i>shall not</i> have the option of submitting their Bids electronically.					
ITB 25.1	The Bid opening shall take place at: Ministry of Lands, Housing and Urban Development, Plot 13 - 15 Parliament Avenue, 1st Floor, Boardroom, KAMPALA Date: 13 th June 2023 Time: 10:35 a.m.					
ITB 25.6	The Letter of Bid and Price Schedules shall be initialed by 2 representatives of the Purchaser conducting Bid opening.					
	E. Evaluation and Comparison of Bids					
ITB 32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <i>Uganda Shillings</i> The source of exchange rate shall be: <i>Bank of Uganda</i>					

	The date for the exchange rate shall be: the date of deadline for submission of bids.				
ITB 33.1	A margin of domestic preference <i>shall not</i> apply.				
ITB 34.2(a)	Note: Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price (as specified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.				
34.6	 The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No. (b) Deviation in payment schedule: No. (c) the cost of major replacement component, mandatory spare parts, and service: No. (d) the availability in the Purchaser's Country of spare parts and aftersales services for the equipment offered in the Bid No. (e) Life cycle costs: the costs during the life of the goods or equipment No. (f) the performance and productivity of the equipment offered; No. 				
	F. Award of Contract				
ITB 42	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%				
ITB 45. 1	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.				
ITB 47.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder				

should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

Permanent Secretary Ministry of Lands, Housing and Urban Development, KAMPALA, UGANDA. mlhud@mlhud.go.ug;

In summary, a Procurement-related Complaint may challenge any of the following:

- 1. the terms of the Bidding Documents; and
- 2. the Purchaser's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33)

NOT APPLICABLE

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

NOT APPLICABLE

2.2. Multiple Contracts (ITB 34.4)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

2.3. Alternative Bids (ITB 13.1)

NOT APPLICABLE

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability**: The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last five (05) years prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member.

The bidder must meet the following financial requirement(s):

- i. an average annual turnover of not less than twice the bid price for each lot for which a Bidder submits a bid.
- (b) **Specific Experience**: The Bidder shall demonstrate :
 - i. That the bidder has successfully completed at least three (3) contracts within the last five (5) years prior to bid submission deadline, that are similar in scope, financial value, type and nature of goods, and complexity to the Goods and Related Services under the Contract supported by copies of Local Purchase orders or signed contracts, delivery notes and Certificates of Acceptance and /or Good performance. For a joint venture, this requirement may be met by all members combined.
 - ii. availability of a workshop, service centre or similar facility to demonstrate availability in Uganda of spare parts and after-sales services for the equipment offered in the bid.
- (c) .**Documentary Evidence**: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement:

i.

- ii. Satisfactory Performance and track record for at least five (5) years in tropical conditions similar to Uganda.
- (d) **Manufacturing experience and Technical Capacity**: For the items under the Contract that <u>the bidder is a manufacturer</u>, the Bidder shall furnish documentary evidence to demonstrate that:
 - (i) it has manufactured goods of similar nature and complexity for at least *three years*, prior to the bid submission deadline; and

- (ii) its annual production capacity of goods of similar nature and complexity for each of the last *three years* prior to the bid submission deadline, is at least 5 times the quantities specified under the contract.
- (e) Manufacturer's authorization: A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations.

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

RFB No.: [insert number of RFB process] **Request for Bid No.:** [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- (f) **Bid Price**: The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (g) **Discounts**: The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: [Specify in detail each discount offered.]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (h) **Bid Validity**: Our Bid shall be valid until [insert day, month and year in accordance with ITP 18.1], and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (j) One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (1) **State-owned enterprise or institution**: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];
- (m) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding 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

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

- (n) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

^{*:} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

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

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

Alternative No.: [insert identification of the content of the cont	RFB No.: [insert ration No if this is a	•	-
	Page	of	pages
1. Bidder's Name [insert Bidder's legal name]			
2. In case of JV, legal name of each member: [inse	ert legal name of e	each member	in JV]
3. Bidder's actual or intended country of registration <i>registration</i>]	on: [insert actual	or intended c	country of
4. Bidder's year of registration: [insert Bidder's year	ear of registration	J	
5. Bidder's Address in country of registration: [ins registration]	sert Bidder's lega	l address in co	ountry of
6. Bidder's Authorized Representative Information	n		
Name: [insert Authorized Representative's name	e]		
Address: [insert Authorized Representative's Ad	ldress]		
Telephone/Fax numbers: [insert Authorized Rep	resentative's telep	phone/fax nun	nbers]
Email Address: [insert Authorized Representative	ve's email address	:]	
7. Attached are copies of original documents original documents]	of [check the box	(es) of the atte	ached
☐ Articles of Incorporation (or equivalent documents of registration of the legal entity n			
☐ In case of JV, letter of intent to form JV or J	V agreement, in a	ccordance wit	th ITB 4.1.
☐ In case of state-owned enterprise or institution establishing:	on, in accordance	with ITB 4.6	documents
 Legal and financial autonomy Operation under commercial law Establishing that the Bidder is not under the 	ne supervision of t	he Purchaser	
8. Included are the organizational chart, a list ownership. [If required under BDS ITB 45.1, t information on beneficial ownership, using the	the successful Bida	der shall prov	ide additional

Bidder's JV Members Information Form

_	The Bidder shall fill in this Form in accordance with the install following table shall be filled in for the Bidder and for each Date: [insert date (as day, monto RFB No.: [insert identification No if	h member o th and year ert number	f a Joint Ve) of Bid sub of Bidding	enture]. mission] process]
	Pa	ge	of	pages
	1. Bidder's Name: [insert Bidder's legal name]			
	2. Bidder's JV Member's name: [insert JV's Member leg	gal name]		
	3. Bidder's JV Member's country of registration: [in registration]	nsert JV's	Member o	country of
	4. Bidder's JV Member's year of registration: [insert JV'	's Member y	ear of regi	stration]
	5. Bidder's JV Member's legal address in country of relegal address in country of registration]	egistration:	[insert JV	's Member
	6. Bidder's JV Member's authorized representative information	mation		
	Name: [insert name of JV's Member authorized represented]	ative]		
	Address: [insert address of JV's Member authorized repre	esentative]		
	Telephone/Fax numbers: [insert telephone/fax number representative]	rs of JV's	Member (authorized
	Email Address: [insert email address of JV's Member auth	horized repi	resentative]	,
	7. Attached are copies of original documents of [check the box documents]	x(es) of the	attached or	iginal
	Articles of Incorporation (or equivalent documents of cons registration documents of the legal entity named above, in ac			nd/or
	☐ In case of a state-owned enterprise or institution, document autonomy, operation in accordance with commercial law, a supervision of the Purchaser, in accordance with ITB 4.6.			
	8. Included are the organizational chart, a list of Board of Direct [If required under BDS ITB 45.1, the successful Bidder shall beneficial ownership for each JV member using the Beneficial	provide add	itional inforn	nation on

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member's or Subcontractor's Name: [insert full name]

RFB No. and title: [insert RFB number and title]

Page [insert page number] of [insert total number] pages

SEA and/or SH Declaration					
in accordance with Section III, Qualification Criteria, and Requirements					
We:					
☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations					
\square (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations					
☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.					
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]					

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported) Currencies in accordance with ITB 15					Date: RFB No: Alternative No: of of			
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
		•	•	•			Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

Group C Bids, Goods already imported) Currencies in accordance with ITB 15 Date: RFB No: Alternative No: Page N° or											
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Purchaser's Country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
		_	.	-	_		_			Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

^{* [}For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

Price Schedule: Goods Manufactured in the Purchaser's Country

	Purchaser's C	(Group A and B Bids)				Date: RFB No: Alternative No: Page N° of			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
								Total Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Price and Completion Schedule - Related Services

		Currencies in accordance with ITB 15			Date:		
1	2	3	4	5	6	7	
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)	
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]	
				Total Bid Price			

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Rank Guarantee Form in accordance with the instructions

-	cated.]
[Gud	arantor letterhead or SWIFT identifier code]
Ben	eficiary: [Purchaser to insert its name and address]
RFE	No.: [Purchaser to insert reference number for the Request for Bids]
Alte	rnative No.: [Insert identification No if this is a Bid for an alternative]
Date	e: [Insert date of issue]
BID	GUARANTEE No.: [Insert guarantee reference number]
Gua	rantor: [Insert name and address of place of issue, unless indicated in the letterhead]
venti the r	have been informed that [insert name of the Bidder, which in the case of a joint ure shall be the name of the joint venture (whether legally constituted or prospective) or names of all members thereof] (hereinafter called "the Applicant") has submitted or will nit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of under Request for Bids No ("the RFB").
	hermore, we understand that, according to the Beneficiary's conditions, Bids must be orted by a Bid guarantee.
Bene Bene	he request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the eficiary any sum or sums not exceeding in total an amount of
(a)	has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
(b)	having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDC	3) 2010
Revision, ICC Publication No. 758.	

[Signature(s)]

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 BDS.]

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

RFB No.: [insert number of RFB process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

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 in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: [insert s	ignature(s) of authorized r	epresentative(s) of the Manufacturer]
Name: [insert co	mplete name(s) of authoriz	zed representative(s) of the Manufacturer]
Title: [insert title	?]	
Dated on	day of	,[insert date of signing]

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: None.

Under ITB 4.8(b) and ITB 5.1: *None*.

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - "corrupt practice" is the offering, giving, receiving, or soliciting, directly
 or indirectly, of anything of value to influence improperly the actions of
 another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its subconsultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their subcontractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating

A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

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1a. List of Goods and Delivery Schedule

Lot 1: General ICT Equipment

Line	Description of Goods	Quantity	Physical	Final	Delivery (as per Incoterms) Date			
Item N°			unit	Destination (Project Site) as specified in BDS	Earliest Delivery Date following the date of effectiveness of the Contract	Latest Delivery Date following the date of effectiveness of the Contract	Bidder's offered Delivery date [to be provided by the Bidder]	
1	Laptops	33	Number	Ministry of	8 weeks	10 weeks		
2	Desktop Computers MZOs Type A(lower spec)	110	Number	Lands, Housing	8 weeks	10 weeks		
3	Desktop Computers NLIC, DSM & ISLM Type B (Higher spec)	59	Number	Development, Plot 13 - 15	8 weeks	10 weeks		
4	Tablets (Data Capturing)	5	Number	Parliament	8 weeks	10 weeks		
5	30KVA UPS in Parallel with Battery Extension	2	Number	Avenue, KAMPALA	8 weeks	10 weeks		
6	Core Switches 48	26	Number		8 weeks	10 weeks		
7	Digital Cameras	4	Number		8 weeks	10 weeks		
8	Projectors (Normal and Smart Projector)	5	Number		8 weeks	10 weeks		
9	Central UPS for desktops	20	Number		8 weeks	10 weeks		

1b. List of Goods and Delivery Schedule

Lot 2: Printers

Line	Description of Goods	Quantity	Physical	Final	Delivery (as per Incoterms) Date		
Item N°			unit	Destination (Project Site) as specified in BDS	Earliest Delivery Date following the date of effectiveness of the Contract	Latest Delivery Date following the date of effectiveness of the Contract	Bidder's offered Delivery date [to be provided by the Bidder]
1	Title Printers (MFP)	20	Number	Ministry of	8 weeks	10 weeks	
2	Desk-top printer	44	Number	Lands, Housing	8 weeks	10 weeks	
4	A3 size Scanners	30	Number	and Urban	8 weeks	10 weeks	
5	2D & 3D Barcode reader	40	Number	Development,	8 weeks	10 weeks	
6	Hand Held printers	48	Number	Plot 13 - 15	8 weeks	10 weeks	
7	A0 Plotter	4	Number	Plot 13 - 15 Parliament Avenue, KAMPALA	8 weeks	10 weeks	

1c. List of Goods and Delivery Schedule

Lot 3: Specialized Production Printer

Line	Description of Goods			very (as per Incoter	per Incoterms) Date		
Item N°		unit	Destination (Project Site) as specified in BDS	Earliest Delivery Date following the date of effectiveness of the Contract	Latest Delivery Date following the date of effectiveness of the Contract	Bidder's offered Delivery date [to be provided by the Bidder]	
1	Production Printer	3	Number	Ministry of Lands, Housing and Urban Development, Plot 13 - 15 Parliament Avenue, KAMPALA	8 weeks	10 weeks	

1d. List of Goods and Delivery Schedule

Lot 4: Ministry Zonal Office Local Area Network Improvement (Jinja, Masaka and Mbarara)

Line			Deli	Delivery (as per Incoterms) Date			
Item N°			unit	Destination (Project Site) as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the Bidder]
1	Ministry Zonal Office	3	Number	Jinja,	6 weeks	8 weeks	
	Local Area Network			Masaka and			
	Improvement			Mbarara			

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
		Lot 1			
1	Delivery, Installation, Testing and Commissioning of all the equipment	27	Offices	MLHUD, SMD, ISLM, NLIC, DGLM and Ministry Zonal Offices (MZOs) (including Kampala MZO,Arua, Jinja, Mukono, Gulu, Kibaale, Soroti, Tororo, Mbarara, Rukungiri, Kabale, Fortfortal, Mityana, Moroto, Wakiso, Luwero, Masaka, Mbale, Lira, Kibaale and Mpigi)	6 weeks
		Lot 2			

1	Delivery, Installation, Testing and Commissioning of all the equipment	27	Offices	MLHUD, SMD, ISLM, NLIC, DGLM and Ministry Zonal Offices (MZOs) (including Kampala MZO, Arua, Jinja, Mukono, Gulu, Kibaale, Soroti, Tororo, Mbarara, Rukungiri, Kabale, Fortfortal, Mityana, Moroto, Wakiso, Luwero, Masaka, Mbale, Lira, Kibaale and Mpigi)	6 weeks	
		Lot 3				
1	Delivery, Installation, Testing and Commissioning of all the equipment	3	MZOs	Wakiso, Mukono and Mpigi MZOs	6 weeks	
Lot 4						
1	Delivery, Installation, Testing and Commissioning of LAN	3	MZO	Jinja, Masaka and Mbarara	6 weeks	

^{1.} If applicable

3. Technical Specifications

LOT 1: General ICT Equipment

No	General ICT equipment	Qty
1	Laptops	33
2	Desktop Computers MZOs Type A (lower spec)	110
3	Desktop Computers NLIC, DSM & ISLM Type B (Higher spec)	59
4	Tablets (Data Capturing)	5
5	30KVA UPS in Parallel with Battery Extension	2
6	Core Switches 48	26
7	Digital Cameras	4
8	Projectors (Normal and Smart Projector)	5
9	Central UPS for desktops	20

LOT 1: General ICT Equipment

1) LAPTOPS

DESCRIPTION/SPI		BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1.	Model		
2. Processor	Intel Core i7-1255U, 10C (2P +8E) / 12T, P-core 1.7 / 4.7GHz, E-core 1.2 / 3.5GHz, 12MB		
	Integrated Intel Iris Xe Graphics functions as UHD		
3. Graphics	Graphics		
4. Chipset	Intel SoC Platform		
5. Memory6. Memory Slots	16GB (2x 8GB SO-DIMM DDR4-3200) Two DDR4 SO-DIMM slots, dual-channel capable		
7. Max Memory	Up to 64GB DDR4-3200		
8. Storage	512GB SSD M.2 2242 PCIe 4.0x4 NVMe Opal2		
9. Storage Support	One drive, up to 1TB M.2 2242 SSD		
10. Storage Slot	One M.2 2242 PCIe Gen 4x4 slot, supports M.2 2242 SSD		
11. Card Reader	MicroSD Card Reader		
12. Audio Chip	High Definition (HD) Audio, Realtek ALC3287 codec		
13. Speakers	Stereo speakers, 2W x2, Dolby® Audio TM		

14. Camera	FHD 1080p, with privacy shutter, fixed focus	
15. Microphone	Dual array microphone, far-field, Dolby Voice	
	Integrated Li-Polymer 42Wh battery, supports Rapid	
16. Battery	Charge (charge up to 80% in 1hr) with 65W AC adapter	
17. Bag pack	Carry bag backpack from same OEM	
18. Warranty	5-year hardware extended warranty. The product must	
	not be 3 months old from the date of manufacture.	
19. Product	Vendor must be an Original Equipment Manufacturer	
Support	(OEM) of the proposed product or an Authorized	
·	Reseller/Support for the OEM.	

2) **COMPUTERS TYPE A FOR MZOs**

		ECIFICATION	BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1.		Model		
	Processor Family	Intel® Celeron®, Intel Pentium®, or 12th Generation Intel Core TM i3 / i5 / i7 / i9 Processor		
3.	Processor	12th Generation Intel® Core™ i5-12400T Processor(1.80 GHz up tp 4.20 GHz)		
4.	Graphics	Integrated Graphics		
5.	Chipset	Intel Q670 chipset		
6.	Memory	8GB DDR4-3200MHz SoDIMM		
7.	Memory Slots	Two DDR4 SO-DIMM slots, dual-channel capable		
8.	Max Memory	Up to 64GB DDR4-3200		
9.	Storage	256GB SSD M.2 2280 PCIe NVMe Opal		
10.	Storage Support	Up to two drives, 1x 2.5" HDD + 1x M.2 SSD • 2.5" HDD up to 1TB • M.2 SSD up to 2TB		
11.	Optical	DVD burner (DVD±RW), slim (9.0mm)		
12.	Audio Chip	High Definition (HD) Audio, Realtek ALC233VB codec		
	Speakers	Single speaker, 2W x1		
14.	Power Supply	65W 89% Adapter, Autosensing		
15.	DESIGN			
16.	Keyboard	Calliope Keyboard (USB connector), black		
17.	Mouse	USB Calliope Mouse, Black		
	Expansio n Slots	Two M.2 slots (one for WLAN, one for SSD)		
19.	Case Color	Black		

	T T	T
20. Toolless		
Chassis		
Screw	Toolless Chassis Screw	
	VESA mount bracket kit, supports VESA mount 75mm	
21. Mounting	and 100mm	
	Dust filter	
22. Others	Supports Smart Power On	
23. Form	Supports Smart I owel on	
Factor	Micro form factor (1L)	
24. Dimensio	Where form factor (12)	
ns	204.2 x 186.6 x 64 mm with rubber feet (8.04 x 7.35 x	
(WxDxH)	2.52 inches with rubber feet)	
` ′	<u> </u>	
25. Weight	Around 1.74 kg (3.84 lbs)	
CONNECTIVIT		
Y		
24.71	Gigabit Ethernet, Intel Ethernet Connection I219-LM, 1x	
26. Ethernet	RJ-45, supports Wake-on-LAN	
27. WLAN +		
Bluetooth	Intel 9560 11ac, 2x2 + BT5.1	
	1x USB 3.2 Gen 2	
	1x USB 3.2 Gen 2 (Always On and 5V@2.1A charging)	
	1x USB-C 3.2 Gen 1 (support data transfer and	
28. Front	5V@0.9A charging)	
Ports	1x headphone / microphone combo jack (3.5mm)	
	1x USB 2.0	
	1x USB 3.2 Gen 1	
	2x USB 3.2 Gen 2	
	1x HDMI 2.1 TMDS	
	1x DisplayPort™ 1.4	
29. Rear	1x Ethernet (RJ-45)	
Ports	1x VGA + 1x serial	
	Punch out port 1 (one of VGA / DisplayPort / HDMI /	
30. Optional	serial / USB-C 2.0 with DisplayPort function)	
Rear	Punch out port 2 (one of VGA / DisplayPort / HDMI /	
Ports	serial / RJ-45)	
31. SECURI		
TY &		
PRIVAC		
Y		
32. Security		
Chip	Discrete TPM 2.0, TCG certified	
33. Physical		
Locks	Kensington Security Slot, 3 x 7 mm	
34. Chassis		
Intrusion		
Switch	Chassis Intrusion Switch	

	Administrator password	
	Power-on password	
	Hard disk password	
	Boot sequence control	
	Boot without keyboard and mouse	
	Certificate based BIOS management	
	Cover presence switch	
	Self-healing BIOS	
	Smart USB protection (allows keyboard / mouse only,	
35. BIOS	blocks all storage devices)	
Security	Individual USB port disablement	
36. Customiz		
ation		
37. Custom	Enhanced Asset Tag with Ministry of Lands Details.	
Asset Tag	Setting done at factory	
38. BIOS		
Customiz	Custom BIOS Settings Booting with Ministry of Lands	
ation	Logo. Setting done at factory	
39. CERTIFI		
CATION		
S		
	EPEAT TM Gold	
40. Green	ENERGY STAR® 8.0 ErP Lot 3	
Certificati	TCO Certified 9.0	
	RoHS compliant	
ons 41. SOFTW	Koris compilant	
ARE		
42. Operating		
System	Ubuntu Linux	
43. Accessori	Counta Linux	
es		
	Tiny Clamp Dreaket Mounting Vit II	
	Tiny Clamp Bracket Mounting Kit II	
	Kensington Combination Cable Lock	
44. Monitor		
Specificat		
ion		
45. System	Tiny Clamp Bracket Mounting Kit II Kensington	
unit	Combination Cable Lock from Lenovo	
mount		
46. Monitor mount	Dual mount stand (Dual monitor for each system unit)	
47. Diagonal	60.47 cm	
Viewing	23.8 inches	
Size:	25.0 menes	
48. Preset		
Display	534.9 mm x 307 mm	
Area (H x		
V)	21.06" x 12.09"	
50.	164214.3 sq-mm (254.53 sq-inches)	
50.	In-Plane switching Technology	
1	III-1 faile switching 1 cellilology	

	Display Screen Coating	
51. Panel Type:	Anti-glare treatment of the front	
Турс.	polarizer (3H) hard coating	
52. Maximur Preset Resolution	1920X1080 @ 60Hz	
53. Viewing Angle	178° vertical / 178° horizontal	
	0.2745 mm x 0.2745 mm	
54. Pixel Pitch	Pixel Per Inch (PPI)	
2 10011	92.5	
55. Contrast Ratio	1000 to 1 (typical)	
56. Aspect Ratio	16:09	
57. Backligh Technology	White LED Edgelight System	
58. Brightnes	250 cd/m2 (typical)	
59. Response	8 ms for NORMAL mode	
Time	5 ms for FAST mode	
	Height adjustable (150 mm)	
	Tilt (-5° to 21°)	
60 A 1' 441	Swivel (-45° to 45°)	
60. Adjustab ity	Pivot (-90° to 90°)	
	PbP / PiP	
	PbP (No)	
	PiP (No)	
61. Daisy Chain Availabil ty	Yes, with Multi Monitor Sync to synchorize key OSD settings	
62. Display Manager Compatil ility	Yes, Easy Arrange and other key features	
63. Color	Color Gamut	
Support	100% sRGB, 100% REC709, 85% DCI-P3	
64. Color Depth:	16.7 million colors	
65. Color Calibration N	Delta E < 2 (average) for sRGB and Rec 709	
66. Audio Output	1 x Audio line-out14	

	1 X DP 1.4	
	1 X HDMI 1.4	
	1 X DisplayPort(out) with MST	
	1 X USB Type-C upstream Port(data only 10Gpbs USB	
67 Compactive	3.2 Gen 2)	
67. Connectiv ity	1 X USB Type-C downstream port with charging capability at 15W (Maximum)	
	1 X super speed USB 10Gbps with BC1.2 charging	
	capability at 2 A (maximum)	
	2 X super speed USB 10Gbps (USB 3.2 Gen 2) downstream port	
	1 X audio line-out port	
	Security lock slot	
68. Security	Anti-theft stand lock slot (to panel)	
69. Dimensio	\ 1 /	
ns &		
Weight 70. Flat Panel		
Mount	VESA mounting holes (100 mm x 100 mm-behind attached VESA cover)	
Interface	,	
71. Power	Voltage Required	
	100 VAC to 240 VAC / 50 Hz or 60 Hz + 3 Hz / 1.2 A	
72. Altitude	Operating: 5,000 m (16,404 ft) max	
, 21 1100000	Non-Operating: 12,192 m (40,000 ft) max	
73. Temperat	Operating: 0°C to 40°C (32°F to 104°F)	
ure Range	Non-operating: –20°C to 60°C (–4°F to 140°F)	
74. Humidity	Operating: 10% to 80% (non-condensing)	
Range	Non-Operating: 5% to 90% (non-condensing)	
	0.3 W (Off Mode)15	
75. Power	0.3 W (Standby Mode)15	
Consumpt ion	11.6 W (On Mode)15	
Normal	63 W (Maximum)16	
operation	11.06 W (Pon)17	
	25.33 kWh(TEC)18	
	Compliant Standards	
	ENERGY STAR certified Monitor	
	• EPEAT (Gold) registered where applicable. EPEAT registration varies by country.	
76. Regulator	TCO Certified Edge	
У	• RoHS Compliant	
	BFR/PVC Free monitor (excluding external cables)	
	Meets NFPA 99 leakage current requirements	
	Arsenic-Free glass and Mercury-Free for the panel only	
	J	<u> </u>

77. Warranty	5-year hardware extended warranty. The product must	
	not be 3 months old from the date of manufacture.	
78. Product	Vendor must be an Original Equipment Manufacturer	
Support	(OEM) of the proposed product or an Authorized	
	Reseller/Support for the OEM.	

3) DESKTOP COMPUTERS TYPE B FOR NLIC, DSM & ISLM

DES	SCRIPTION/SPE	ECIFICATION	BIDDERS SPECIFICATIO N (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Processor	12th Generation Intel® Core™ i7-12400T Processor(1.80 GHz up to 4.20 GHz)		
3)	Graphics	Integrated Graphics		
4)	Chipset	Intel Q670 chipset		
5)	Memory	32GB DDR4-3200MHz SoDIMM		
6)	Memory Slots	Two DDR4 SO-DIMM slots, dual-channel capable		
7)	Max Memory	Up to 64GB DDR4-3200		
8)	Storage	512GB SSD M.2 2280 PCIe NVMe Opal		
9)	Storage Support	Up to two drives, 1x 2.5" HDD + 1x M.2 SSD • 2.5" HDD up to 1TB • M.2 SSD up to 2TB		
10)	Optical	DVD burner (DVD±RW), slim (9.0mm)		
11)	Audio Chip	High Definition (HD) Audio, Realtek ALC233VB codec		
12)	Speakers	Single speaker, 2W x1		
13)	Power Supply	65W 89% Adapter, Autosensing		
14)	DESIGN			
15)	Keyboard	Calliope Keyboard (USB connector), black		
16)	Mouse	USB Calliope Mouse, Black		
17)	Expansion Slots	Two M.2 slots (one for WLAN, one for SSD)		
18)	Case Color	Black		
19)	Toolless Chassis Screw	Toolless Chassis Screw		
20)	Mounting	VESA mount bracket kit, supports VESA mount 75mm and 100mm		
21)	Others	Dust filter Supports Smart Power On		
22)	Form Factor	Tiny (1L) (Micro form-factor		
	Dimensions (WxDxH)	204.2 x 186.6 x 64 mm with rubber feet (8.04 x 7.35 x 2.52 inches with rubber feet)		
24)	Weight	Around 1.74 kg (3.84 lbs)		
25)	CONNECTI VITY			
26)	Ethernet	Gigabit Ethernet, Intel Ethernet Connection I219-LM, 1x RJ-45, supports Wake-on-LAN		

27)	WLAN +		
21)	Bluetooth	Intel 9560 11ac, 2x2 + BT5.1	
	Diuctootii	1x USB 3.2 Gen 2	
		1x USB 3.2 Gen 2 (Always On and 5V@2.1A charging)	
		1x USB-C 3.2 Gen 1 (support data transfer and	
		5V@0.9A charging)	
28)	Front Ports	1x headphone / microphone combo jack (3.5mm)	
20)	1 TOTAL TOTALS		
		1x USB 2.0	
		1x USB 3.2 Gen 1	
		2x USB 3.2 Gen 2 1x HDMI 2.1 TMDS	
		1x DisplayPort TM 1.4	
29)	Rear Ports	1x Ethernet (RJ-45) 1x VGA + 1x serial	
29)	Real Folts	Punch out port 1 (one of VGA / DisplayPort / HDMI /	
		serial / USB-C 2.0 with DisplayPort function)	
30)	Optional Rear	Punch out port 2 (one of VGA / DisplayPort / HDMI /	
30)	Ports	serial / RJ-45)	
31)		SOLIGIT IN TO)	
31)	& PRIVACY		
32)		Discrete TPM 2.0, TCG certified	
	Physical	Discrete 1FW 2.0, 1CG certified	
33)	Locks	Kensington Security Slot, 3 x 7 mm	
34)		Kensington Security Slot, 3 x / min	
34)	Intrusion		
	Switch	Chassis Intrusion Switch	
	Switch		
		Administrator password	
		Power-on password	
		Hard disk password	
		Boot sequence control	
		Boot without keyboard and mouse	
		Certificate based BIOS management	
		Cover presence switch	
		Self-healing BIOS	
25)	DIOC	Smart USB protection (allows keyboard / mouse only,	
35)	BIOS	blocks all storage devices)	
36)	Security	Individual USB port disablement	
36)	Customizatio n		
37)	Custom Asset	Enhanced Asset Tag with Ministry of Lands Details.	
	Tag	Setting done at factory	
38)	BIOS	Seeming dolle at Indioly	
	Customizatio	Custom BIOS Settings Booting with Ministry of Lands	
	n	Logo. Setting done at factory	
39)	CERTIFICA	2550. Soming done at Indian	
	TIONS		
		EPEAT™ Gold	
		ENERGY STAR® 8.0	
		ErP Lot 3	
40)	Green	TCO Certified 9.0	
	Certifications	RoHS compliant	
41)	SOFTWAR		
	E		

42)	Operating System	Windows 11 mg 6/hit	
43)	System Accessories	Windows 11 pro 64bit Kensington Combination Cable Lock	
	Monitor	Rensington Combination Cable Lock	
	Specification		
45)	Monitor mount	Dual mount stand (Dual monitor for each system unit)	
46)	Diagonal Viewing Size:	60.47 cm	
47)	Diagonal Viewing Size:	23.8 inches	
48)	Preset Display Area (H x V)	534.9 mm x 307 mm	
49)		21.06" x 12.09"	
50)		164214.3 sq-mm (254.53 sq-inches)	
51)	Panel Type:	In-Plane switching Technology	
52)	Panel Type:	Display Screen Coating	
53)	Power Supply	Anti-glare treatment of the front	
54)	Audio	polarizer (3H) hard coating	
55)	Maximum	1920X1080 @ 60Hz	
56)	Preset Resolution Viewing Angle	178° vertical / 178° horizontal	
57)	Pixel Pitch	0.2745 mm x 0.2745 mm	
58)	Pixel Pitch	Pixel Per Inch (PPI)	
59)	Contrast	92.5	
60) 61)	Ratio Aspect Ratio Contrast Ratio	1000 to 1 (typical)	
62)	Aspect Ratio	16:09	
63)	Backlight Technology	White LED Edgelight System	
64)	Brightness	250 cd/m2 (typical)	
		8 ms for NORMAL mode	
65)	Response Time	5 ms for FAST mode	
66)	Adjustability	Height adjustable (150 mm)	
		Tilt (-5° to 21°)	
67)	Maximum Preset Resolution	Swivel (-45° to 45°)	
68)	Viewing Angle	Pivot (-90° to 90°)	
69)	Pixel Pitch	PbP / PiP	

70)	Daisy Chain	DhD (No)	
'0)	Availability	PbP (No)	
71)		PiP (No)	
/1)	Daisy Chain Availability	Yes, with Multi Monitor Sync to synchorize key OSD settings	
72)	Display Manager Compatibility	Yes, Easy Arrange and other key features	
73)	Color Support	Color Gamut	
74)	Color Depth:	100% sRGB, 100% REC709, 85% DCI-P3	
75)	Color Depth:	16.7 million colors	
76)	Color Calibration Accuracy	Delta E < 2 (average) for sRGB and Rec 709	
		1 x Audio line-out14	
		1 X DP 1.4	
		1 X HDMI 1.4	
77)	Audio Output	1 X DisplayPort(out) with MST	
78)	Connectivity	1 X USB Type-C upstream Port(data only 10Gpbs USB 3.2 Gen 2)	
		1 X USB Type-C downstream port with charging capability at 15W (Maximum)	
		1 X super speed USB 10Gbps with BC1.2 charging capability at 2 A (maximum)	
79)	Daisy Chain Availability	2 X super speed USB 10Gbps (USB 3.2 Gen 2) downstream port	
80)	Security	1 X audio line-out port	
01)	Cit	Security lock slot	
81)	Security	Anti-theft stand lock slot (to panel)	
	Dimensions & Weight		
83)	Flat Panel Mount Interface	VESA mounting holes (100 mm x 100 mm-behind attached VESA cover)	
84)	Power	Voltage Required	
85)	Temperature Range	100 VAC to 240 VAC / 50 Hz or 60 Hz + 3 Hz / 1.2 A	
86)	Altitude	Operating: 5,000 m (16,404 ft) max	
87)	Normal operation	Non-Operating: 12,192 m (40,000 ft) max	
	Temperature Range	Operating: 0°C to 40°C (32°F to 104°F)	
89)	Power Consumption Normal operation	Non-operating: –20°C to 60°C (–4°F to 140°F)	
90)	Humidity	Operating: 10% to 80% (non-condensing)	
	Range	Non-Operating: 5% to 90% (non-condensing)	
91)	Power Consumption	0.3 W (Off Mode)15	

	Normal operation		
92)	Flat Panel Mount		
	Interface	0.3 W (Standby Mode)15	
		11.6 W (On Mode)15	
93)	Regulatory	63 W (Maximum)16	
		11.06 W (Pon)17	
94)	Altitude	25.33 kWh(TEC)18	
95)	Regulatory	Compliant Standards	
93)		ENERGY STAR certified Monitor	
96)	Humidity	• EPEAT (Gold) registered where applicable. EPEAT registration varies by country.	
	Range	TCO Certified Edge	
97)	Warranty	5-year hardware extended warranty. The product must not be 3 months old from the date of manufacture.	
98)	Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM	

4) TABLET

DES	SCRIPTION/SPE	CIFICATION	BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Processor	Intel Core i7-1160G7 (4C / 8T, 2.1 / 4.4GHz, 12MB)		
3)	Graphics	Integrated Intel Iris Xe Graphics		
4)	Chipset	Intel SoC Platform		
5)	Memory	16GB Soldered LPDDR4x-4266		
6)	Storage	512GB SSD M.2 2242 PCIe 3.0x4 NVMe		
7)	Storage Support	One drive, up to 1TB M.2 2242 SSD		
		Front 5.0-megapixel IR & RGB hybrid user-facing camera, webcam privacy shutter, fixed focus		
8)	Camera	Rear 8.0-megapixel RGB world-facing, autofocus		
9)	Microphone	Dual array microphone, 360° far-field for Cortana, near-field for Alexa		
10)	Speakers	Stereo speakers, Realtek ALC3306-GRT codec, 1W x2, Dolby Audio		
	•	Accelerometer (G) sensor		
		Gyroscope sensor		
		Hall sensor		
11)	Sensors	Inclinometer sensor		
		Integrated Li-Polymer 42Wh battery, supports Rapid		
12)	Battery	Charge (charge up to 80% in 1hr) with 65W AC adapter		

13) Max Battery	MobileMark 2018: 10.36 hr	
Life	JEITA 2.0: 12.42 hr	
	To fully charged	
14) Charging	In operation: 2.0 hr Off ~ 80%: 0.83 hr	
14) Charging Time	Off ~ 100%: 2.0 hr	
15) Power	O11 ~ 100%. 2.0 III	
Adapter	65W USB-C Slim (3-pin)	
Adapter	03W CSB-C Shill (3-pin)	
16) DESIGN		
	12.3" FHD+ (1920x1280) IPS 400nits AR (anti-reflection)	
17) Display	/ AS (anti-smudge), Touch	
	GF2 Direct Bonding, capacitive-type multi-touch, supports	
18) Touchscreen	10-point touch	
10) G M		
19) Case Material	Magnesium-aluminium	
20) V	Folio Keyboard with touchpad (pogo pin, detachable), 3-	
20) Keyboard	level backlight	
21) Pen	Digital Pen	
21) 1011	Tablet: 283.3 x 203.5 x 8.8 mm (11.15 x 8.01 x 0.35	
	inches)	
	Folio keyboard: 283.3 x 217.8 x 5.7 mm (11.15 x 8.57 x	
	0.22 inches)	
22) Dimensions	Total: 283.3 x 217.8 x 14.5 mm (11.15 x 8.57 x 0.57	
(WxDxH)	inches)	
	Tablet: around 760 g (1.67lbs)	
	Folio keyboard: 340 g (0.75lbs)	
23) Weight	Total: 1,100 g (2.42 lbs)	
24) Case Color	Black	
,		
25) Case Material	Magnesium-aluminium	
20.01	Hinge locking: 170°	
26) Others	Kensington® Nano Security Slot™	
27) SOFTWARE		
28) Operating		
System	Windows 11 Pro 64, English	
29) CONNECTI	Windows II I I O O I, English	
VITY		
30) WLAN +		
Bluetooth	Intel AX201 11ax, 2x2 + BT5.1	
31) WWAN	Fibocom L850-GL, 4G LTE CAT9, M.2 card	
32) SIM Card	Gemalto eSIM card (physical)	
,	1x Thunderbolt 4 / USB4 40Gbps (support data transfer,	
	Power Delivery 3.0, and DisplayPort 1.4)	
	1x USB-C 3.2 Gen 2 (support data transfer, Power	
	Delivery 3.0, and DisplayPort 1.4)	
	1x Headphone / microphone combo jack (3.5mm)	
33) Standard Ports	1x Pogo pin connector (8-point)	
34) Docking	ThinkPad X12 Folio Keyboard (Pogo Pin, Detachable)	
JT/ DUCKING	Timiki au A12 i ono Reyodaiu (i ogo i iii, Detaciiaute)	

35)	SECURITY		
	& PRIVACY		
36)	Security Chip	Discrete TPM 2.0	
37)	Fingerprint		
	Reader	Touch Style, Match-on-Chip	
38)	Customizatio		
	n		
39)	Custom Asset	Enhanced Asset Tag with Ministry of Lands Details.	
	Tag	Setting done at factory	
40)	BIOS	Custom BIOS Settings Booting with Ministry of Lands	
	Customization	Logo. Setting done at factory	
41)	CERTIFICATI		
	ONS		
		EPEAT Gold (tablet mode)	
		EPEAT Silver (notebook mode)	
		ENERGY STAR 8.0	
		ErP Lot 3	
		FAA certified	
		Low Halogen	
42)	Green	TCO Certified 8.0	
	Certifications	RoHS compliant	
43)	Warranty	5-year hardware extended warranty. The product must not	
		be 3 months old from the date of manufacture.	
44)	Product	Vendor must be an Original Equipment Manufacturer	
	Support	(OEM) of the proposed product or an Authorized	
		Reseller/Support for the OEM.	

5) 30KVA UPS BATTERY PACK

DE	SCRIPTION/SPE	CIFICATION	BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	User Interface	Graphical LCD- multi-lingual user interface allowing close control and monitoring of system status and performance.		
3)	Topology	Floor standing		
4)	Diagnostics	Remote Diagnostic and Preventive Monitoring, provides early warning of UPS conditions and out of tolerances		
5)	UPS Bypass	Automatic bypass		
6)	Dimensions (W x D x H) mm	600 x 850 x 1600		
7)	Electrical Input			
8)	Nominal input voltage (V)	380/400/415 (three-phase + N + PE)		

9)	Voltage Range	228 to 475V Vac (output PF 0.99),	
	Frequency	50/60 Hz autoselect	
11)	Frequency		
11)	Range	40–70 Hz	
12)	Electrical		
	Output		
13)	Nominal output voltage	290/400/415 (three phase N DE)	
	(V)	380/400/415 (three-phase + N + PE)	
14)	Nominal		
	output	50/60 Hz autoselect	
	frequency	00,00 112 4400501000	
15)	(Hz) Power Factor	0.99-1	
16)	Inverter		
10)	overload	105% for 60 min; 125% for 10 min; 150% for 1 min; >150% for 200ms	
	capacity		
17)	Efficiency	>99% in high-efficiency ECO Mode; 96.1% in normal Double Conversion Mode	
10)	Battery	Double Conversion Wode	
	External		
1))	Battery	2 strings of 40 x 12V 180AH VRLA batteries to provide	
	Modules (80	the 6 hours	
	nos)		
20)	EBM Battery Type	Valve-regulated, non-spillable, lead acid	
21)	Battery		
	charger max.	25A, Temperature compensation (mV/°C/Cell): -3.0	
	current (A)		
22)	Battery Runtime	6 hours on a load of 21kW	
23)	Communicati		
	ons		
24)	Serial Port	RS-232 as standard, RS-232 cable provided	
25)	Ethernet	RJ 45 or RJ 485	
26)	USB Port	HID standard, for communicating with Windows	
		XP/Vista	
21)	Relay Output	Integrated dry-contacts with selectable definition Power Insight management software, unexpected server	
		shutdowns and minimizes downtime warning of pending	
		power losses and initiating safe shutdown of operating	
28)	Software	systems if required. Network communications system	
		enables customers to leverage the distributed monitoring	
		capabilities of network connected equipment, providing centralized management of distributed systems	
		UNITY Card & Relay cards - Intelligent Network	
20)	Communication	communications card with advanced features, Supports	
<i>∠9)</i>	Communicatio n cards	SNMP, Modbus or Relay communication, web, and	
	+	environmental sensors. user-definable dry contact I/O for	
30)	Environment	integration of support management systems,	
	al		

31)	Safety Markings	CE, EN/IEC/AS 62040-1	
32)	EMC Markings	EN/IEC/AS 62040-2	
33)	Audible Noise	Max ≤60dB	
34)	Ambient Operating	0°C to +40°C without derating	
35)	Storage Temperature	-40°C to +70°C	
36)	Relative Humidity	5–90% non-condensing	
37)	Warranty	2yrs warranty.	
38)	Paralleling		
	Components (
	2nos) each		
39)	Battery Circuit Breaker	160Amps, 3-Poles BCB Box	
40)	Parallel Cable	5m Parallel or Dual Bus Cable	
41)	Interface Kit	Intellislot Interface Kit for Relay Contacts for Power Products	
42)	Communicatio n Card	IntelliSlot Unity card to enable SNMP/Web, Modbus, BACnet and LIFE communication for Thermal and Power products. Compatible with Knurr SN sensors.	
43)	Battery Stand	To fit 80 batteries	
44)	Warranty	4-year hardware extended warranty. The product must not be 3 months old from the date of manufacture.	
45)	Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM.	

6) 6KVA WORKSTATION UPS

	CRIPTION/SPECI		BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	User Interface	Graphical LCD with backlight and text in English, French, German, Portuguese, Italian and Spanish		
3)	Display	FTF LCD screen		
4)	Topology	Rack 4U and Floor UPS mountable		
5)	Diagnostics	Full system self-test		
6)	UPS Bypass	Automatic bypass		
7)	Electrical Input			
8)	Nominal Voltage	230V 220V-240V user selectable		
9)	Voltage Range	156–280 Vac (output PF 0.7)		
10)	Power Draw of UPS (full load)	6000VA: 26A @230V		

11)	Recommend ed Input Breaker Rating	35A	
12)	Frequency	50/60 Hz auto select	
13)	Frequency Range	40–70 Hz	
14)	Electrical Output		
15)	On Utility Voltage	±2% of nominal regulation	
16)	On Battery Voltage	±2% of nominal regulation	
17)	Efficiency	>97% in high-efficiency mode; 91% in normal mode	
18)	Output connections	(4) IEC 60320 C19 (Battery Backup) (1) Hard wire 3-wire (H N + E) (Battery Backup) (2) IEC Jumpers (Battery Backup) (6) IEC 60320 C13 (Battery Backup)	
	Frequency Regulation	±3% Hz online	
20)	Load Crest Factor	3 to 1	
21)	Battery		
22)	Internal Battery Type	5.5 Ah, sealed, lead-acid; maintenance free	
23)	EBM Battery Type	5.5 Ah, sealed, lead-acid; maintenance free	
24)	Battery Runtime	Fifteen (15) minutes with internal batteries @100% load (0.7 PF) For additional details, see battery runtime chart	
25)	Battery recharge time	Fours (4) hours to recover 90 percent of nominal backup time after 100 percent RCD load discharge	
26)	Extened Battery pack		
27)	Battery type	Lead-acid battery	
28)	Battery mounting	Stand-alone battery stack	
29)	RBC Quantiy	4 6VA Rack Mount 230-192V battery pack	
30)	Start-On- Battery	Allows start of UPS without utility input	
31)	tions		
32)	Serial Port	RS-232 as standard, RS-232 cable provided	
33)	Ethernet	10/100/1000MBPS	
34)	USB Port	HID standard, for communicating with Windows XP/Vista	
35)	Relay Output	DB-9 Dry Contact—common alarm standard	
36)	Software	Intelligent Power Manager (IPM) and IPP	

37)	Communicat	Connect UPS-MS Network Management Card for direct	
	ion cards	control and monitoring in SNMP-based ne works	
		ConnectUPS-MS Card with ModBus RTU interface	
		Serial Management Card-MS for integration to	
		industrial environment and building management	
		systems, remote shutdown for IBM AS/400 systems	
38)	Environme		
	ntal		
39)	Safety	CE, GS	
	Markings		
40)	EMC	IEC/EN 62 040-2 class A	
	Markings		
41)	Audible	Max 46 dB	
	Noise		
42)	Ambient	0°C to $+40^{\circ}\text{C}$	
	Operating		
43)	Storage	-20°C to +40°C with batteries and -25°C to +55°C	
	Temperature	without batteries	
44)	Relative	5–90% non-condensing	
	Humidity		
45)	Warranty	4-year hardware extended warranty. The product must not	
		be 3 months old from the date of manufacture.	
46)	Product	Vendor must be an Original Equipment Manufacturer	
	Support	(OEM) of the proposed product or an Authorized	
		Reseller/Support for the OEM.	

7) 3L SWITCHES 48

DES	DESCRIPTION/SPECIFICATION		BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)	Total 10/100/1000 or Multigigabit copper ports	48 POE+		
2)	Default AC power supply	715W AC		
3)	Available PoE power	445W		
4)	StackWise-480	Yes		
5)	StackPower	Yes		
6)	Default power supply	Hot swappable power supply 1+1		
7)	SFP ports	4 ports		
8)	Switching capacity	208 Gbps on 48-port Gigabit Ethernet model		

	~		I
9)	Stacking bandwidth	480 Gbps	
10)	Total number of MAC addresses	32,000	
11)	Total number of IPv4 routes (ARP plus learned routes)	32,000 (24,000 direct routes and 8000 indirect routes)	
12)	IPv4 routing entries	32,000	
13)	IPv6 routing entries	16,000	
14)	Multicast routing scale	8000	
15)	QoS scale entries	5120	
16)	ACL scale entries	5120	
17)	Packet buffer per SKU	16 MB buffer for 24- or 48-port Gigabit Ethernet models	
18)	FNF entries	64,000 flow on 24- and 48-port Gigabit Ethernet models	
19)	DRAM	8 GB	
20)	Flash	16 GB	
21)	VLAN IDs	4000	
22)	Total Switched Virtual Interfaces (SVIs)	2000	
23)	Jumbo frames	9198 bytes	
24)	Total routed ports per 9300 Series stack	208	
25)	Wireless bandwidth per switch	Up to 48 Gbps on 24-port Gigabit Ethernet model	
26)	Forwarding rate	154.76 Mpps	
27)	Dimensions (H x W x D)	1.73 x 17.5 x 17.5 Inches	
28)	Weight	16.33 Pounds	
29)	Mean time between failures (hours)	299,000	
	, ,	a. • UL 60950-1	
		b. • CAN/CSA-C222.2 No. 60950-1	_
30)	Safety	c. • EN 60950-1	
	certifications	d. • IEC 60950-1	
		e. • AS/NZS 60950.1	
		f. • IEEE 802.3	
		a. • 47 CFR Part 15	
		b. • CISPR22 Class A	

		c. • EN 300 386 V1.6.1
		d. ● EN 55022 Class A
		e. ● EN 55032 Class A
		f. ● CISPR 32 Class A
		g. • EN61000-3-2
31)	Electromagnetic	h. • EN61000-3-3
	emissions	i. ● ICES-003 Class A
	certifications	j. ● TCVN 7189 Class A
		k. • V-3 Class A
		1. ● CISPR24
		m. • EN 300 386
		n. • EN55024
		o. ● TCVN 7317
32)	Environmental	Reduction of Hazardous Substances (ROHS) 5
33)	Warranty	4-year hardware extended warranty.
34)	product	The product must not be 3 months old from the date of manufacture.
35)	Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM.

8) DIGITAL CAMERAS

DES	SCRIPTION/SPEC	CIFICATION	BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Image Sensor	22.3 x 14.9mm CMOS		
		Effective Pixels		
		Approx. 35 megapixels		
		Built-in/Fixed		
		Sensor Cleaning		
		EOS integrated cleaning system		
		Colour Filter Type		
		Primary Colour		
3)	Image	DIGIC 8		
	Processor			
4)	Lens	Lens Mount		
		EF-M (EF and EF-S lenses compatible via Mount adapter		
		EF-EOS M)		
		Focal length		
		Equivalent to 1.6x the focal length of the lens		
		Image Stabilization		
		Optical Image Stabilizer on compatible lens		
		Movie: In-camera Digital IS available. Further		
		stabilization enhancements from lenses compatible with		
		Dynamic IS		

Focusing Dual Pixel CMOS AF System. Phase detection pixels built onto imaging sensor Manual Focus With EF & EF-S lenses - Select via AF/MF switch on lens With EF-M lenses - Select via dedicated MF Button/ other customizable buttons (toggle AF/MF). MF Peaking available AF+MF available (Manual focus adjustment after One-Shot AF) Magnify image available during MF (5x or 10x) Focus Bracketing AF Micro-adjustment with EF300mm f/2.8L IS USM at 50kph AF Lock Locked when shutter button is pressed half way or customizable AE Lock Button AF Assist Beam via LED assist beam Selected AF point display Indicated on LCD monitor/ EVF Predictive AF selected zone 1-point AF: Manual selection via touchscreen/buttons Contrast detection method is used during 4K Movie Servo AF AF System / Points Maximum 143/99 points depending on lens. Max 25 frames in Zone AF Freely position 1 AF point/ 1 AF Zone via manual selection (area available lens dependent) AF working range EV -2 - 18 (at 23 °C, ISO 100, with EF-M 22mm f/2 STM) AF Modes One-Shot AF and Servo AF AF Point Selection Face + Tracking: Face and subject tracking via automatic recognition/ manual selection via touchscreen. Automatic selection over AF points when no face recognized within frame. Eye AF available in One Shot AF Smooth Zone AF: Manual zone selection, plus automatic selection over AF points within Contrast detection method is used during 4K Movie Servo AF AF System / Points Maximum 143/99 points depending on lens. Max 25 frames in Zone AF Freely position 1 AF point/ 1 AF Zone via manual selection (area available lens dependent) AF working range EV -2 - 18 (at 23 °C, ISO 100, with EF-M 22mm f/2 STM) AF Modes

One-Shot AF and Servo AF

AF Point Selection

			T
		Face + Tracking: Face and subject tracking via automatic	
		recognition/ manual selection via touchscreen. Automatic	
		selection over AF points when no face recognised within	
		frame.	
		Eye AF available in One Shot AF	
		Smooth Zone AF: Manual zone selection, plus automatic	
6)	Ermaguna	selection over AF points within	
6)	Exposure Control	Metering modes	
	Control	Real-time metering from the image sensor (1) Evaluative metering (384 zones)	
		(2) Partial metering at center (approx. 6.4% of Live View	
		Screen)	
		(3) Center weighted average metering	
		(4) Spot metering (approx. 2.8% of Live View Screen)	
		Center weighted only in Movie recording	
		Metering Range	
		Still image: EV 0 - 20 (at 23 °C, ISO 100)	
		Movie: EV 0 - 20 (at 23 °C, ISO 100)	
		AE Lock	
		Auto: In One-shot AF mode with evaluative metering	
		exposure is locked when focus is achieved.	
		Manual: By AE lock Button in creative zone modes.	
		Exposure Compensation	
		+/-3 EV in 1/3 stop increments	
		AEB	
		3 shots, +/- 2 EV, 1/3-stop increments (can be used	
		together with Exposure Compensation)	
		ISO Sensitivity ISO AUTO (100 6400) 100 25600 in 1/3 stop	
		ISO AUTO (100 - 6400), 100 - 25600 in 1/3 stop increments. ISO can be expanded to 51200	
		4K Movie: ISO AUTO (100 - 6400), 100 - 6400 in 1/3-	
		stop increments. Full HD and HD Movie: ISO AUTO (100	
		- 12800), ISO 100 - 12800 in 1/3-stop increments. ISO can	
		be expanded to 25600	
7)	Shutter	Electronically controlled focal-place shutter	
		Speed	
		30 - 1/4000 sec (1/3 stop increments), Bulb (Total shutter	
		speed range. Available range varies by shooting mode)	
8)	White	Auto white balance with the imaging sensor	
	Balance	Settings	
		Auto (Ambience Priority), Auto (White Priority),	
		Daylight, Shade, Cloudy, Tungsten light, White	
		Fluorescent light, Flash, Custom, Colour Temperature	
		(100 Kelvin increments)	
		White balance compensation:	
		1. Blue/Amber +/-9 levels 2. Magenta/ Green +/-9 levels	
		Custom White Balance	
		Yes, 1 setting can be registered	
		WB Bracketing	
9)	Viewfinder	0.39-type OLED Electronic Viewfinder	
		Approx. 2,360,000 dots	
		Coverage (Vertical/Horizontal)	
		Approx 100%	
		Magnification	
		Eyepoint	

	Approx 22mm	
	Dioptre Correction Yes	
	Focusing Screen	
	Mirror	
	Viewfinder Information	
	Customisable and toggle via INFO. Button	
	(1) Liveview image with exposure info	
	(2) Liveview image with basic info	
	(3) Liveview image with full info	
	Customisable settings:	
	Grid overlay (x3 formats), Histogram (Brightness/ RGB),	
	Electronic Level, Multi aspect ratios	
	Depth of field preview Yes	
	Eyepiece shutter	
10) LCD Monitor	7.5 cm (3.0") Touchscreen LCD (TFT). 3:2 aspect ratio.	
	Approx. 1,040,000 dots. Electrostatic capacitive type.	
	Vari-Angle	
	Coverage	
	Approx 100%	
	Viewing Angle (horizontally/vertically)	
	7.5 cm (3.0") Touchscreen LCD (TFT). 3:2 aspect ratio.	
	Approx. 1,040,000 dots. Electrostatic capacitive type.	
	Vari-Angle	
	Coverage	
	Brightness Adjustment	
	Adjustable to one of seven levels	
	Display Options	
	Customisable and toggle via INFO. Button	
	(1) Liveview image with exposure info	
	(2) Liveview image with basic info	
	(3) Liveview image with full info	
	Customisable settings:	
	Grid overlay (x3 formats), Histogram (Brightness/ RGB),	
	Electronic Level, Multi aspect ratios, Hints and Tips	
11) Flash	Built-in Flash GN (ISO 100, meters)	
	Built-in Flash Coverage	
	Maximum coverage at approx. 15mm (35mm equivalent:	
	approx. 24mm)	
	Built-in Flash recycle time	
	Approx. 3 seconds	
	Modes	
	Auto (E-TTL II)	
	Red-Eye Reduction - Yes - with red eye reduction lamp	
	X-sync	
	1/200 sec	
	Flash Exposure Compensation	
	+/- 2 EV in 1/3 increments	
	Flash Exposure Bracketing	
	Flash Exposure Lock - Yes	
	Second Curtain Synchronisation - Yes	
	HotShoe / PC terminal - Yes	
	External Flash Compatibility	
	E-TTL II with EX series Speedlites, wireless multi-flash	
	support	
	External Flash Control	
	Via camera setting/ flash setting menu	

12) Chastina	Mada	1	
12) Shooting	Modes		
	Scene Intelligent Auto, Hybrid Auto, Creative Assist,		
	SCN(Self-Portrait, Portrait, Smooth Skin, Landscape,		
	Sports, Close-up, Food, Panning, Handheld Night Scene,		
	HDR Backlight Control, Silent Mode), Creative Filters		
	(Grainy B/W, Soft Focus, Fish-eye Effect, Water painting		
	effect, Toy camera effect, Miniature effect, HDR Art		
	standard, vivid, bold, embossed), Program AE, Shutter		
	priority AE, Aperture priority AE, Manual exposure,		
	Movie (Movie auto exposure, Movie manual exposure,		
	Time-lapse movie)		
	Picture Styles		
	Auto, Standard, Portrait, Landscape, Fine Detail, Neutral,		
	Faithful, Monochrome, User Defined (x3)		
	Colour Space		
	sRGB and Adobe RGB		
	Image Processing		
	Highlight Tone Priority (standard and enhanced)		
	Auto Lighting Optimizer (4 settings)		
	Long exposure noise reduction		
	High ISO speed noise reduction (4 settings + Multi Shot		
	NR)		
	Lens peripheral illumination correction		
	Chromatic aberration correction		
	Diffraction correction		
	Creative Assist:		
	Presets		
	Background Blur (5 settings)		
	Brightness (19 levels)		
	Contrast (9 levels)		
	Saturation (9 levels)		
	Color Tone 1 & 2 (19 levels)		
	Monochrome (Off/Black and		
	white/Sepia/Blue/Purple/Green)		
	Drive modes		
	Single, High-Speed Continuous, Low-Speed Continuous,		
	Self-timer (2s, 10s, Custom, Remote)		
	Continuous Shooting		
	One shot AF: Approx. 10 shots/sec for up to 33 frames in		
	JPEG and 10 frames in RAW 4		
	With Servo AF: Approx. 7.4 shots/sec for up to approx 47		
	frames in JPEG		
13) Live View	Type		
Mode	Coverage		
TATORE	Approx. 100% (horizontally and vertically)		
	Frame Rate		
	Focusing Focusing		
	Metering Display Options		
14) Ella T	Display Options		
14) File Type	Still Image Type		
	JPEG: Fine, Normal (Exif 2.31 compliant) / Design rule		
	for Camera File system (2.0)		
	RAW: RAW (CR3 14-bit),		
	Digital Print Order Format [DPOF] Version 1.1 compliant		
	RAW+JPEG simultaneous recording		
	Yes, RAW + various JPEG compression possible		

	Image Size
	RAW: (3:2) 6000 x 4000, (4:3) 5328 x 4000, (16:9) 6000
	x 3368, (1:1) 4000 x 4000
	JPEG 3:2: (L) 6000 x 4000, (M) 3984 x 2656, (S1) 2976 x
	1984, (S2) 2400 x 1600
	JPEG 4:3: (L) 5328 x 4000, (M) 3552 x 2664, (S1) 2656 x
	1992, (S2) 2112 x 1600
	JPEG 16:9: (L) 6000 x 3368, (M) 3984 x 2240, (S1) 2976
	x 1680 (S2) 2400 x 1344
	JPEG 1:1: (L) 4000 x 4000, (M) 2656 x 2656, (S1) 1984 x
	1984, (S2) 1600 x 1600
	In-camera RAW processing & Image Resize available in
	playback
	Movie Type
	MP4 [Video: MPEG-4 AVC/H.264, Audio: MPEG-4
	AAC-LC (stereo)]
	Movie Size
	4K - 3840 x 2160 (23.98, 25 fps)
	Full HD - 1920 x 1080 (59.94, 50, 29.97, 25, 23.976 fps)
	HD - 1280 x 720 (119.9, 100, 59.94, 50 fps)
	Movie Length
	Max duration 29min 59sec, Max file size 4GB
	Sound Files
	Folders
	New folders can be created and selected
	File Numbering
	(1) Continuous, Auto Reset
	(2) Manual Reset
15) Other	Custom Functions
Features	9 customisable buttons
	Metadata Tag
	User copyright information (Author's Name, Copyright
	Details)
	Image rating (0-5 stars)
	LCD Panel / Illumination
	-Water / Dust resistance
	-Sound Memo
	-Intelligent Orientation Sensor
	-Playback zoom
	15 steps plus smooth pinch-to-zoom
	Display Formats
	(1) Single image with information (toggle options)
	(2) Single image
	(3) Index display (4/9/36/100 images)
	(4) Jump Display (1/10/custom number image, by shot
	date, by rating, by folder, by movies only, protected only)
	Slide Show
	Playback time: 1/2/3/5/10/30 seconds
	Repeat: On/Off
	Repeat: On/Off
	Repeat: On/Off Transition Effects: Off, Slide in 1-2, Fade 1-3
	Repeat: On/Off Transition Effects: Off, Slide in 1-2, Fade 1-3 Histogram
	Repeat: On/Off Transition Effects: Off, Slide in 1-2, Fade 1-3 Histogram Brightness/ RGB Highlight Alert Yes Image Erase/Protection
	Repeat: On/Off Transition Effects: Off, Slide in 1-2, Fade 1-3 Histogram Brightness/ RGB Highlight Alert Yes

			ı	
		Protection: Selected images, Selected range, All images.		
		Unprotect all images		
		Data Verification		
		Menu Categories		
		(1) Shooting menu (x8)		
		(2) Playback menu (x4)		
		(3) Setup menu (x5)		
		(4) Display menu		
		(5) My Menu		
		Menu Languages		
		29 Languages		
		English, German, French, Dutch, Danish, Portuguese,		
		Finnish, Italian, Norwegian, Swedish, Spanish, Greek,		
		Russian, Polish, Czech, Hungarian, Romanian, Ukrainian,		
		Turkish, Arabic, Thai, Simplified Chinese, Traditional		
		Chinese, Korean, Malay, Vietnamese, Indonesian, Hindi,		
		Japanese		
		Firmware Update		
		Firmware update possible by the user		
16)	Interface	Hi-Speed USB (Micro USB)		
		Other		
		Wireless LAN (IEEE802.11b/g/n), (2.4 GHz only, 1-11		
		ch), with Dynamic NFC support		
		Bluetooth® (Specification version 4.1,		
		HDMI (Micro - Type-D connector), HDR output to		
		compatible TV supported		
17)	Storage	64 GB SD, SDHC, SDXC (UHS-I compatible)		
18)		PC & Macintosh		
/	Operating	Windows 10 / 8.1 / 8 / 7 SP1		
	System	Mac OS X 10.9 / 10.10 / 10.11 / 10.12		
	System	17. Total (18. 18. 18. 18. 18. 18. 18. 18. 18. 18.		
		For Wi-Fi connection to a PC:		
		Windows 10 / 8.1 / 8 / 7 SP1		
		Mac OS X 10.9 / 10.10		
		Wac OS X 10.9 / 10.10		
		E. J T C IL'I'		
		For Image Transfer Utility:		
		Windows 10 / 8.1 / 8 / 7 SP1		
		Mac OS X 10.9 / 10.10 / 10.11 / 10.12		
		PC & Macintosh		
		Windows 10 / 8.1 / 8 / 7 SP1		
		Mac OS X 10.9 / 10.10 / 10.11 / 10.12		
		For Wi-Fi connection to a PC:		
		Windows 10 / 8.1 / 8 / 7 SP1		
		Mac OS X 10.9 / 10.10		
		For Image Transfer Utility:		
		Windows 10 / 8.1 / 8 / 7 SP1		
		Mac OS X 10.9 / 10.10 / 10.11 / 10.12		
19)	Power Source	1 x Rechargeable Li-ion Battery LP-E12 Battery life		
		Approx. 235 shots (at 23°C, AE 50%, FE 50%) 11		
		Eco Mode: Approx. 370 shots		
		Movie Recording: Approx. 85 mins	I	
		Movie Recording: Approx. 85 mins Power saving		
		Power saving		

		Viewfinder off (1, 3 min, disable)	
		ECO mode Power Supply & Battery Chargers	
		Battery charger LC-E12E	
		Compact Power Adapter CA-PS700	
		DC Coupler DR-E12	
20)	Accessories	Viewfinder	
		Cases / Straps	
		Body Jacket EH32-CJ (light brown)	
		Neck Strap EM-E2 (black)	
		Lenses	
		EF-M lenses	
		All EF and EF-S lenses compatible via Mount adapter EF-	
		EOS M (1 Lens unit)	
		Flash	
		Canon Speedlites (included, 600EX II-RT	
		Off-Camera Shoe Cord OC-E3, Speedlite Bracket SB-E2	
		Interface cable IFC-600PCU	
		Mount Adapter EF-EOSM	
21)	Warranty	5-year hardware extended warranty. The product must not	
		be 3 months old from the date of manufacture.	
22)	Product	Vendor must be an Original Equipment Manufacturer	
	Support	(OEM) of the proposed product or an Authorized	
		Reseller/Support for the OEM.	

9) PROJECTORS (NORMAL AND SMART PROJECTORS)

	SCRIPTION/SPECIFICATION		BIDDERS SPECIFICATIO N (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Native resolution	1024 x 768		
3)	Maximum Resolution	1920 x 1200		
4)	Standard Mode Brightness	3500 lm		
5)	Native Aspect ratio	4:3		
6)	Compatible aspect ratio	16 :9		
7)	Contrast ratio	20,000 :1		
8)	Throw ratio	0.62(77"@38.19")		
9)	Digital Zoom	2x		
10)	Vertical Keystone Correction	40°/+40°		
11)	Maximum Vertical Sync	120 Hz		
12)	Maximum Horizontal Sync	100 kHz		
13)	Minimum Vertical Sync	24 Hz		
14)	Minimum Horizontal Sync	15 kHz		
15)	Color Supported	1.07 Billion Colors (30-bit)		
16)				
17)	PROJECTION LENS			
18)	Maximum Lens Aperture	F/2.7		
19)	Maximum Focal Length	7.15 mm		
20)	Minimum Diagonal Image Size	32 »		

21) Maximum Diagonal Image	25 ft	
21) Maximum Diagonal Image Size	23 It	
22) Minimum Projection Distance	15.75 »	
23) Maximum Projection Distance	13.73 » 12.47 ft	
24) Optical Zoom	3x	
25) LAMP	38	
26) LAMP TYPE	OCDAM	
27) Number of Lamps	OSRAM	
28) Lamp Power	220 W	
29) Normal Mode Lamp Life	5000 Hour	
	6000 Hour	
30) Economy Mode Lamp Life	10000 Hour	
31) ExtremeEco Mode Lamp Life 32) Interfaces/Ports	10000 Hour	
,	V	
,	Yes	
34) Composite Video	Yes	
35) Number of VGA Inputs	1 X/	
36) VGA In	Yes	
37) Number of VGA Outputs	1	
38) VGA Out	Yes	
39) Number Of Audio Inputs	1	
40) Number Of Audio Outputs	1	
41) Audio Line In	Yes	
42) Total Number of HDMI Ports	1	
43) Technical Information	l ny n	
44) Projection System	DLP	
45) Projection Method	Ceiling, Front, Rear ,Rear Ceiling	
46) Video Compatibility	EDTV, HDTV, NTSC, PAL, SDTV, SECAM	
47) Computer Compatibility	Mac PC, Windows PC	
48) Audio		
49) Number of Speakers	1	
50) Speaker Output Power	16 W	
51) Speaker Output Mode	Mono	
52) Power Description		
53) Power Supply	100 V AC~240 V AC	
54) Input Voltage	120 V AC	
	230 V AC	
55) Operating Power Consumption	270 W	
56) Physical Characteristics		
57) Temperature	32°F (0°C) to 104°F (40°C)	
58)		
59) Humidity	80% Maximum Relative Humidity	
60) Weight (Approximate)	6.83 lb	
61) Form Factor	Ceiling Mountable	
62) Height	4.5 »	
63) Width	12.3 »	
64) Depth	10 »	
65) Miscellaneous		
66) Package Contents	S1286H DLP Projector	
_	AC Power Cord	
	Battery for Remote Control	
	Quick Start Guide	
	Remote Control	
	Security Card	

	User's Guide (CD-ROM) VGA Cable	
67) Other Accessories	Ceiling Mount (MC.JLC11.003)	
68) Warranty	5-year hardware extended warranty. The product must not be 3 months old from the date of manufacture.	
69) Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM.	

LOT 2: General Printers

SN	Printing	Qty
1	Title Printers (MFP)	20
2	Desk-top printer	44
4	A3 size Scanners	30
5	2D & 3D Barcode reader	40
6	Hand Held printers	48
7	A0 Plotter	4

LOT 2: General Printers

A3 MULTI-FUNCTIONAL PRINTER

	CRIPTION/SPECI		BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	A3 MFP			
3)	Technology	Laser MFP		
4)	Control Panel	Type 10.1" Color TSI		
5)	Product Category	A3 Color MFP		
6)	Print speed	B/W and Color 50pages per minute		
7)	Functions	(Print / Scan / Copy / Fax) Print/Scan/Copy/Fax		
8)	Warm-up Time	17 Seconds		
9)	First Page Out Time (print/copy) Print	4.3 Seconds B& W, 5.4 Seconds		
10)	Сору	3.7 Seconds B& W, 4.8 Seconds		
11)	Color Resolution	1200 x 1200 dpi		
12)	Bit Depth	8 Bit		
13)	CPU Freescale	Dual Core, 1.6GHz		
	Memory Standard	4 GB RAM		
	Maximum	16 GB RAM		
16)	Hard Disk Drive (Standard / Optional) Standard	320 GB HDD		
,	Electrical Requirements 120v	60Hz, 12A; 220-240V: 50Hz, 7.2A		
18)	Dimensions	(W x D x H) 60.2 cm x 66.5 cm x 79 cm		
19)	Mainframe Weight	95 kgs		

	Maximum Monthly Duty Cycle	200,000 Pages Per Month	
21)	Maximum average monthly print volume	N/A	
22)	Power Consumption Typical Electricity Consumption (TEC):	Print Mode: 780 W; Copy Mode: 780 W; Ready Mode: 45 W; Lower Mode: 40W Sleep Mode: 0.5 W	
23)	Input Capacity (std/max) Standard	150 sheets Multipose, universal 2x 500 sheets, max 7,150 sheets	
24)	Output Capacity (std / max) Standard	500 Sheets Maximum: 5,000 Sheets	
25)	Paper Sources (std / max) Standard	: 2 Trays + 1 MPT Maximum: 5 Trays + 1 MPT	
26)	Maximum Paper Size	: 14 lb Bond – 166 lb Index	
27)	Input Materials	Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High, Quality, Letterhead, Envelope, Custom	
28)	Standard Interface	10/100/1000BaseTX, Hi-Speed USB 2.0, 4	
29)	USB Host Interfaces	2 Expansion Slots	
	Toner yield	Microfine toner black for 40,000 pages A4, Microfine toner cyan,magenta,yellow for 24,000 pages A4	
31)	Drum lifetime	600,000 Pages	
32)	Toner yeid	4	
33)	Warranty	4-year hardware extended warranty. The product must not be 3 months old from the date of manufacture.	
34)	Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM, addressed to the ministry.	

OFFICE DESK PRINTER

DESCRIPTION/SPECIFICATION		BIDDERS SPECIFICATIO N (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)	
1)		Model		
2)	Technology:	Laser Technology		
3)	Control panel:	5 Line LCD/LED Display with black light		
4)	Engine speed:	Up to 45 pages A4 per minute		

5)	Print resolution:	1,200x 1,200 dpi	
6)	Duty cycle:	Max.150,000 pages per month	
7)	Warm-up time:	Approx. 16 seconds or less	
8)	Time to first	Approx. 5.3 seconds or less	
	print:	Tippion. 3.5 seconds of less	
9)	CPU:	1.2 GHZ	
10)	Memory:	Standard 512 MB RAM, max 2,560 MB RAM	
11)	Standard	USB 3.0 (Hi-Speed), USB Host Interface,	
,	interface:	Gigabit Ethernet	
		(10BaseT/100BaseTX/1000BaseT), Slot for	
		optional SD/SDHC-Card	
		USB 2.0 (Hi-Speed), USB Host Interface,	
		Gigabit Ethernet	
		(10BaseT/100BaseTX/1000BaseT), Wireless	
		LAN, Slot for optional SD/SDHC-Card	
12)	Power source:	AC 220 ~ 240 V, 50/60 Hz	
13)	Power	Printing: 620W, Ready mode: 8W, Sleep	
	consumption:	mode: 0.8W	
14)	Noise (Sound	Printing: 48.8 dB(A) LpA	
	pressure level:	D 1/0, 11 1 1	
	ISO 7779/ISO	Ready/Standby mode: Immeasurably low	
	9296):	Class made. Immessurably law	
15)	Safety standards	Sleep mode: Immeasurably low GS, TÜV, CE	
13)	Safety Standards	GS, TUV, CE	
		This unit is manufactured according to ISO	
		9001 quality standard and ISO 14001	
		environmental standard	
16)	Controller	PRESCRIBE IIc	
- /	language:		
17)	Emulations:	PCL 6 (PCL 5e/PCL-XL), PostScript 3 (KPDL	
		3), PDF Direct Print, XPS/OpenXPS	
18)	Operating	All current Windows operating systems, MAC	
	systems:	OS X Version 10.5 or higher, Unix, Linux as	
		well as other operating systems on request	
19)	Fonts/barcodes:	93 scalable fonts for PCL6/KPDL3, 8 fonts for	
		Windows Vista, 1 bitmap font, 45 barcodes	
		(e.g. EAN8, EAN13) with automatic	
		generation of check-sums as well as support of	
		two-dimensional barcodes PDF-417 under	
		PRESCRIBE (PCL and other barcodes	
20)	Toner Yield:	available as an option) toner yield 12,500 pages A4	
20)	Toner Tieru:	tolici yiciu 12,300 pages A4	
		Starter toner: toner yield 6,000 pages A4	
21)	Drum Lifetime	300,000 Pages	
22)	Paper feeder	Input capacity 100 sheets multipose tray, 500	
22,	(max. 2 units):	sheets universal cassette	
23)	UG-33:	ThinPrint support	
24)	USB IC Card	Support for various authentication keys	
,	Reader + Card	available	
	Authentication		
	Kit (B):		
	· · · · · · · · · · · · · · · · · · ·	·	

25)	Warranty	4-year hardware extended warranty. The	
		product must not be 3 months old from the date	
		of manufacture.	
26)	Product Support	Vendor must be an Original Equipment	
		Manufacturer (OEM) of the proposed product	
		or an Authorized Reseller/Support for the	
		OEM, addressed to the ministry.	

A3 SCANNER

	SCRIPTION/SI	PECIFICATION	BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Scanner Type	Sheetfed Scanner and ADF		
3)	Optical Resolution (ADF)	600 DPI x 600 DPI (Horizontal x Vertical)		
4)	Output Resolution	50 to 600 dpi (adjustable by 1 dpi increments) 1,200 dpi.		
5)	Color/ Grayscale/ Monochrome	1,200 dp1.		
6)	ADF Minimum Document Size	50.8 mm x 69 mm (Horizontal x Vertical)		
7)	ADF Maximum Document Size	304.8 mm x 457.2 mm (Horizontal x Vertical)		
8)	Paper Formats	A3 (29.7x42.0 cm), A4 (21.0x29.7 cm), A5 (14.8x21.0 cm), A8 (5.2 x 7.4 cm), A7 (7.4x10.5 cm), A6 (10.5x14.8 cm), Business cards, Postcard, Legal, B5 (17.6x25.7 cm), B6 (12.5x17.6 cm), B4 (25.7x36.4 cm), Tabloid, Plastic cards		
9)	Scanning color depth	Input: 10 Bits Color / 30 Bits Monochrome , Output: 8 Bits Color / 24 Bits Monochrome		
10)	Ultrasonic Sensor	Yes		
11)	Category	High Capacity, General Office		
12)	Optical Sensor	CIS (Contact Image Sensor)		
	Light Source	White LED Array x 6 (front x 2, back x 2, flatbed x 2		
14)	Output Resolution	600 DPI		
16)	Scanning (Speed(Land scape)	Simplex: 100 pmm (200/300 dpi) Flatbed 0.6 seconds (200/300 dpi)		

17)	Caaning	ADE Simpley 90 pmm		
17)	Scaning speed (A4	ADF, Simplex 80 pmm Flatbed, 0.9 seconds		
	Portrait)	Tratificat, 0.9 seconds		
18)	Paper Setting	120 Sheets, Paper / Media Handling		
	Capacity	, 1		
19)	Paper weight	Auto loading: 20 - 413 g/m², Manual		
		loading:27 - 413 g/m²		
20)	Automatic	300 sheets A4 80g/m2)		
	Document			
	Feeder			
21)	capacity	44,000 pages		
21)	Reliability Daily Duty	44,000 pages		
	Cycle			
22)	multifunction	Automatic Document Feed		
		120 Sheets Standard		
		Duplex Scan		
		120 pages		
23)	Scanning	Advanced Colour Dropout / Enhance, Skip		
	Features	blank page, Punch holes removal, Automatic		
		de-skew, RGB colour enhance, Auto-rotation,		
		Text enhancement, Descreening, Barcode Recognition		
24)	Output	Color: 24-bit, grayscale: Monochrome: 1-bit		
24)	formats	Color. 24-on, grayscale. Monochrome. 1-on		
	Torrings			
25)	Image	TIFF Compression (JPEG(7), CITT G4,		
23)	Improvement	LZW), PDF Compression, JPEG compression		
26)	Advanced	Scan to Email, Scan to FTP, Scan to Microsoft		
	document	SharePoint®, Scan to Print, Scan to Web		
	integration	folders, Scan to Network folders, Scan to USB,		
	C	Computer (Epson Document Capture Pro),		
		Microsoft SharePoint with Epson Document		
		Capture Pro		
		Dust removal, Color correction, Unsharp Mask		
27	T	with Noise Reduction		
27)	Interfaces	USB, USB 3.1, ethernet		
28)	Supply Voltage	AC 100 V - 240 V		
29)	Energy Use	17 Watt (Operation), 9 Watt (Ready),		
,	2110167 000	1.4 Watt (Speration), 5 Watt (Ready), 1.4 Watt (sleep mode), 0.1 Watt (Power off)		
30)	Drivers	(2011)		
31)	Included	TWAIN, WIA, ISIS (Web download), Scan2		
	Software	(TWAIN), ICA (Mac)		
		Document Capture (Mac only), Document		
		Capture Pro (Windows only), Document		
		Capture Pro Server (on free download),		
32)	Compatible	Mac OS 10.6+, Windows 10, Windows 7,		
	Operating	Windows 8, Windows 8.1, Windows Server		
	Systems	2003, Windows Server 2008 (32/64bit), Windows Server 2012 R2, Windows Server		
		2016, Windows Vista, Windows XP SP3		
		2010, WINDOWS VISIA, WINDOWS AF SF3	l	

33)	Sound Power	Operation: 6.4 B (A)	
34)	Supported	Operation 15% - 80%, Storage 15% - 85%	
	Humidity		
35)	Supported	Operation 5° C - 35° C, Storage 60° C - 25° C	
	Temperature		
36)	What's in the	AC adapter, Main unit, USB 3.0 cable, User	
	box	guide, User manual (CD)	
37)	Warranty	4-year hardware extended warranty. The	
		product must not be 3 months old from the date	
		of manufacture.	
38)	Product	Vendor must be an Original Equipment	
	Support	Manufacturer (OEM) of the proposed product	
		or an Authorized Reseller/Support for the	
		OEM.	

BARCODE SCANNER

DES	SCRIPTION/SPI	ECIFICATION	BIDDERS SPECIFICATION (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Dimensions	Corded: 6.3 in. H x 2.6 in. W x 3.9 in. D 16.5 cm H x 6.6 cm W x 9.9 cm D Cordless: 6.9 in. H x 2.6 in. W x 3.5 in. D 17.5 cm H x 6.6 cm W x 9.0 cm D		
3)	Weight	Corded: 5.7 oz./161.6 g Cordless: 7.5 oz./214 g		
4)	Input Voltage Range	Host powered: 4.5 VDC min., 5.5 VDC max. External power supply: 4.5 to 5.5 VDC min., 12.6 VDC max.		
5)	Operating Current	DS2208 opareting current at Nominal voltage (5.0V) -ER (corded): DS2208 Standby current idle at Nominal voltage 5.0V.		
6)	Standby Current	DS2208-ER (corded): 100 mA (RMS typical)		
7)	Color	Nova white, Twilight black		
8)	Supported Host Interfaces	USB, RS232, Keyboard Wedge Industrial Ethernet: EtherNet/IP, Profinet, Modbus TCP & Std TCP/IP		
9)	Battery	PowerPrecision+ 2,400 mAh Li-Ion rechargeable battery		
10)	User Indicators	Direct decode indicator; LEDs; beeper; vibration		

11)	Scans per Full Charge	110,000 scans at 60 scans per minute or 50,000 scans at 10 scans per minute.	
12)	Image Capture	Basic	
13)	Aimer	655 nm laser	
14)	Illumination	One 645 nm LED	
15)	Imager Field of View	Near: 32.8° (H) x 24.8° (V); Far: 12° (H) x 7.6° (V)	
16)	Image Sensor	640 x 480 pixels	
17)	Minimum Print Contrast	25% minimum reflective difference	
18)	Skew/Pitch/ Roll	Skew: $\pm 65^{\circ}$ Pitch: $\pm 65^{\circ}$ Roll: $\pm 360^{\circ}$	
19)	1D	Code 39, Code 128, Code 93, Codabar/NW7, Code 11, MSI Plessey, UPC/EAN, I 2 of 5, Korean 3 of 5, GS1 DataBar, Base 32 (Italian Pharma)	
20)	2D	PDF417, Micro PDF417, Composite Codes, TLC-39, Aztec, DataMatrix, MaxiCode, QR Code, Micro QR, Chinese Sensible (Han Xin), Postal Codes	
21)	Digimarc	Digital watermark technology	
22)	IUID Support	Supports IUID parsing, the ability to read and separate IUID fields per application requirements	
23)	Operating Temp.	Corded: -22° F to 122° F/-30° C to 50° C Cordless: -4° F to 122° F/-20° C to 50° C	
24)	Storage Temp.	-40° F to 158° F/-40° C to 70° C	
25)	Humidity	5% to 95% non-condensing	
26)	Drop Specification	Designed to withstand multiple drops at 5.0 ft/1.5m to concrete	
27)	Tumble Specification	Designed to withstand 250 tumbles in 1.5ft/5 m tumbles	
28)	Sealing	Scanner: IP42 and IP68 per applicable IEC sealing specifications	
29)	ESD	Per EN61000-4-2, ±15 KV air discharge, ±10 KV direct discharge, ±10 KV indirect discharge	
30)	Ambient Light Immunity	0 to 10,000 Foot Candles/0 to 107639 Lux (direct sunlight)	
31)	123Scan	Programs scanner parameters, upgrades firmware,	

		provides scanned barcode data and prints reports.	
32)	Scanner SDK	For more information, visit Generates a fully-featured scanner application, including documentation, drivers, test utilities and sample source code. For more information, visit	
33)	Scanner Management Service (SMS)	Remotely manages your scanner and queries its asset information. For more information, visit	
34)	Network Connect	Seamlessly connects 3600 Series scanners directly to your Industrial Ethernet network without any third-party conversion equipment. For more information, visit	
35)	Bluetooth Radio	Bluetooth Class 2, Version 4.0 (LE), serial port (SPP) and HID profiles	
36)	Data Rate	3 Mbit/s (2.1 Mbit/s) for Classic Bluetooth 1 Mbit/s (0.27 Mbit/s) for Low Energy	
37)	Radio Range	Direct line of sight in open air: Class 1: Minimum 300 ft. (100.0 m); Class 2: Minimum 30 ft. (10.0 m)	
38)	Symbology/ Resolution	Near/Far	
39)	Code 39	2.0/ 5/ 6.0/15.2cm	
40)	Code 128: 40 mil	6in/1.5cm/ 4.0in/10.1cm	
41)	PDF 417	8in/2.0cm /5.7in/14.5cm	
42)	Data Matrix: 10 mil	3in/.8cm /6.2in/15.7cm	
43)			
44)	Environment al	RoHS EN 50581: 2012	
45)	Electrical Safety	EU Safety: EN 60950-1: 2006 + A11: 2009 + A1: 2010 + A12: 2011 + AC 2011 + A2: 2013; International Safety: IEC 60950-1: 2005 + A1: 2009 + A2: 2013 US/Canada Safety: UL 60950-1, second edition, CAN/CSA-C22.2 No. 60950-1-07	
46)	Laser/LED Safety	Complies with 21 CFR1040.10 and 1040.11 except for deviations pursuant to Laser Notice NO. 50, dated June 24, 2007 and IEC/EN 60825-1:2007 and/or IEC/EN 60825-1:2014	
47)	EMI/RFI	IT Emissions: EN 55022: 2010/AC: 2011 (Class B); IT Immunity: EN 55024: 2010; Heavy Industrial: EN 61000-6-2: 2005/AC:2005;	

	Harmonic Current Emissions: EN 61000-3-2: 2006 + A1: 2009 + A2: 2009 (Class B); Voltage Fluctuation and Flicker: EN 61000-3-3: 2013; Medical Electrical Equipment: EN 60601-1-2: 2007/AC: 2010, IEC 60601-1-2: 2007 (Modified); Radio Frequency Devices: 47 CFR Part 15, Subpart B, Class B Digital Apparatus: ICES-003 Issue 5, Class B	
48) Warranty	4-year hardware extended warranty. The product must not be 3 months old from the date of manufacture.	
49) Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM.	

HAND HELD PRINTER

	CRIPTION/SPEC		BIDDERS SPECIFICATIO N (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2)	Imprint:	Number, date, time, text, 1D Code sequential & 2D Code, graphic		
3)	Prints from:	PCset graphic, MOBILEset graphic, Word, Excel, Labelsoftware, ERP system such as SAP, Oracle, Microsoft Dynamics, Lexware		
4)	Print technology	Thermal Inkjet (TIJ)		
5)	Format size	Adjustable font size- from 1/16th'"'-1/2""		
6)	Dimensions (LxWxH):	195x100x200 mm		
7)	Weight:	approx. 900 g		
8)	Data transfer:	USB, Bluetooth, WiFi/WLAN capable		
9)	Storable print images:	255 storable print images		
10)	Print surface:	Prints on absorbent and non-absorbent surfaces		
11)	Print output	Prints single and multi-line imprints- depending on character size		
12)	Max. print area dimension (W x H):	85 X 25 mm		
13)	Max. print speed:	< 1s/print		
14)	Print resolution:	300 dpi		
15)	Battery capacity:	up to 1.000 imprints AA Gold Peak Rechargeable Batteries (Set of 2) (EM940BAT)		

16)	Power input	Power Adapter (EM798094-000)	
17)	Order No.	1030 000-000/ jetStamp 1025 incl case+ ink P5-	
		s3-BK	
18)	Order No.	1030 000/ jetStamp 1025 incl	
19)	Order No.	1030 000/jetStamp 1025 incl case+ink p5-mp6-	
		YE	
20)	Warranty	4-year hardware extended warranty. The product	
		must not be 3 months old from the date of	
		manufacture.	
21)	Product	Vendor must be an Original Equipment	
	Support	Manufacturer (OEM) of the proposed product or	
		an Authorized Reseller/Support for the OEM.	

A0 PLOTTER/LARGE FORMAT PRINTER

SPE	CIFICATIONS F	OR PLOTTER EQUIPMENT	BIDDERS SPECIFICATIO N (To be filled by Bidders)	COMPLY/ DO NOT COMPLY ((To be filled by Bidders)
GE	NERAL	Model		
1)	Description	Securely, efficiently, and accurately produce quality Mapping, CAD and GIS applications up to 44 inches		
2)	PRINTING			
3)	Print Speed	0:34 (Fast Economy Mode)/A0		
4)	Print Resolution	2,400 x 1,200 dpi		
5)	Technology	Thermal Inkjet		
6)	Margins Recommended area	Roll paper: Top: 20 mm, Bottom: 3 mm, Side: 3 mm Cut sheet: Top: 20 mm, Bottom: 20 mm, Side: 3 mm		
7)	Ink Types	Pigment inks : 5 colour MBK/BK/C/M/Y		
8)	Line Accuracy	Not less than: ±0.1%		
9)	Print head Nozzles	Total: 15,360 nozzles MBK: 5,120 nozzles BK, C, M, Y: 2,560 nozzles each		
10)	Ink Drop	5 pl per colour		
11)	Print Heads	6 colours integrated type (6 chips per print head x 1 print head)		
12)	Ink Capacity	Bundled Starter Ink: 330ml (MBK)/160ml (BK, C, M, Y) Sales Ink: 160ml/330ml/700ml		
13)	APPLICATIO NS			
14)	Applications	Maps; Orthophotos; Presentations; Renderings and Line Drawings		
15)	Memory	128 GB (virtual)		
16)	Hard Disk	500 GB with self-encrypting capabilities		

17)	MEDIA		
18)	Roll Size	11 to 44 in	
	Maximum Media Roll Diameter	170 mm	
20)	Maximum Printable Length	Roll paper: 18 m (Varies according to the OS and application) Cut sheet: 1.6 m	
21)	Thickness	Roll/Cut : 0.07mm - 0.8mm	
22)	Media Feed and Output	Roll Paper: One Roll, Front-loading, Front Output Added Roll Paper: One Roll, Front-loading, Front Output Cut Sheet: Front-loading, Front Output (Manual feed using media locking lever)	
23)	Margins Printable area	Roll paper: Top: 3 mm, Bottom: 3 mm, Side: 3 mm Roll paper (borderless): Top: 0 mm, Bottom: 0 mm, Side: 0 mm Cut sheet: Top: 3 mm, Bottom: 12.7 mm, Side: 3 mm	
24)	COMPATIBIL ITY		
25)	OS Compatability	Microsoft Windows 32 Bit: 7, 8.1, 10 64 Bit: Windows 7, Windows 8.1, Windows 10, Windows Server 2008R2, 2012, 2012R2, 2016, 2019 Apple Macintosh: macOS 10.12.6~macOS 10.15	
26)	CONNECTIVI TY		
27)	Interfaces	USB A Port: USB Memory Direct Print for JPEG/PDF files USB B Port: Built-in Hi-Speed USB Ethernet: 10/100/1000 base-T	
28)	Printing Paths	Dual direction roll take up unit allowing print surface to be wound inside or outside of the roll	
29)	Drivers	PostScript Printer: Raster, PostScript and PDF drivers for Windows and macOS. Non-PostScript Printer: Raster drivers for Windows and macOS	
30)	Printer Languages	HP-GL/2, HP RTL, PDF (Ver.1.7), JPEG (Ver. JFIF 1.02)	
31)	DIMENSIONS		
32)	Physical Dimensions WxDxH	1593 x 984 x 1168 mm (Basket Open) 1593 x 766 x 1168 mm (Basket Closed)	
33)	Packaged Dimensions WxDxH (mm)	Printer (Main unit with pallet): 1820 x 915 x 1061 mm	
34)	WEIGHT		
35)	Physical Weight	114 kg (including Roll Holder Set and Roll unit, excluding ink and print heads)	
36)	Packaged Weight	161 kg – Printer only	
37)	PACKAGING		
38)	What is included in the packaging	Printer, 1 x Print Head, 1 x Roll holder (spool), 3" Paper Core Attachment, 1 Set of Starter Ink Tanks, Set Up Guide, Safety/Standard, Environment Leaflet User software CD-ROM (Windows),	

		D. A. L. VI. CD. DOMETINE III CI	1
		PosterArtist Lite CD-ROM EU Biocide Sheet,	
		Eurasian Economic Union Sheet, Important	
		Information Sheet	
39)	SOFTWARE		
	AND		
	SOLUTIONS		
40)	Software and	Printer Driver and PosterArtist Lite Other software	
	Solutions	available as Download from Web.	
44)			
41)	ENVIRONME		
4.5	NTAL		
42)	Operating	Temperature: 15~30oC	
	Environment		
43)	Operating	10 to 80% RH	
	humidity		
44)	POWER		
45)	Consumption	Operation: 116 W or less Sleep mode: 2.0 W or	
107		less Default setting for the time to enter the Sleep	
		mode: Approx. 5 Minutes Power off: 0.3 W or less	
		indec. Approx. 5 Mindes Fower off. 0.5 W of less	
46)	Requirements	AC 100-240V (50-60Hz)	
47)	ACOUSTICS		
48)	Accoustic Noise	Operation: 51 dB (A) (Plain paper, Standard mode,	
,	(Power/Pressure	Line Drawing/Text mode) Standby: 35 dB (A) or	
)	less Operation: 6.9 Bels or less (Plain paper,	
	,	Standard mode, Line Drawing/Text mode)	
		(Measured on ISO 7779 standard))	
49)	GENERAL	(Measured on 150 1117 Standard))	
50)	Regulations	Europe: CE mark, Russia: EAC Other Countries :	
30)	Regulations	CB certification	
		CB certification	
51)	All units should as	ome with the product of choice; Accessories;	
31)		Supplies and Original Large Format Printing	
		supplies and Original Large Format Finning	
	Materials		
52)	Warranty	4-year hardware extended warranty. The product	
] 54)	vv arranty	must not be 3 months old from the date of	
50)	D 1 C	manufacture.	
53)	Product Support	Vendor must be an Original Equipment	
		Manufacturer (OEM) of the proposed product or	
		an Authorized Reseller/Support for the OEM	
		addressed to the ministry.	

LOT 3: Specialized Production Printer

No	Printer ICT equipment	Qty
1	Specialized Production Printer	3

PRODUCTION PRINTER SPECIFICATIONS

DESCRIPTION/S			Bidders)	COMPLY/DO NOT COMPLY ((To be filled by Bidders)
1)		Model		
2) Print T	ype	Line-type inkjet system		
3) Ink Type		Oil-based pigment ink (Cyan, Magenta, Yellow, Black, Gray) 100,000 copies		
4) Print Resolution		Black: 600 dpi (main scanning direction) × 600 dpi (sub-scanning direction), Cyan, Magenta, Yellow, Gray: 300 dpi (main scanning direction) × 300/600 dpi (sub-scanning direction)		
5) Number of Gray Levels		Black: 4 gray levels Cyan, Magenta, Yellow, Gray: 12 gray levels		
6) Warm-uj	p Time	2 min. 30 sec. or less (at room temperature of 23 °C (73.4 °F))		
7) First Prin	nt Time	8 sec. or less (A4 long-edge feed)		
8) Continuous Print	A4 long- edge feed	Simplex: 165 ppm Duplex: 82 sheets/minute (164 ppm)		
Speed	A4 short- edge feed	Simplex: 120 ppm Duplex: 60 sheets/minute (120 ppm)		
	Letter short- edge feed	Simplex: 120 ppm Duplex: 60 sheets/minute (120 ppm)		
A3 short edge feed		Simplex: 88 ppm Duplex: 42 sheets/minute (84 ppm)		

9) Paper Size	High Capacity Feeder	Maximum: 340 mm × 460 mm (13 3/8" × 18 1/8") Minimum: 90 mm × 148 mm (3 9/16" × 5 27/32") Maximum: 5500 sheets A3 and A4	
	Feed Tray	Maximum: 297 mm × 432 mm (11 11/16" × 17") Minimum: 182 mm × 182 mm (7 3/16" × 7 3/16")	
	High Capacity Stacker	Maximum: 340 mm × 460 mm (13 3/8" × 18 1/8") Minimum: 90 mm × 148 mm (3 9/16" × 5 27/32") Offset: 90 mm × 182 mm - 340 mm × 432 mm (3 9/16" × 7 3/16"- 13 3/8" × 17") (Envelopes are not acceptable.)	
10) Printable Area		314 mm × 458 mm (12 11/32" × 18 1/32")	
11) Guaranteed Print Area		Standard: Margin width of 3 mm (1/8") Maximum: Margin width of 1 mm (3/64")	
12) Paper Weight	High Capacity Feeder	46 gsm to 210 gsm (12-lb bond to 56-lb bond)	
	Feed Tray	52 gsm to 104 gsm (14-lb bond to 28-lb bond)	
	High Capacity Stacker	46 gsm to 210 gsm (12-lb bond to 56-lb bond)	
13) Paper Tray Capacity High Capacity Feeder		Height up to 440 mm (17 5/16")	
	Feed Tray	Height up to 56 mm (2 3/16") (×3 trays)	
14) Output Tray Capacity	Face Down Tray	Height up to 60 mm (2 11/32")	

	High Capacity Stacker	Collating: Height up to 440 mm (17 5/16")*4 Offset: Height up to 405 mm (15 15/16")*5	
15) Network I	interface	Ethernet 1000BASE-T, 100BASE-TX, 10BASE-T	
16) Memory (Capacity	4 GB	
17) SSD (Solid	Capacity	512 GB	
State Drive)	Available Space	Approx. 370 GB	
18) Operating	g System	Linux	
19) Power S	Source	AC 100 V - 240 V, 12.0 A - 6.0 A, 50 Hz - 60 Hz	
20) Power Con	sumption	Max. 1,440 W	
		Ready *7: 185 W or less, Sleep *8: 62 W or less, Stand-by: 1.4 W or less, In printing: 730W or less	
21) Operating Noise		Max. 68 dB (A) A4 long-edge feed (Simplex) at the maximum print speed	
22) Operating Environment		Temperature: 15 °C to 30 °C (59 °F to 86 °F) Humidity: 40% to 70% RH (noncondensing)	
23) Dimensions (W × D × H) as a system (High Capacity Feeder + Stacker configuration)		In use: 2,545 mm × 725 mm × 1,160 mm (100 3/16" × 28 17/32" × 45 21/32")	
24) Required Space (W × D × H) as a system		2,555 mm × 1,315 mm × 1,160 mm (100 19/32" × 51 3/4" × 45 21/32")	
25) Weight as a system		Approx. 378 kg (834 lb)	
26) PDL (Page Description Language)		PostScript® 3 (CPSI:3020), PDF (1.3, 1.4, 1.5, 1.6, 1.7, 2.0), PDF/VT,	

27) Support Protocol	EPS, FreeForm, FreeForm2, Enhanced PCL6/PCL5, TIFF6.0, PPML3.0, Creo VPS, Fiery JDF1.8 TCP/IP, AppleTalk, Bonjour, LPR, IPP, Port 9100, FTP, SMB, Email (IMAP/POP3), PAP, WSD, USB, HTTP, HTTPs (TLS), SNMP, LDAPv3, IPv4, IPv6, IPSec	
28) Installed Font	PS: 140 fonts PCL: 81 fonts	
29) Supported Client Operating System	Printer Driver: Windows 8.1 (32-bit/64-bit), Windows 10 (32-bit/64-bit), Windows Server® 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019, macOS v10.14 (Mojave), v10.15 (Catalina), v11 (Big Sur) Command WorkStation®: Windows 10 (64-bit), Windows Server 2016 (64-bit), Windows Server 2019 (64-bit), macOS v10.14 (Mojave), v10.15 (Catalina), v11 (Big Sur)	
30) Warranty	5-year hardware extended warranty. The product must not be 3 months old from the date of manufacture.	_
31) Product Support	Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product or an Authorized Reseller/Support for the OEM.	_

LOT4 MINISTRY ZONAL OFFICE (JINJA, MASAKA AND MBARARA) LOCAL AREA NETWORK IMPROVEMENT

BOM FOR A TYPICAL MZO LAN BILL OF MATERIALS FOR A TYPICAL MZO LAN IMPROVEMENT * 3

	BLE OF MATERIALS FOR A TITICAL MIZO LAW MINI ROVEMENT 3	
S/N	ITEM DESCRIPTION	QTY
	86*86 MM, DUAL FACEPLATE ACCEPTS TWO KEY STONE JACKS, SQUARE,	
1	WHITE	50
2	CAT6 UTP KEYSTONE JACK – BLUE/WHITE COLOUR	80
3	CAT6 UTP 24A WG PATCH CORD,3M, ROUND	80
4	MARSHALL TUFFLEX 100×50MM SINGLE GANG ACCESSORY BOXES	50
5	SOLID CABLE CAT6, 4PAIRS, UTP-305M GREY (ROLL OF 305M)	6
6	24 PORT CAT6E UTP PATCH PANEL – KEYSTONE TYPE –IU- BLACK	2
7	BRUSH PANEL	3
8	PATCH CORDS 1 METER RJ45 CAT6	100
	MARSHALL TUFFLEX 100×50MM TRUNKINGS COMPLETE WITH DIVIDING	
9	FILLETS	40
10	MARSHALL TUFFLEX 100×50MM INTERNAL BENDS	15
11	MARSHALL TUFFLEX 100×50MM COUPLERS	15
12	MARSHALL TUFFLEX 100×50MM EXTERNAL BENDS	15
13	MARSHALL TUFFLEX 100×50MM ENDCAPS	12
14	CABLE TRAY	16
15	13A STANDARD DOUBLE POWER SOCKETS	50
16	ELECTRICAL CABLING (SINGLE CORE CABLE)	100
17	WALL PLUGS	20
18	SCREWS (SELF-TAPPING) (BOX)	20
19	CABLE TIES (PACK)	10

4. Drawings

This bidding document includes *no* drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

Lot	Test to be carried out	Who to	Place for tests
No.		conduct test	
Lot 1	Upon delivery, Pre-acceptance inspection and verification tests shall be performed at the Client's premises by the Client's technical personnel to ensure conformity to specifications and proper functionality of the Equipment. Equipment that does not meet required standards will be rejected.	Client's Technical staff	MLHUD, SMD, ISLM, NLIC, DGLM and Ministry Zonal Offices (MZOs) (including Kampala MZO, Arua, Jinja, Mukono, Gulu, Kibaale, Soroti, Tororo, Mbarara, Rukungiri, Kabale, Fortfortal, Mityana, Moroto, Wakiso, Luwero, Masaka, Mbale, Lira, Kibaale and Mpigi)
Lot 2	Upon delivery, Pre-acceptance inspection and verification tests shall be performed at the Client's premises by the Client's technical personnel to ensure conformity to specifications and proper functionality of the Equipment. Equipment that does not meet required standards will be rejected.	Client's Technical staff	MLHUD, SMD, ISLM, NLIC, DGLM and Ministry Zonal Offices (MZOs) (including Kampala MZO, Arua, Jinja, Mukono, Gulu, Kibaale, Soroti, Tororo, Mbarara, Rukungiri, Kabale, Fortfortal, Mityana, Moroto, Wakiso, Luwero, Masaka, Mbale, Lira, Kibaale and Mpigi)
Lot 3	Upon delivery, Pre-acceptance inspection and verification tests shall be performed at the Client's premises by the Client's technical personnel to ensure conformity to specifications and proper functionality of the Equipment. Equipment that does not meet required standards will be rejected.	Client's Technical staff	Wakiso, Mukono and Mpigi MZOs
Lot 4	Installation, configuration and tests shall be performed at the Client's premises by the Client's technical personnel to ensure proper functionality of the LAN	Client's Technical staff	Jinja, Masaka and Mbarara MZOs

Part 3 - Contract

PART 3 - Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

- 1.1The following words and expressions shall have the meanings hereby assigned to them:
 - (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (e) "Day" means calendar day.
 - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "GCC" means the General Conditions of Contract.
 - (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (1) "SCC" means the Special Conditions of Contract.
 - (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

- part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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 the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 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 fulfillment 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.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect

of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

- 10.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
 - (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 The Supplier shall comply with additional obligations as **specified** in the SCC.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

Purchaser for any purpose other than the performance of the Contract.

- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
 - (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the **SCC**, the 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 **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and

- (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
 - (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
 - (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the **PCC** of the reduction in the Contract Price; or

- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser 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 the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. 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 the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) 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 the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) 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.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the

Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated ² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Subcontractor's Name: [insert full name]

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

D. C.	Date: [insert day, month, year Contract reference [insert contract reference
SEA and/or SH	e [insert page number] of [insert total number] page Declaration
We:	beckii attor
☐ (a) have not been subject to disqualification by the B	ank for non-compliance with SEA/SH obligations
☐ (b) are subject to disqualification by the Bank for nor	
\Box (c) had been subject to disqualification by the Bank for were removed from the disqualification list. An arbitral a in our favor.	
[If (c) above is applicable, attach evidence of an arbitiunderlying the disqualification.]	ral award reversing the findings on the issues
Period of disqualification: From: To	D:
Name of the Subcontractor	
Name of the person duly authorized to sign on beha	ulf of the Subcontractor
Title of the person signing on behalf of the Subcont	ractor
Signature of the person named above	
Date signed	_ day of,
Countersignature of authorized representative of the Signature:	± ±
Data signad	day of

Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(i)	The Purchaser's Country is: The Government of Uganda (GoU).
GCC 1.1(j)	The Purchaser is: Ministry of Lands, Housing and Urban Development.

GCC 1.1(0) The Pr	roject Si	te(s)/Final Destination(s) are:	
	SN	Site	Address
	1.	Ministry of Lands, Housing and Urban Development (MLHUD)	Plot 13 – 15 Parliament Avenue
	2.	National Land Information Centre (NLIC)	P.O.Box 7096 Kampala National Land Information Centre, Plot 10 Lourdel Road, Kampala
	3.	Makerere University, Department of Geomatics and Land Management (DGLM)	Dept of Geomatics and Land Management School of the Built Environment CEDAT, Makerere University
	4.	Surveys and Mapping Department (SMD)	Plot 1-3, Berklay Road Entebbe
	5.	Institute of Survey and Land Management (ISLM)	Plot 24, Julia Ssebutinde Road, Entebbe
	6.	Mityana MZO	Plot 907, Singo, Block 148, Mityana Town Council
	7.	Wakiso MZO	Plot 190 Busiro, Block 274 Wakiso Town Council, Wakiso District
	8.	Wakiso MZO	Kyadondo, Wakiso Town Council, Wakiso District
	9.	Mukono MZO	Plot 17-21, Kaloli Matovu Road & Plot M7 and M59, Mukono Municipality
	10.	Moroto MZO	Plot 28, Lorika Road, Moroto Municipality
	11.	Mpigi MZO	Plot 232, Mawokota Block 90, Alfunsi Musoke Road, Mpigi Town Council
	12.	Luwero MZO	Plot 358, Land title Vol. 436 Folio 2, Luwero Town Council
	13.	Rukungiri MZO	Plot 336, Block 5, Rukungiri Municipality
	14.	Kabale MZO	Plot 37, Archer Road, Kabale Municipality

15.	Tororo MZO	Plot 2-4, District Road, Tororo Municipality
16.	Soroti MZO	Plot 16, Central Avenue, Soroti Municipality
17.	Arua MZO MZO	8-16 Pajulu Road in Arua Municipal Council
18.	Kibaale MZO	Plot 8 Buyaga Block 232 Kibaale Town Council
19.	Masindi MZO	Plot 20-24 Masindi Port Road, Masindi Town Council
20.	Fort Portal MZO	Plot 30-34 Tibatwa Road Fortal Portal Municipality
21.	Gulu MZO	Plots 4A Princess Road, GuluMunicipal Council
22.	Lira MZO	Plot 2 Hotel Link Road, Lira Municipal Council
23.	Mbale MZO	Plot 23 and 23 A Lyadda Road, Mbale Municipal Council
24.	Jinja	Plot 68-74 Nile Crescent, Jinja Municipality, Jinja District
25.	Masaka	Plot 16 Broad Way Road Masaka Municipal Council, Masaka District
26.	Mbarara	Plot 2-14 Kamukuzi Road, Mbarara Town, Mbarara District
27.	Kampala MZO	City Hall, Wing B Ground Floor, Kimathi Avenue, Kampala City Council

GCC 1.1 (p)	The term SEA/SH where used in the Contract has the following meaning:				
	 "Sexual Exploitation and Abuse" "(SEA)" means the following: 				
	Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.				
	Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.				
	• "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.				
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.				
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms® 2020.				
GCC 5.1	The language shall be: English.				
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be:				
	Permanent Secretary Ministry of Lands, Housing and Urban Development, KAMPALA, UGANDA. mlhud@mlhud.go.ug				
GCC 9.1	The governing law shall be: The Law of the Republic of Uganda				
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:				
	(a) Contract with foreign Supplier:				
	GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.				
	(b) Contracts with Supplier national of the Purchaser's Country:				
	In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to arbitration in accordance with the laws of Uganda.				

GCC 13.1

Details of Shipping and other Documents to be furnished by the Supplier are:

For Goods supplied from abroad:

- (i) (6) six copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) one original and four copies of the negotiable, clean, on-board bill of lading or airway bill marked "freight prepaid" and five copies of nonnegotiable bill of lading or airway bill;
- (iii) five copies of the packing list identifying contents of each package;
- (iv) insurance certificate in accordance with the Incoterms.
- (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
- (vi) one original of the Supplier's Certificate of Origin;
- (v) inspection certificate, issued by the nominated inspection agency, Certificate of analysis specifically for the reference standards and the Supplier's factory inspection report; and

For Goods from within the Purchaser's country:

Upon delivery of the Goods to the carrier, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) (6) Six copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC 14.9	GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out <i>installation and maintenance</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:		
	(i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel;		
	(ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;		
	(iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and		
	(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.		
	GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>installation and maintenance</i> is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the <i>installation and maintenance</i> is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.		
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.		

GCC 16.5

GCC 16.1 GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in *[insert currency of the* Contract Price in the following manner: **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) On Delivery and Acceptance: Ninety (90) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in **Uganda Shillings** within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. Payment for Goods and Services supplied from within the Purchaser's **Country:** Payment for Goods and Services supplied from within the Purchaser's Country shall be made in **Uganda Shillings**, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser. On Delivery and Acceptance: Ninety (90) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.ll be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

The payment-delay period after which the Purchaser shall pay interest to the

The interest rate that shall be applied is Supplier's Banker's lending rate at

supplier shall be 60 days.

the time of invoicing.

GCC 18.1	A Performance Security shall be required]			
	Performance Security shall be: 10% of the Contract Price.			
GCC 18.3	The Performance Security shall be in the form of an Un-Conditional Bank Guarantee.			
	The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser. If an unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.			
GCC 18.4	Not Applicable			
GCC 23.2	The packing, marking and documentation within and outside the packages shall be:			
	MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT			
	CONSIGNMENT NAME:			
	LOT NO:			
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.			
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.			
GCC 25.2	Incidental services to be provided are:			
	(a) maintenance of the supplied Goods;			
	(b) training of the Purchaser's personnel, on-site, in operation, maintenance, and/or repair of the supplied Goods.			
GCC 26.1	The inspections and tests shall be:			
	 To confirm whether the supplied equipment conform to the Technical Specifications as per Bidding documents, To confirm whether all the equipment and all parts on the equipment are brand new and; To ascertain whether the supplied equipment are in excellent condition and ready for use. 			
	Pre-Acceptance inspection shall be conducted by appointed officials from the Ministry of Lands, Housing and Urban Development at the Project Sites before acceptance.			

GCC 26.2		The Inspections and tests shall be conducted at: Pre-Acceptance inspection shall be conducted at the Project Sites referred under GCC 28.3.				
GCC 27.1	The liqu week	The liquidated damage shall be: 0.5% of the unperformed Services per week				
GCC 27.1	The max Price	The maximum amount of liquidated damages shall be: 10% of the Contract Price				
GCC 28.3	e 5-year hardware extended					
	For purp	oses of the Warranty, the place(s) of	final destination(s) shall be:			
	SN	Site	Address			
	28.	Ministry of Lands, Housing and Urban Development (MLHUD)	Plot 13 – 15 Parliament Avenue			
			P.O.Box 7096 Kampala			
	29.	National Land Information Centre (NLIC)	National Land Information Centre, Plot 10 Lourdel Road, Kampala			
	30.	Makerere University, Department of Geomatics and Land Management (DGLM)	Dept of Geomatics and Land Management School of the Built Environment CEDAT, Makerere University			
	31.	Surveys and Mapping Department (SMD)	Plot 1-3, Berklay Road Entebbe			
	32.	Institute of Survey and Land Management (ISLM)	Plot 24, Julia Ssebutinde Road, Entebbe			
	33.	Mityana MZO	Plot 907, Singo, Block 148, Mityana Town Council			
	34.	Wakiso MZO	Plot 190 Busiro, Block 274 Wakiso Town Council, Wakiso District			
	35.	Wakiso MZO	Kyadondo, Wakiso Town Council, Wakiso District			
	36.	Mukono MZO	Plot 17-21, Kaloli Matovu Road & Plot M7 and M59, Mukono Municipality			
	37.	Moroto MZO	Plot 28, Lorika Road, Moroto Municipality			

38.	Mpigi MZO	Plot 232, Mawokota Block
		90, Alfunsi Musoke Road,
		Mpigi Town Council
39.	Luwero MZO	Plot 358, Land title Vol. 436
		Folio 2, Luwero Town
		Council
40.	Rukungiri MZO	Plot 336, Block 5, Rukungiri
		Municipality
41.	Kabale MZO	Plot 37, Archer Road, Kabale
		Municipality
42.	Tororo MZO	Plot 2-4, District Road,
		Tororo Municipality
43.	Soroti MZO	Plot 16, Central Avenue,
		Soroti Municipality
44.	Arua MZO MZO	8-16 Pajulu Road in Arua
		Municipal Council
45.	Kibaale MZO	Plot 8 Buyaga Block 232
		Kibaale Town Council
46.	Masindi MZO	Plot 20-24 Masindi Port
		Road, Masindi Town Council
47.	Fort Portal MZO	Plot 30-34 Tibatwa Road
		Fortal Portal Municipality
48.	Gulu MZO	Plots 4A Princess Road,
		GuluMunicipal Council
49.	Lira MZO	Plot 2 Hotel Link Road, Lira
		Municipal Council
50.	Mbale MZO	Plot 23 and 23 A Lyadda
		Road, Mbale Municipal
		Council
51.	Jinja	Plot 68-74 Nile Crescent, Jinja
		Municipality, Jinja District
52.	Masaka	Plot 16 Broad Way Road
		Masaka Municipal Council,
F2	3.61	Masaka District
53.	Mbarara	Plot 2-14 Kamukuzi Road,
		Mbarara Town, Mbarara District
54.	Kampala MZO	City Hall, Wing B Ground
J4.	Kumpuu MZO	Floor, Kimathi Avenue,
		Kampala City
		Council
	1	

GCC 28.3—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these

	guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,
	or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10% of contract price price.
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 30 days.
GCC 33.4	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be Not Applicable

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: [insert Authorized Representative's name]

Address: [insert Authorized Representative's Address]

Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]

Email Address: [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Notification of Intention to Award

Purchaser: [insert the name of the Purchaser]

Project: [insert name of project]

Contract title: [insert the name of the contract] **Country:** [insert country where RFB is issued]

Loan No. /Credit No. / Grant No.: [insert reference number for loan/credit/grant]

RFB No: [insert RFB reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[insert name of successful Bidder]	
Address:	[insert address of the successful Bidder]	
Contract price:	[insert contract price of the successful Bid]	

2. Other Bidders [INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]

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Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]
Agency: [insert name of Purchaser]
Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]
Agency: [insert name of Purchaser]
Email address: [insert email address]

Fax number: [insert fax number] delete if not used

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the <u>Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005]</u> (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "<u>How to make a Procurement-related Complaint</u>" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

- 1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
- 2. The complaint can only challenge the decision to award the contract.
- 3. You must submit the complaint within the period stated above.
- 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the	Purchaser:
Signature:	
Name:	
Title/position:	
Telephone:	
Email:	

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

RFB No.: [insert number of RFB process] **Request for Bid No.**: [insert identification]

To: [insert complete name of Purchaser]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: *[insert complete name of the Bidder]
Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]
Title of the person signing the Bid: [insert complete title of the person signing the Bid]
Signature of the person named above: [insert signature of person whose name and capacity are shown above]
Date signed [insert date of signing] day of [insert month], [insert year]

^{*} In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

^{**} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Letter of Acceptance

[use letterhead paper of the Purchaser]

To: [name and address of the Supplier]
Subject: Notification of Award Contract No
This is to notify you that your Bid dated [insert date] for execution of the [insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.
You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.
Authorized Signature:
Name and Title of Signatory:
Name of Agency:

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}] and having its principal place of business at [insert address of Purchaser] (hereinafter called "the Purchaser"), of the one part, and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos.____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)

- (h) any other document listed in GCC as forming part of the Contract
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] In the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: _[Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures]

(_________) [insert amount in words], 1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, $2...^2$, and any demand for payment under it must be received by us at this office indicated above on or before that date.

The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (______) [insert amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

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A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.