REPUBLIC OF KENYA

MINISTRY OF ROADS AND TRANSPORT
STATE DEPARTMENT FOR ROADS

State Department for Roads
Works Building, Ngong road
NAIROBI, KENYA

RFB NO.: KE-SDOR-KISM- 561877-GO-RFB

Supply, Delivery, Installation and Testing of ICT Equipment
LOT 1: Computing Devices, LOT 2: Printing, Scanning & Document Management Equipment, LOT 3: Specialized ICT, Design & Multimedia Equipment for the State Department for Roads and The Kenya Institute for Supplies Management

REPUBLIC OF KENYA

MINISTRY OF ROADS AND TRANSPORT

State Department for Roads

(One-Envelope Bidding Process)

Country: KENYA

Name of Project: HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT

Contract Title: Supply, Delivery, Installation and Testing of ICT Equipment LOT 1: Computing Devices, LOT 2: Printing, Scanning & Document Management Equipment, LOT 3: Specialized ICT, Design & Multimedia Equipment for the State Department for Roads and The Kenya Institute for Supplies Management

Credit No.: _67680KE

RFB Reference No.: KE-SDOR-KISM- 561877-GO-RFB

1. The Government of Kenya has received financing from the World Bank towards the cost of the Horn of Africa Gateway Development Project and intends to apply part of the proceeds towards payments under the contract for Supply, Delivery, Installation and Testing of ICT Equipment LOT 1: Computing Devices, LOT 2: Printing, Scanning & Document Management Equipment, LOT 3: Specialized ICT, Design & Multimedia Equipment for the State Department for Roads and The Kenya Institute for Supplies Management
2. The State Department for Roads now invites sealed bids from eligible bidders for the contract for Supply, Delivery, Installation and Testing of ICT Equipment LOT 1: Computing Devices, LOT 2: Printing, Scanning & Document Management Equipment, LOT 3: Specialized ICT, Design & Multimedia Equipment for the State Department for Roads and The Kenya Institute for Supplies Management
3. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers," issued in July 2016 and Revised in September 2025 (Seventh Edition) and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible bidders may obtain further information and inspect the bidding document on www.roads.go.ke under the resources menu and/or the public procurement information portal ppip@ppra.co.ke and www.tender.go.ke or visit the Supply Chain Management Office, Works Building, Ground Floor, Ngong Road, Room No.48, Nairobi during normal office working hours (0800 to 1700 hours EAT). Those who download the document should immediately send their particulars to Supply Chain Management office at scms@roads.go.ke for the purpose of registration and receipt of any further clarifications and addendums

5. The bidding document in English may be downloaded by interested Bidders from State Department for Roads website www.roads.go.ke and Treasury portal www.tenders.go.ke and submit their details for registration to scms@roads.go.ke

6. Bids must be delivered to the address below on or before **9th December, 2026 at** 10:00 am local time. 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 same day.

7. All Bids must be accompanied by a Bid Security in form of Bank Guarantee from a reputable bank of:

   Lot 1: KES 1,250,000.00 (Kenya shillings One Million Two Hundred and Fifty Thousand only)

   Lot 2: KES 320,000.00 (Kenya shillings Three hundred and Twenty thousand only)

   Lot 3: KES 420,000.00 (Kenya shillings Four hundred and Twenty thousand only**).**

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 is (are):

Principal Secretary
Attention: Head Supply Chain Management Services
State Department for Roads
Ministry of Roads and Transport
Works Building, Ngong' Road
Ground Floor Opposite
Room/Office Number 48
Telephone: **+254 (20) 2723232**
E-mail: **scms@roads.go.ke**
NAIROBI, KENYA
E-mail: **scms@roads.go.ke**

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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 their 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:

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

45.3 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 any formalities, including 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 above-mentioned 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 Complaint

47.1 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.

<table>
<tr><th>ITB Reference</th><th>A. General</th></tr>
<tr><td>ITB 1.1</td><td>The reference number of the Request for Bids (RFB) is: KE-SDOR-KISM-561877-GO-RFB The Purchaser is: State Department for Roads

The name of the RFB is: Supply, Delivery, Installation and Testing of ICT Equipment LOT 1: Computing Devices, LOT 2: Printing, Scanning & Document Management Equipment, LOT 3: Specialized ICT, Design & Multimedia Equipment for the State Department for Roads and The Kenya Institute for Supplies Management

The number and identification of items comprising this RFB is:
<table>
<tr><th>LOT</th><th></th><th>ITEM DESCRIPTION</th><th>QUANTITY</th></tr>
<tr><td>1</td><td>1.</td><td>Type A Desktop Computers</td><td>56No.</td></tr>
<tr><td></td><td>2.</td><td>Type B Desktop Computers</td><td>20No.</td></tr>
<tr><td></td><td>3.</td><td>Type A Laptops</td><td>15No.</td></tr>
<tr><td></td><td>4.</td><td>Type B Laptops</td><td>65No.</td></tr>
<tr><td>2</td><td>1.</td><td>Multifunctional Heavy duty Colour Printer</td><td>3No.</td></tr>
<tr><td></td><td>2.</td><td>Multifunctional Heavy-duty B/W Printer</td><td>4 No.</td></tr>
<tr><td></td><td>3.</td><td>Light Duty Printers</td><td>10 No.</td></tr>
<tr><td></td><td>4.</td><td>Scanner</td><td>1 No.</td></tr>
<tr><td></td><td>5.</td><td>Shredders</td><td>3 No.</td></tr>
<tr><td>3</td><td>6.</td><td>Electronic Signature Device Machine</td><td>1 No.</td></tr>
<tr><td></td><td>7.</td><td>Graphic Design Workstations</td><td>2 No.</td></tr>
<tr><td></td><td>8.</td><td>Video Cameras</td><td>2No.</td></tr>
<tr><td></td><td>9.</td><td>Still Cameras</td><td>2No.</td></tr>
<tr><td></td><td>10.</td><td>Aerial Cameras</td><td>2No.</td></tr>
<tr><td></td><td>11.</td><td>Type A Tablets</td><td>8No.</td></tr>
<tr><td></td><td>12.</td><td>Type B Tablets</td><td>20No.</td></tr>
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<tr><td>ITB 1.2(a)</td><td>N/A</td></tr>
</table>

ITB 2.1	The Borrower is: The ***Government of Kenya – State Department for Roads*** Loan or Financing Agreement amount: **EURO 669,200,000** The name of the Project is: **HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT**
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: ***Two.***
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 **Clarification of Bid purposes** only, the Purchaser's address is: Principal Secretary *Attention:* Head Supply Chain Management Services State Department of Roads **Ministry of Roads and Transport** Works Building, Ngong' Road Ground Floor Room/Office Number 48 Telephone: **+254 (20) 2723232** E-mail: **scms@roads.go.ke** **NAIROBI, KENYA** Requests for clarification should be received by the Purchaser no later than: **Fourteen (14) days to tender submission date.** Web page: **www.roads.go.ke**
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: ***ENGLISH*** All correspondence exchange shall be in **ENGLISH** language. Language for translation of supporting documents and printed literature is N/A
ITB 11.1 (j)	The Bidder shall submit the following additional documents/meet requirements in its Bid: 1. Attach a copy of certificate of Incorporation/Registration 2. Attach a copy of CR12 (valid within the last 6 months before tender submission deadline) 3. Attach a valid Tax Compliance Certificate 4. Bidders offer against the required checklist for each item 5. Manufacturer's Brochures for all items

	6. Manufacturer's Authorization for all items 7. Written letter of warranty by the Bidder 8. Serialized and paginated pages (From the first page to the last page) 9. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
ITB 13.1	Alternative ***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: **2020 - Delivery Duty Paid**
ITB 14.8 (b)(i)	Place of destination: **As per Incoterm 2020, Delivery Duty Paid, Transcom House Nairobi, Kenya and KISM Towers, Nairobi, Kenya**
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): **Transcom House Nairobi**, **Kenya and KISM Towers, Nairobi, Kenya**
ITB 15.1	The Bidder **is** 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): Three (**3) years**
ITB 17.2 (a)	Manufacturer's authorization is: **Required**
ITB 17.2 (b)	After sales service is: **Required – Provide Service Level Agreement (SLA)**
ITB 18.1	The Bid shall be valid until: **90 days**
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): N/A
ITB 19.1	A *Bid Security* ***shall be*** required.

	A Bid-Securing Declaration shall **not be** required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be; Lot 1: KES 1,250,000.00 (Kenya shillings One Million Two Hundred and Fifty Thousand only) Lot 2: KES 320,000.00 (Kenya shillings Three hundred and Twenty thousand only) Lot 3: KES 420,000.00 (Kenya shillings Four hundred and Twenty thousand only**).**
ITB 19.3 (d)	Other types of acceptable securities: N/A
ITB 20.1	In addition to the **original of the Bid**, the number of copies is**: *ONE (1)***
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: The Power of Attorney shall be Signed by the Commissioner of Oaths** **The name and position held by each person signing the authorization and must be typed or printed below the signature.**
	D. Submission and Opening of Bids
ITB 22.1	For **Bid submission purposes** only, the Purchaser's address is: Attention: **The Principal Secretary** **State Department of Roads** Street Address: **Ngong Road** Floor/ Room number: **Tender Box on Ground floor, opposite Room 48, Works Building** City: **Nairobi** Country: **Kenya** **The deadline for Bid submission is:** Date: **28th November 2026** Time: **1100 hours Kenyan Time** Bidders **shall not** have the option of submitting their Bids electronically. Bidders **shall not** have the option of submitting their bids electronically.
ITB 25.1	The Bid opening shall take place at: Street Address: **Ngong *Road*** Floor/ Room number: **9th floor, Board room, Works Building** City: **Nairobi**

	Country: **Kenya** Date: **28th November 2026** Time: **1100 hours Kenyan Time** The electronic Bid opening procedures shall be: **Not Applicable**
ITB 25.6	The Letter of Bid and Price Schedules shall be initialed by three (3) representatives of the Purchaser conducting Bid opening. Each Bid shall be numbered, and initialed by all representatives any modification to the unit or total price shall be initialed by the Representatives of the Purchaser.
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: **KENYA SHILLINGS** The source of exchange rate shall be: **Central Bank of Kenya** The date for the exchange rate shall be: **Opening date of the bids**
ITB 33.1	A margin of domestic preference ***shall not*** apply. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITB 34.2(a)	Evaluation will be done Lots contracts Note: Bids will be evaluated lot by lot.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** **(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 after-sales 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: ***10%*** The maximum percentage by which quantities may be decreased is: ***10%***
ITB 45. 1	The successful Bidder SHALL 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: Principal Secretary *Attention:* Head Supply Chain Management Services State Department of Roads **Ministry of Roads and Transport** Works Building, Ngong' Road Ground Floor Room/Office Number 48 Telephone: **+254 (20) 2723232** E-mail: **scms@roads.go.ke** **NAIROBI, KENYA** 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

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

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

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1. Margin of Preference (ITB 33) - NOT APPLICABLE

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's Country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;

(b) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country;

(c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine 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.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)- **Not Applicable**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

(b) Deviation in payment schedule. **Not Applicable**

Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

(c) Cost of major replacement components, mandatory spare parts, and service. **N/A**

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.*

or

(i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.

(e) Life Cycle Costs - Not Applicable

If specified in BDS 34.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

[Note to Purchaser: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.

[Either amend the following text as required, or delete if life cycle cost is not applicable]

(i) number of years for life cycle cost determination *[insert the number of years*];

(ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate*];

(iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology*];

(iv) and the following information is required from bidders *[insert any information required from bidders, including prices*].

(f) Performance and productivity of the equipment: *N/A*

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

[insert the methodology and criteria if applicable]

or

(i) An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Bid with respect to minimum required values, using the methodology specified below.

[insert the methodology and criteria if applicable]

(g) Specific additional criteria - Not Applicable

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

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

"A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid."

or

"A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34."

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, other financial statements acceptable to the Purchaser, for the last three (3) years (2023.2024.2025) 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 shall furnish documentary evidence that it meets the following financial requirement(s):

Annual Turn Over for the last 5 years–

Lot 1: Kenya Shillings fifty million (KES 50,000,000)

Lot 2: Kenya Shillings Fifteen Million (KShs. 15,000,000)

Lot 3: Kenya Shillings Twenty Million (20,000,000)

Working Capital/ Line of Credit

Lot 1: Kenya Shillings Six Million (Kshs. 30,000,000)

Lot 2: Kenya Shillings Ten Million (Kshs. 10,000,000)

Lot 3: Kenya Shillings Fifteen Million (Kshs 15,000,000)

(b) **Specific Experience:** The Bidder shall demonstrate that he has successfully completed at least three (3) contracts within the last five (5) years prior to bid submission deadline, each with a value of at least (Lot 1: Kennya Shillings Thirty Million (Kshs. 30,000,000/=) Lot 2: Kenya Shillings Ten Million (Kshs. 10,000,000), Lot 3: Kenya Shillings (Fifteen Million (Kshs. 15,000,000) per contract that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement shall be met by all members combined

(c) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

1. **Bidders offer against the required checklist for each item**

2. Manufacturer's Brochures for all items

3. Written letter of warranty by the Bidder

(a) **Manufacturing experience and Technical Capacity**: For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:

1. it has manufactured goods of similar nature and complexity for at least _**7**__years [e.g. seven years], prior to the bid submission deadline; and

2. its annual production capacity of goods of similar nature and complexity for each of the last __**5**_years [e.g. five years] prior to the bid submission deadline, is at least__**200**__times the quantities specified under the contract.

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;

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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) **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*];

(e) **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*];

(f) **Discounts**: The discounts offered and the methodology for their application are:

3. 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*];

(g) **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;

(h) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(i) **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;

(j) **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;

(k) **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*];

(l) **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.")

(m) **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;

(n) **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

(o) **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*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information 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]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

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

RFB No.: *[insert number of Bidding process]*

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

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1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

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 ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ I 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 I 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: _____
Page N° _____ 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° _____ of _____

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 14.8I(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8I(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 I (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8I(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 I(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8I(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 Country

(Group A and B Bids)

Currencies in accordance with ITB 15

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: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
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 Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID 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 the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ _ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid 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 _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(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 (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

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 signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized 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: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.8(b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "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:

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;[1] (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 inspect[3] all accounts, records and other documents relating

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1 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 sub-contractor, 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.

2 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.

3 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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2. List of Related Services and Completion Schedule..... 77

3. Technical Specifications 79

4. Drawings ..... Error! Bookmark not defined.

5. Inspections and Tests ..... Error! Bookmark not defined.

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Bidder's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

4. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the Bidder*]
1	TYPE A DESKTOP COMPUTERS	56	No	Transcom House -Nairobi		90 days after the signing of the contract.	
2	TYPE B DESKTOP COMPUTERS	20	No	KISM Towers - Nairobi		90 days after the signing of the contract.	
3	TYPE A LAPTOPS	15	No	Transcom House -Nairobi		90 days after the signing of the contract.	
4	TYPE B LAPTOPS	65	No	40PCS - Transcom House -Nairobi 25 PCS -KISM Towers - Nairobi		90 days after the signing of the contract.	
5	Multifunctional Heavy duty Colour Printer	3	No	2- Transcom House -Nairobi 1-KISM Towers - Nairobi		90 days after the signing of the contract.	
6	Multifunctional Heavy-duty B/W Printer	4	No	2- Transcom House -Nairobi 2- KISM Towers - Nairobi		90 days after the signing of the contract.	

7	Light Duty Printers	10	No	Transcom - House Nairobi		90 days after the signing of the contract.	
8	Scanner	1	No	KISM Towers - Nairobi		90 days after the signing of the contract.	
9	Shredders	3	No	KISM Towers - Nairobi		90 days after the signing of the contract.	
10	Electronic Signature Device Machine	1	No	KISM Towers - Nairobi		90 days after the signing of the contract.	
11	Graphic Design Workstations	2	No	KISM Towers - Nairobi		90 days after the signing of the contract.	
12	Video Cameras	2	No	Transcom House -Nairobi		90 days after the signing of the contract.	
13	Still Cameras	2	No	Transcom House -Nairobi		90 days after the signing of the contract.	
14	Aerial Cameras	2	No	Transcom House -Nairobi		90 days after the signing of the contract.	
15	Type A Tablets	8	No	Transcom House -Nairobi		90 days after the signing of the contract.	
16	Type B Tablets	20	No	Transcom House -Nairobi		90 days after the signing of the contract.	

**HOAGDP is Exempted from payment of Output VAT

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
[insert Service No]	*[insert description of Related Services]*	*[insert quantity of items to be supplied]*	*[insert physical unit for the items]*	*[insert name of the Place]*	*[insert required Completion Date(s)]*

1. If applicable

3. Technical Specifications

ITEM 1: TYPE A DESKTOP ALL IN ONE - 56NO.

	ITEM	MINIMUM REQUIREMENTS	Bidder's Compliance
1	Processor & Core Logic	Intel Core Ultra 7 processor, 16 cores, 24 MB cache	
2	System Memory	16 GB DDR5	
3	Storage Subsystem	1 TB PCIe NVMe SSD	
4	Form Factor	All-in-One	
5	Display	27-inch FHD (1920 x 1080) capacitive touchscreen with integrated Intel Arc Graphics	
6	Graphics	Intel Arc Graphics	
7	Keyboard and Mouse	USB Wired keyboard and USB Wired mouse	
8	Audio	Internal stereo speakers and 1 headphone port	
9	Webcam	Integrated 8 MP front camera with IR	
10	Communication Interface	Integrated Gigabit Ethernet; Wi-Fi 6E; Bluetooth 5.3; USB 3.2 Gen 1 / Gen 2; 1 HDMI-out; 1 RJ45; USB-C with fast charging	
11	Operating System	Windows 11 Pro (64-bit) pre-installed with perpetual license	
12	Application Software	Microsoft Office Professional 2024 pre-installed with perpetual License and Licensed Antivirus	
13	Power Supply	220-240 VAC, 50/60 Hz (auto-sensing)	
14	Warranty	One (1) Year	
15	Accessories	APC Uninterruptable Power Supply (see Item 1(b) Specifications); 4 Port power extension cable with USB charging ports	
16	Brochures	Original detailed and highlighted brochure	

Item 1 (b): UNINTERRUPTIBLE POWER SUPPLY

S/N	ITEM	MINIMUM SPECIFICATIONS	Bidder's Compliance
1	Rating	At least 1000VA	
2	Input Voltage Swing	Minimum 220V to 270V	
3	Output Voltage	220V to 240V	
4	Output Frequency	50 - 60 Hz auto-sensing	
5	Design	Automatic Voltage regulation Main isolation, User replaceable batteries, Static automatic bypass, Maintenance bypass for servicing.	

S/N	ITEM	MINIMUM SPECIFICATIONS	Bidder's Compliance
6	Battery module	Minimum 25 minutes backup time on 50% rated output; Minimum 3 years lifetime; Type (Sealed lead acid); Automatic periodic battery tests; Short recharge time (Maximum 5 hours for 100% runtime; Protection against excessive/damaging discharge	
7	Protection	Output overload; Input/output short-circuit	
8	Communication interface	Serial port communications support	
9	Operational Environment	Room temperature/humidity (i.e. Min Air Conditioning)	
10	Warranty	One (1) Year supplier warranty	
11	Brochures	Original, detailed and highlighted brochure	

ITEM 2: TYPE B DESKTOP - 20NO.

	Category	Minimum Technical Specifications	Bidder's Compliance
1	Form factor	23-inch All-in-One	
2	Processor	Intel Core Ultra 7 255U (up to 5.2 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 12 cores, 14 threads)	
3	Graphics	Integrated: Intel UHD Graphics;	
4	Memory (RAM)	16 GB DDR5-5600 MT/s (2 x 8 GB)	
5	Storage	512GB PCIe NVME M.2 SSD	
6	Operating System	Windows 11 64 bit Professional with Perpetual license activated	
7	Application software	MS Office Pro 2024 with Perpetual license; Licensed and activated antivirus	
8	Display	23" diagonal, FHD (1920 x 1080), touch, IPS, three-sided micro-edge, anti-glare, 300 nits	
9	Screen-to-Body Ratio	98.16%	
10	Color Gamut	99% sRGB	
11	Flicker-Free	Yes	
12	Dimensions (W×D ×H)	61.25 x 18.63 x 51.68 cm;	
13	Weight	6.72 kg	
14	Wireless	Realtek Wi-Fi 6 (2×2) and Bluetooth® 5.4	
15	Network Interface	Integrated 10/100/1000 GbE LAN	
16	Keyboard	125 USB Wired Keyboard	
17	Mouse	125 USB Wired Mouse	
18	Camera	True Vision 720p HD tilt privacy camera with temporal noise reduction + dual-array digital microphones	
19	Audio	Dual 2W speakers; Microphone	
20	Accessories	APC Uninterruptable Power Supply (see Item 1(b) Specifications)	
21	Warranty	One (1) Year supplier warranty	
22	Brochures	Original, detailed and highlighted brochure	

ITEM 3: TYPE A LAPTOP - 15NO.

No.	Component	Minimum Technical Specifications	Bidder's Compliance
1	Form Factor	Convertible laptop; 360° hinge, supporting laptop, tablet, tent and stand modes.	
2	Processor	Intel Core Ultra 7 258V: 8 cores, 8 threads, maximum turbo 4.8 GHz, 12 MB cache; or equivalent.	
3	Memory	32 GB LPDDR5X-8533	
4	Storage	1 TB M.2 NVMe SSD, PCIe 4.0 ×4 or higher.	
5	Graphics	Integrated Intel Arc 140V, or equivalent.	
6	Display	14-inch WUXGA IPS touchscreen, 1920 × 1200, 16:10, 60 Hz, 500 nits, 100% sRGB;	
7	Screen Surface	Anti-glare or anti-reflection treatment, with anti-smudge coating.	
8	Touch Capability	10-point multitouch and active-pen support.	
9	Operating System	Windows 11 Pro 64-bit, with genuine perpetual license	
10	Application software	MS-Office 2024 Pro, with genuine perpetual license and Antivirus	
11	Keyboard & Pointing Devices	Backlit, spill-resistant keyboard; TrackPoint and multitouch touchpad.	
12	Camera	Minimum FHD 1080p, with infrared facial recognition and privacy shutter.	
13	Audio	Stereo speakers and dual microphones.	
14	Wireless Connectivity	Wi-Fi 7, 2×2, and Bluetooth 5.4.	
15	Ports	2× Thunderbolt 4/USB-C, 2× USB-A 5 Gbps, HDMI 2.1, and 3.5 mm audio combo jack.	
16	Security	Discrete TPM 2.0, fingerprint reader and BIOS password protection.	
17	Battery	57 Whr, with rapid charging.	
18	Charger	65 W USB-C, 100–240 V, 50–60 Hz. With Kenyan Type G mains plug or power cable for the supplied charger.	
19	Active Stylus	One genuine Lenovo Yoga Pen or manufacturer-approved compatible active stylus, with charging cable and all necessary accessories.	
20	Accessories	i. Executive Pure Leather Laptop carrying case with two padded internal compartments, External pouch and two side-pockets on the front side (sample provided) ii. Yoga pen or equivalent iii. 8 in One Adapter iv. Adjustable/rotating aluminium laptop stand with cooling fan v. Wireless USB mouse vi. Wireless earpods with noise cancellation	

No.	Component	Minimum Technical Specifications	Bidder's Compliance
		vii. Power Adapter (charger)	
21	Warranty	Minimum three-year manufacturer-backed warranty valid in Kenya, covering parts and labour; minimum one-year battery warranty. Provide documentary evidence of coverage.	
22	Technical Support	Identify the authorised service provider in Kenya, support contacts, response time and repair arrangements.	
23	Brochures	Original, detailed and highlighted brochure	

ITEM 4: TYPE B LAPTOP - 65NO.

Specification	Minimum Specifications	Bidder's Compliance
Form Factor	2-in-1Flip (convertible) Next Gen AI PC	
Processor	Intel®Core Ultra 7 258V Processor	
Operating System	Windows 11 Pro -Perpetual licence	
Applications	MS Office Pro 2024 -Perpetual licence	
Graphics	Intel Arc graphics	
Memory	16GB	
Storage	1TB PCIe SSD Gen 4 M.2	
Audio	4 x speakers, Microphone	
Keyboard & Pointing Devices	Backlit, spill-resistant keyboard; TrackPoint and multitouch touchpad.	
Camera	5MP + IR RGB camera with privacy shutter	
Connectivity	**Ports/Slots:** 2 x USB-C® Thunderbolt 4; USB-A Gen 3.2; Audio combo jack **Wireless:** WiFi, Bluetooth 5.4	
Display	14″ 4K (3840 x 2400) 60Hz, WQUXGA OLED, 500 nits, Eyesafe Certification, Glass, 10-point multitouch	
Sustainability	Energy Star 8.0; **Battery:** 75Whr	
Security	E-shutter, Licensed anti-malware software	
Accessories	i. Yoga pen or equivalent, ii. Power adapter, iii. Black/Dark blue padded, waterproof laptop backpack with a pin lock, iv. 8 in 1 adapter, v. wireless USB mouse; vi. Aluminium laptop stand	
Warranty	One Year supplier warranty	

ITEM 5: MULTIFUNCTIONAL HEAVY DUTY COLOUR PRINTER - 3NO.

No.	Component	Minimum Technical Specifications	Bidder's Compliance
1	Equipment Type	Colour laser multifunction printer supporting printing, copying and scanning.	
2	Output Speed	Minimum 30 A4 pages per minute, in both colour and black-and-white.	
3	Print Resolution	Up to 1,200 × 1,200 dpi.	
4	Duplex Printing	Built-in automatic two-sided printing.	
5	Copying	600 dpi; up to 999 copies; reduction/enlargement 25 -400%.	
6	First-Copy Time	Approximately 4.5 seconds monochrome; 6.9 seconds colour	
7	Memory & Storage	Minimum 2 GB system memory; 320 GB internal storage.	
8	Document Feeder	220-sheet SPDF, scanning both sides in a single pass.	
9	Scanning Speed	With SPDF: up to 120 images/minute simplex and 240 images/minute duplex, at 200 dpi.	
10	Scanning Functions	Colour and monochrome; scan-to-email, network folder and USB.	
11	Scan Formats	PDF, PDF/A, TIFF and JPEG; multipage PDF support.	
12	Paper Input	Minimum 1,200 sheets: two 550-sheet trays and 100-sheet bypass.	
13	Paper Sizes	A4 and A3, with SRA3 support through the appropriate tray.	
14	Paper Weights	Trays: 60–300 g/m²; bypass: 52–300 g/m²; duplex: 52–256 g/m².	
15	Output Capacity	Minimum 500 A4 sheets.	
16	Control Panel	7-inch tilting colour touchscreen, with access to printing, copying, scanning and device settings.	

No.	Component	Minimum Technical Specifications	Bidder's Compliance
17	Network Connectivity	Built-in Gigabit Ethernet, supporting TCP/IP networking. Include a suitable network cable.	
18	USB Connectivity	USB connection for direct computer printing and USB host connection for supported removable-media functions.	
19	Print Languages	PCL5c, PCL6, PostScript 3 emulation, Adobe postscript and PDF Direct emulation.	
20	Electrical Supply	Factory-rated 220–240 V AC, 50/60 Hz, suitable for Kenyan mains supply; include an appropriate power cable	
21	Operating-System Compatibility	Supply current manufacturer-supported drivers compatible with Windows 11, Linux enviroments and equivalents	
22	Secure Printing & Access Control	Provide confidential print release using a IN/password, user authentication or user-code accounting, and administrator-controlled access (*provide the required licenses if any*).	
23	Network & Data Security	Support encrypted administration and secure network scanning; provide storage encryption and secure data-erasure capability.	
24	Consumables	All consumables necessary for commissioning, including genuine black, cyan, magenta and yellow toner set. Include two (2) additional complete toner sets(4 colors).	
25	Stand / Cabinet	A compatible manufacturer-approved stand or cabinet for stable installation at an appropriate operating height.	
26	Warranty	Minimum one-year written onsite warranty valid in Kenya, covering parts and labour. State exclusions, response times and repair arrangements.	
28	Equipment Condition	Brand-new, unused equipment in original packaging. Provide the serial number, manufacturing date and commissioning meter reading.	
30	Installation & Commissioning	Include delivery, positioning, network configuration, driver installation and setup of approved scan destinations. Demonstrate A3/A4 printing, colour copying, duplex printing, duplex scanning and confidential print release.	
31	Technical Evidence & Handover	Provide manufacturer datasheets, exact configuration and accessory codes, warranty documents, manuals and a signed commissioning report.	

ITEM 6: HEAVY-DUTY MONOCHROME (B/W) PRINTER - 4NO.

No.	Component	Required technical specifications	Bidder's compliance
1	Equipment type	A3 monochrome laser multifunction printer;	
2	Functions	Black-and-white printing and copying; colour and monochrome scanning; electronic document sending.	
3	Printing speed	Minimum 30 pages per minute in A4 and 15 pages per minute in A3, simplex.	
4	Print resolution	1200 × 1200 dpi	
5	Duplex printing	Automatic two-sided printing.	
6	Copy performance	600 × 600 dpi; first A4 copy approximately 7 seconds; up to 9,999 copies; zoom 25–400% in 1% increments.	
7	Processor	Dual-core 1.6 GHz, or equivalent performance.	
8	Memory and storage	Minimum 2 GB RAM and 64 GB eMMC storage	
9	Control panel	Minimum 7-inch colour touchscreen.	
10	Document feeder	Minimum 50-sheet duplex automatic document feeder, supplied and installed.	
11	Scanning speed	A4 at 300 × 300 dpi: simplex 35 ipm monochrome / 25 ipm colour; duplex 12 ipm monochrome / 8 ipm colour.	
12	Scanning destinations	Scan to email, network folder and USB memory.	
13	Scan formats	PDF, searchable PDF, PDF/A, encrypted PDF, JPEG and TIFF.	
14	Paper sizes	A4 and A3 printing, copying and scanning; SRA3 printing through the multipurpose tray.	
15	Paper input	Minimum 1,200 sheets at 80 gsm: two 550-sheet cassettes and one 100-sheet multipurpose tray.	
16	Paper output	Minimum 250 A4 sheets, simplex, at 80 gsm.	
17	Paper weights	Cassettes: 52–256 gsm; multipurpose tray: 52–300 gsm; automatic duplex: 52–220 gsm.	
18	Connectivity	Gigabit Ethernet, USB and Wi-Fi.	

No.	Component	Required technical specifications	Bidder's compliance
19	Printer languages	UFR II and PCL6, or equivalent. Include any licence required for the offered configuration.	
20	Operating-system support	Windows 11 and equivalents;	
21	Confidential printing	PIN-protected Secure Print and held-job release.	
22	Access control	User authentication and administrator access controls.	
23	Network security	TLS 1.3, IPsec, IEEE 802.1X and SNMPv3 support.	
24	Power supply	Factory-rated 220–240 V AC, 50/60 Hz	
25	Stand / pedestal	Manufacturer-approved pedestal or cabinet	
26	Toner supplied	Genuine commissioning toner plus four (4) additional full-capacity genuine black toner.	
27	Installation	Delivery, assembly, network connection, driver installation, scanning configuration and functional testing at the designated office.	
28	Security configuration	Configure administrator credentials, departmental access and secure printing	
29	User training	Practical training for nominated users and ICT staff on printing, scanning, secure release, toner replacement and routine troubleshooting.	
30	Documentation	Manufacturer's datasheet with manufacture date, exact model/configuration, serial number, warranty documentation, user manuals and installed accessory list.	
31	Acceptance testing	Demonstrate A4/A3 printing and copying, duplex printing, duplex scanning, network-folder/email scanning and PIN-protected print release.	
32	Warranty	Minimum one-year on-site warranty, covering parts and labour for manufacturing defects. State exclusions and response times.	

ITEM 7: LIGHT DUTY PRINTERS - 10 NO.

No.	Component	Required technical specifications	Bidder's compliance
1	Functions	Print, copy and scan	
2	Printing speed	Minimum 33 pages per minute in A4.	
3	Duplex printing	Automatic two-sided printing	
4	Print resolution	600 × 600 dpi	

No.	Component	Required technical specifications	Bidder's compliance
5	First-page output	From ready: approximately 9.5 seconds monochrome and 10.5 seconds colour, A4.	
6	Monthly volume	Upto 4,000 pages.	
7	Maximum duty cycle	Up to 50,000 pages per month;	
8	Control panel	4-inch colour touchscreen.	
9	Processor and memory	1.2 GHz processor; 512 MB DRAM and 512 MB NAND flash, or equivalent.	
10	Copying	Up to 33 copies per minute, monochrome and colour; 600 × 600 dpi resolution.	
11	Copy settings	Up to 999 copies; reduction/enlargement 25–400%; ID copying and collation.	
12	Scanner	Colour flatbed scanner and automatic document feeder.	
13	Document feeder	50-sheet ADF, supporting automatic duplex scanning.	
14	Scan resolution	Optical resolution up to 1200 dpi;	
15	Scan speed	A4 simplex: up to 29 ppm monochrome / 26 ppm colour. Duplex: up to 44 ipm monochrome / 35 ipm colour.	
16	Scan sizes	Flatbed: up to 216 × 297 mm; ADF: up to 216 × 356 mm.	
17	Scan formats	PDF, JPG and TIFF	
18	Digital sending	Scan to email; support OneDrive workflows	
20	Paper output	150-sheet output bin.	
21	Paper sizes	A4 and smaller standard sizes;	
22	Connectivity	Gigabit Ethernet, USB 2.0 device and host connections, dual-band Wi-Fi 5 / 802.11ac, Wi-Fi Direct and RJ-11 fax connection.	
23	Mobile printing	Apple AirPrint and Wi-Fi Direct printing.	
24	Printer languages	PCL 6 and PostScript Level 3 emulation, or equivalent.	
25	Operating-system support	Windows 11, MaCOS	
26	Network security	IEEE 802.1X authentication and WPA2/WPA3 wireless security support.	
27	Power supply	220–240 V AC, 50/60 Hz, supplied with Kenyan-compatible Type G power cable.	
28	Energy saving	Automatic sleep and HP Auto-On/Auto-Off, or equivalent.	

No.	Component	Required technical specifications	Bidder's compliance
29	Standard toner supplied	Four preinstalled cartridges: approximately 2,000 pages black and 1,000 pages each cyan, magenta and yellow.	
30	Additional toner	Include Two (2) additional complete genuine high-yield toner sets (Black, cyan, Magenta and yellow)	
31	Cables	3-port Power extension cable with USB/mini USB ports; USB cable and minimum 2-metre Cat6 Ethernet patch cable.	
32	Warranty	Minimum one-year manufacturer-backed on-site warranty, valid in Kenya. State response times and exclusions.	
33	Documentation	Manufacturer's datasheet, serial number, user guide and warranty confirmation.	

ITEM 8: SCANNER - 1 NO.

No.	Component	Minimum Technical specifications	Bidder's Compliance
1	Scanner type	Desktop sheet-fed document scanner with automatic document feeder (ADF), simplex and single-pass duplex scanning.	
2	Imaging system	Dual image sensors for front and back scanning, with RGB LED illumination or equivalent technology.	
3	Simplex speed	At least 70 pages per minute at both 200 and 300 dpi, A4 portrait, in colour, greyscale and monochrome.	
4	Duplex speed	At least 140 images per minute at both 200 and 300 dpi, A4 portrait, in colour, greyscale and monochrome.	
5	ADF capacity	At least 100 sheets of A4 paper at 80 g/m².	
6	Optical resolution	At least 600 dpi.	
7	Output resolution	Selectable 50 to 600 dpi in 1 dpi increments; 1200 dpi output through the driver.	
8	Image bit depth	24-bit colour, 8-bit greyscale and 1-bit monochrome.	
9	Document sizes	Support A4, Letter and Legal sizes; standard scanning range to include 48 × 50 mm through 215.9 × 355.6 mm.	
10	Long documents	Support long-page scanning up to at least 6,096 mm.	
11	Paper weight	Supported paper weight range to include 20 to 465 g/m²;	
12	Cards and booklets	Plastic cards up to 1.4 mm thick; booklets less than 7 mm thick. Manual feed mode for IDs, passports and pamphlets;	

No.	Component	Minimum Technical specifications	Bidder's Compliance
13	Background selection	Selectable white and black scanning backgrounds.	
14	Feed control	Automatic separation control or equivalent; ultrasonic overlap detection and document-length detection for multifeed detection.	
15	Paper protection	Paper protection using image monitoring and sound detection, or equivalent functionality to detect and help prevent document damage.	
16	Image alignment	Automatic deskew, cropping and overscan control or equivalent to support complete document capture.	
17	Image enhancement	Automatic colour detection, blank-page detection, multi-image output, threshold adjustment, colour dropout, hole-punch removal, edge filling, vertical-streak reduction and background-pattern removal.	
18	USB connectivity	USB 3.2 Gen 1 (5 Gbit/s) or better, with USB 2.0 backward compatibility.	
19	Network connectivity	Ethernet supporting 10/100/1000 Mbit/s with auto-negotiation. Bidder to describe network scanning configuration and any host software required.	
20	Windows drivers	TWAIN, TWAIN x64, ISIS and WIA drivers supplied for the offered scanner, with supported versions identified.	
21	Operating systems	Windows 11 support required. Bidder to declare supported Windows Server, macOS and Ubuntu Linux versions and any feature limitations; provide ICA/SANE drivers where applicable.	
22	Capture software	Supply document capture and scan-utility software equivalent to the bundled PaperStream Capture and ClickScan functions, together with OCR software equivalent to the listed ABBYY FineReader for ScanSnap.	
23	Administration and licensing	Supply device configuration, error-recovery guidance and central administration software or equivalents. Identify included licences, licence terms, supported export formats and any recurring charges.	
24	Power input	AC 100-240 V, 50/60 Hz. Supply AC adapter and power lead suitable for use in Kenya.	
25	Power consumption	Operating: no more than 28 W; sleep: no more than 2.0 W on LAN and 1.4 W on USB; auto standby: no more than 0.2 W. Declare availability and consumption of economy mode.	
26	Operating environment	Support operation from 5 to 35°C and 15 to 80% relative humidity, non-condensing.	
27	Environmental compliance	ENERGY STAR and RoHS compliance, or documented equivalent standards.	
28	Supplied accessories	ADF paper chute, AC adapter, AC power cable, USB cable and installation software/media or official download access.	

No.	Component	Minimum Technical specifications	Bidder's Compliance
29	Consumables disclosure	Identify pick and brake rollers, replacement intervals and unit costs. Reference model intervals are 200,000 sheets or one year for each roller;	
30	Warranty	Minimum three-year warranty proposed, with advance unit replacement or equivalent service. Provide written confirmation of validity in Kenya, service provider, response/replacement times and exclusions.	
31	Delivery and commissioning	Proposed additional requirement: supply new, unused equipment; install, configure and demonstrate simplex/duplex and network scanning, and provide basic operator training and manuals.	

ITEM 9: SHREDDER - 3NO

No.	Component	Required technical specifications	Bidder's compliance
1	Shredding mechanism	Cross-cut document shredder.	
2	Security level	Minimum DIN P-4 paper security classification.	
3	Shred size	4 × 38 mm particles, or smaller while meeting the required capacity.	
4	Sheet capacity	Minimum 15 sheets per pass at 70/80 gsm.	
5	Paper entry width	Minimum 230 mm, accommodating A4 paper without folding.	
6	Feed mechanism	Manual sheet feeding with automatic paper detection.	
7	Operating run time	up to 60 minutes per operating cycle.	
8	Waste bin	Minimum 40-litre pull-out bin	
9	Materials handled	Paper, staples, paper clips, credit cards and CDs/DVDs	
10	Jam prevention	Fellowes 100% Jam Proof System, or equivalent overload detection and jam-prevention technology.	
11	Operator safety	SafeSense, or equivalent touch-sensitive system that stops shredding when hands touch the paper-entry area.	
12	Noise reduction	SilentShred, or equivalent noise-reduction technology.	
13	Energy saving	Automatic power-saving mode after inactivity;	
14	Mobility	Castor wheels for repositioning	

No.	Component	Required technical specifications	Bidder's compliance
15	Power supply	Factory-rated for 220–240 V AC, 50 Hz, with a compatible Kenyan Type G plug	
16	Shredder lubricant	Supply two bottles of manufacturer-approved shredder oil, minimum 350 ml each.	
17	Waste bags	Supply one pack of at least 50 compatible shredder waste bags suitable for the 53-litre bin.	
18	Machine warranty	Minimum two-year manufacturer-backed warranty. State local service arrangements, exclusions and response times	
19	Cutter warranty	Manufacturer-backed cutter warranty of 10 years or longer, supported by written terms applicable to the supplied model in Kenya.	
20	Delivery and commissioning	Deliver, assemble, test and demonstrate safe operation at the designated office.	
21	Documentation	Manufacturer's datasheet, operating manual, serial number and warranty certificate.	

ITEM 10: ELECTRONIC DOCUMENT SIGNING MACHINE - 1 NO.

No.	Component	Minimum technical specifications	Bidder's compliance
1	Device type	Computer-connected interactive pen display for document review, annotation and handwritten electronic signature capture.	
2	Display	Minimum 15-inch IPS, 1920 × 1080 Full HD, 16:9 aspect ratio.	
3	Screen surface	Tempered glass with anti-glare treatment.	
4	Display performance	Typical brightness 210 cd/m²; contrast 1000:1; viewing angles 176° horizontal and vertical, or better.	
5	Pen technology	Electromagnetic Resonance (EMR); Wacom Pro Pen 2 or compatible equivalent	
6	Pressure sensitivity	Minimum 8,192 pressure levels.	
7	Input method	Pen input	
8	Pen resolution and accuracy	5,080 lpi coordinate resolution; centre accuracy ±0.5 mm, or better.	
9	Interfaces	HDMI video input and USB 2.0 data connection.	
10	Signature-data encryption	AES-256 / RSA-2048 capability, supported by the supplied software integration.	
11	Stand and mounting	Integrated 19° stand; 75 × 75 mm VESA mounting support.	

No.	Component	Minimum technical specifications	Bidder's compliance
12	Physical security	Kensington-compatible security-lock slot.	
13	Power	100–240 V AC, 50/60 Hz adapter; maximum rated consumption 27 W.	
14	Windows compatibility	Support Windows 11 64-bit on KISM's designated computers. Supply and install the current manufacturer-supported driver and confirm processor-architecture compatibility.	
15	Signing software	Wacom sign pro PDF or equivalent licensed Windows software. State edition, licence type, number of users/devices, term and renewal costs.	
16	PDF/ Office-document/ ERP workflows	Installation should be adapted for KISM's Windows-based environment and institutional document workflows with ability to open institutional portal and documents, review and navigate pages, complete supported form fields, annotate and place handwritten signatures in designated locations.	
17	Signature capture	Capture handwritten signatures directly on the displayed document. State whether pressure and timing data are captured, retained and protected.	
18	Document integrity	Associate the captured signature with the relevant document and provide a documented method of detecting subsequent alteration.	
19	Signing records	Record the document reference, signing date/time and available signer-identification information. State whether timestamps use the workstation clock or a trusted timestamp service.	
20	Institutional storage	Save signed documents to KISM-approved local or network locations, with access controlled through institutional permissions.	
21	User access	Operate within KISM's Windows user-account environment. Routine signing should not require local administrator privileges after installation.	
22	EDMS/ERP integration	State available integration methods and dependencies for KISM's document-management or ERP systems. Include custom integration, SDK licences and development services where required.	
23	Certificate-based signatures	Separately identify and price any digital certificates, PKI integration or trusted timestamp services required by KISM. Handwritten signature capture must not be presented as automatically providing these services.	

No.	Component	Minimum technical specifications	Bidder's compliance
24	Accessories	Pen, pen holder, tether, replacement nibs, nib-removal tool, 3-in-1 cable, AC adapter, compatible physical cable lock, and power cable. Include a Kenyan-compatible Type G plug.	
25	Portrait operation	Support portrait and landscape display configuration.	
26	Warranty	Minimum three-year manufacturer-backed hardware warranty, valid in Kenya. State local repair/replacement arrangements and response times.	
27	Installation	Install drivers and signing software; configure display mapping, pen calibration, document-storage paths and approved user access.	
28	User training	Train nominated KISM users and ICT staff on document preparation, signing, verification, storage, pen care and troubleshooting.	
29	Support	Include at least 12 months of software configuration and technical support.	
30	Documentation	Supply manufacturer's datasheet, user instructions, licence entitlements, serial numbers, warranty evidence and configuration handover.	
31	Acceptance testing	On a KISM working enviroment, demonstrate opening a sample institutional PDF, reviewing pages, signing, saving to an approved location, reopening the signed document and checking its integrity.	

ITEM 11: GRAPHIC DESIGN WORKSTATIONS - 2 NO.

	Component	Minimum technical specifications	Bidder's compliance
1	Form factor	Tower workstation with manufacturer-approved cooling system	
2	Processor	Intel Core i9-14900K, 24 cores, 32 threads, 36 MB cache, maximum turbo frequency up to 6.0 GHz; or equivalent performance.	
3	Chipset	Intel W680 or equivalent workstation chipset.	
4	Memory	32 GB DDR5, preferably 2 × 16 GB for dual-channel operation; minimum 4800 MT/s effective speed.	
5	Memory expansion	Four DIMM slots;	

	Component	Minimum technical specifications	Bidder's compliance
6	Primary storage	One 2 TB PCIe Gen4 ×4 NVMe TLC M.2 SSD, Operating system installed on SSD.	
7	Additional storage	2 TB SATA HDD	
8	Graphics card	NVIDIA RTX A4000, with 16 GB dedicated GDDR6 ECC graphics memory, or equivalent	
9	Graphics outputs	Four DisplayPort outputs on the reference GPU; support the supplied monitor at 3840 × 2160, 60 Hz.	
10	Graphics drivers	Manufacturer-supported professional drivers appropriate to the intended CAD, GIS and media applications.	
11	Operating system	Genuine Windows 11 Pro 64-bit, licensed and activated.	
12	Application software	Microsoft Office 2024 Pro with perpetual license	
13	Wired networking	Integrated Gigabit Ethernet, RJ-45.	
14	Wireless connectivity	Wi-Fi 6E and Bluetooth 5.3, or better, supplied with required antennas.	
15	USB connectivity	Minimum six USB Type-A ports, including four supporting 10 Gbps.	
16	Audio	Headset connection and integrated audio.	
17	Power supply	700 W, approximately 92% efficient, or manufacturer-approved equivalent suitable for the complete configuration.	
18	Electrical compatibility	Compatible with Kenya's 240 V, 50 Hz supply; include Type G power cable.	
19	Security requirements	TPM 2.0, Secure Boot, BIOS administrator password and manufacturer-supported BIOS protection/recovery.	
20	Firmware and drivers	Latest manufacturer-approved stable BIOS, firmware and drivers installed before acceptance.	
	Monitor Specifications		
21	Screen size and panel	Minimum 27-inch, flat IPS Black or equivalent panel; anti-glare finish.	
22	Resolution	4K UHD, 3840 × 2160 at 60 Hz.	
23	Colour coverage	100% sRGB and at least 98% Display P3.	
24	Colour calibration	Factory calibrated; calibration report supplied.	
25	Colour depth	Support approximately 1.07 billion colours; 8-bit + FRC acceptable.	
26	Brightness and contrast	400 cd/m² brightness and 2000:1 static contrast, or better.	
27	Connectivity	DisplayPort 1.4 and HDMI 2.0 inputs; USB hub with compatible upstream connection.	

	Component	Minimum technical specifications	Bidder's compliance
28	Ergonomics	Height adjustment, tilt, swivel and portrait pivot; VESA 100 × 100 mm mounting support.	
29	Eye comfort	Flicker-free operation and hardware low-blue-light technology.	
30	Cables	DisplayPort cable, USB upstream cable and Kenyan-compatible power cables included.	
31	Keyboard and mouse	Full-size USB keyboard with numeric keypad and ergonomic optical mouse.	
32	Configuration evidence	Exact workstation and monitor product numbers; component list showing CPU, RAM arrangement, SSD, GPU and power supply.	
33	Installation	Delivery, setup, operating-system activation, network configuration and monitor adjustment at the designated office.	
34	Workstation warranty	Minimum three-year manufacturer-backed warranty, covering parts and labour, valid in Kenya.	
35	Monitor warranty	Minimum three-year manufacturer-backed warranty, with local service arrangements stated.	

ITEM 12: VIDEO CAMERA - 2NO

SN	Component	Minimum Technical specifications	Bidder's Compliance
1	Imaging System	Sensor Type: Three 1/2-inch type Exmor R 4K CMOS sensors. Sensitivity: High sensitivity of F12 at 1080/59.94p or F13 at 1080/50p. Signal-to-Noise Ratio: 62 dB. Processor: BIONZ XR image processing engine.	
2	Lens & Optical Performance	Zoom: 17x Optical Zoom (30.3mm 515mm 35mm equivalent). Aperture: f/1.9 constant throughout the entire zoom range. Lens Control: Three independent manual rings for Focus, Zoom, and Iris with physical "hard stops." Filter System: Built-in Electronic Variable ND filter (1/4 to 1/128) with Auto ND support.	
3	Recording & Video Formats	Resolution & Frame Rates: 4K UHD: Up to 60p. Full HD (FHD): Up to 120p. Recording Codecs: * XAVC Intra and XAVC Long. MPEG HD422: Global broadcast standard. Color Space: Supports S-Cinetone, S-Log3, HLG (Hybrid Log-Gamma), and ITU-709. Media Slots: Dual slots supporting Cfexpress Type A and SDXC (UHS-II) cards.	

4	AI & Autofocus Technology	AI Processing Unit: Dedicated chip for advanced subject recognition. Subject Tracking: Human pose estimation (tracks subjects even when they turn away or wear masks). Auto Framing: Automatically tracks and crops into a subject to maintain a professional composition without manual camera movement.	
5	Connectivity & Workflow	Video Outputs: 12G-SDI, HDMI 2.0. Sync & Timecode: Dedicated BNC connectors for Timecode In/Out and Genlock In. Network: Built-in Wi-Fi (2.4/5GHz) and 1000BASE-T Ethernet. Supports SRT and RTMP/S for direct-to-cloud streaming. Data Security: Supports C2PA (Content Provenance and Authenticity) to embed digital signatures for footage verification.	
6	Physical & Audio	Audio: 4-channel recording; 2x 3-pin XLR inputs + Multi-Interface (MI) Shoe for cable-less microphone attachments. Weight: Approximately 2.6 kg (5.7 lbs) for the body only. Mounting: Includes a unique side V-mount for attaching 5G transmitters or external batteries.	
7	Warranty	1-year Manufacturer warranty with onsite support	
8	Accessories	i. Professional Heavy-duty Tripod Stand (load capacity of 15kg, fluid head with quick release plate, adjustable height with lockable legs) ii. Large Acoustic Camera bag with high impact protection foam. Reinforced base and weather proof fabric, adjustable compartment for camera and accessories. iii. Ten (10) Camera Memory cards: 256GB SDXC UHS-1 (200Mb/s) or equivalent compatible with supplied camera iv. Two (2) spare batteries (same as default in the camera)	
For the purpose of technical evaluation, **original, detailed and clearly highlighted brochures** of the proposed equipment must be submitted.			

ITEM 13: STILL CAMERAS - 2NO.

	Component	Minimum Technical specifications	Bidder's Compliance
1	Camera Type & Imaging System	Professional full-frame mirrorless camera; 45.7-megapixel stacked CMOS sensor; EXPEED 7 processor;	
2	Image Formats & Sensitivity	14-bit NEF RAW, JPEG and HEIF; native ISO 64–25,600.	
3	Autofocus & Stabilisation	Subject-detection autofocus with eye detection and tracking; five-axis in-body image stabilisation.	

	Component	Minimum Technical specifications	Bidder's Compliance
4	Continuous Shooting & Shutter	Full-resolution RAW shooting up to 20 fps, with autofocus/exposure tracking; electronic shutter up to 1/32,000 second.	
5	Viewfinder & Display	Approximately 3.69-million-dot electronic viewfinder and 3.2-inch tilting touchscreen.	
6	Video Capability	8K UHD up to 30p, internal 8.3K RAW up to 60p, and 4K UHD up to 120p.	
7	Recording Media	Two slots: one CFexpress Type B/XQD and one SD UHS-II. These are different card types and must be supplied accordingly.	
8	Connectivity	USB-C data/power connections, HDMI, microphone and headphone connections, Wi-Fi and Bluetooth.	
9	Standard Zoom Lens	One NIKKOR Z 24–70 mm f/2.8 S-series lens, or compatible equivalent, with constant f/2.8 aperture, autofocus, hood, caps and protective pouch.	
10	Telephoto Lens	One NIKKOR Z 70–200 mm f/2.8 VR S-series lens, or compatible equivalent, with constant f/2.8 aperture, optical stabilisation, tripod collar, hood and caps.	
11	Wide-angle Lens	One 14–30 mm f/4 full-frame Z-mount lens, or equivalent, for interiors, large groups and infrastructure photography.	
12	External Flash	One Nikon-compatible TTL speedlight, supporting high-speed synchronisation, bounce/swivel head and wireless operation; include compatible radio trigger, diffuser, rechargeable batteries and charger.	
13	Memory Cards & Readers	Four (4) CFexpress Type B cards, minimum 512 GB each, four (4) 256 GB SDXC UHS-II V90 cards. Include compatible USB-C readers and protective card cases.	
14	Batteries & Charging	Standard supplied battery plus two (2) genuine EN-EL15c spare batteries; compatible external charger and USB-C power supply.	
15	Gimbal Stabilizer	3-Axis Motorized Stabilization ; Payload: Up to 3.5kg; Integrated OLED Display ;Modes: Pan Follow, Lock, POV, and Inception; Battery Runtime: 10–12 Hours	
16	Tripod	One professional tripod and head with minimum 8 kg payload, quick-release plate	
17	Carrying Case	Padded weather-resistant backpack sized for the body, both lenses and flash; rain cover and padded strap.	
18	Cleaning Accessories	Lens-cleaning kit, microfibre cloths, blower and protective body/lens caps.	
19	Warranty	Minimum one-year written warranty covering the camera and supplied lenses, with an identified service arrangement in Kenya.	

	Component	Minimum Technical specifications	Bidder's Compliance
For the purpose of technical evaluation, **original, detailed and clearly highlighted brochures** of the proposed equipment must be submitted.			

ITEM 14: AERIAL/DRONE CAMERAS - 2NO.

	Component	Technical specifications	Bidder's Compliance
1	Aircraft Configuration	Portable, foldable quadcopter with integrated stabilised camera system.	
2	Main Camera	4/3-type CMOS sensor, 100 MP; approximately 28 mm equivalent lens, adjustable f/2–f/11 aperture; JPEG and DNG RAW photography.	
3	Additional Cameras	Approximately 70 mm equivalent, 48 MP medium telephoto camera and 168 mm equivalent, 50 MP telephoto camera.	
4	Video Recording	Main camera: 6K up to 60 fps, 4K up to 120 fps slow motion; 10-bit H.265 recording with D-Log/D-Log M and HLG options.	
5	Gimbal	Three-axis mechanical stabilisation, with vertical capture capability.	
6	Flight Performance	Manufacturer-rated maximum flight time at least 45 minutes;. Wind resistance 12 m/s.	
7	Navigation & Obstacle Sensing	Satellite positioning, omnidirectional vision sensing and forward LiDAR-assisted obstacle detection.	
8	Storage & Transmission	At least 64 GB nominal internal storage, expandable via microSD; 1080p live view to a compatible controller.	
9	Remote Controller	One manufacturer-compatible controller with integrated daylight-readable display, minimum 5.5 inches, rechargeable battery and screen protector; operation without reliance on a separate mobile phone.	
10	Flight Functions	Return-to-home, low-battery alerts, configurable altitude/distance limits, subject tracking and flight-log recording;	
11	Batteries & Charging	Three (3) flight batteries in total, compatible charging hub, manufacturer-approved AC charger and all charging cables.	

	Component	Technical specifications	Bidder's Compliance
12	Memory Cards	Four (4) 256 GB microSDXC UHS-I U3/V30 cards or better, selected from the manufacturer's compatible-card list; USB-C reader and protective case.	
13	Filters & Spare Parts	Compatible ND filter set, including ND8, ND16, ND32 and ND64 or the manufacturer's closest approved set; two complete spare propeller sets, required fittings and tools.	
14	Transport & Field Accessories	Lockable protective hard case with fitted foam for aircraft, controller and batteries; gimbal protector; folding landing pad of at least 80 cm diameter; battery terminal protection.	
15	Registration & Operational Readiness	Supplier to provide serial-number and ownership documentation and facilitate applicable KCAA import/registration/operational requirements. (Identify and separately price any required pilot training, licensing, operational approvals and insurance. KCAA maintains the applicable UAS framework and approved-provider information).	
16	Power Compatibility	All mains-powered chargers shall support 240 V, 50 Hz, with suitable Kenyan Type G plugs.	
17	Training	Practical equipment training for at least four nominated officers, covering setup, pre-flight checks, camera operation, emergency procedures, battery care and footage transfer.	
18	Warranty	Minimum one-year written warranty, with local support arrangements and battery-warranty terms expressly stated.	
For the purpose of technical evaluation, **original, detailed and clearly highlighted brochures** of the proposed equipment must be submitted.			

ITEM 15: TYPE A TABLETS - 8NO.

Component	Technical specifications	Bidder's Compliance
Chipset	CPU: 10-core (1TB); GPU: 10-core with 3rd-generation hardware-accelerated ray tracing. ; 16-core Neural Engine; Memory Bandwidth: 153 GB/s	
Display (Ultra Retina XDR)	**Technology:** Tandem OLED (two layers of OLED for extreme brightness and longevity); **Brightness:** 1000	

Component	Technical specifications	Bidder's Compliance
	nits max (SDR/HDR), 1600 nits peak (HDR).; **Resolution:**2420 x 1668 at 264 ppi.	
Memory & Storage	Unified Memory (RAM):16GB RAM: Storage: 1TB (using faster NVMe SSDs)	
Camera System	**Rear Camera:** 12MP Wide (f/1.8 aperture), LiDAR Scanner, and Adaptive True Tone flash. **Front Camera:** 12MP Ultra Wide (f/2.0) **landscape-oriented** with Center Stage.	
Connectivity & Battery	**Wireless: Wi-Fi 7** (802.11be), **Bluetooth 6**, and Thread networking support. **Modem:** New Apple-designed **C1X 5G modem** (Cellular models) for faster, more efficient data. **Port:** Thunderbolt / USB 4 (up to 40Gb/s). **Fast Charging**. **Battery Life:** Rated 10 hours or more of web surfing or video playback. **eSim** support	•
Charging system and accessories	Thunderbolt / USB 4 port; USB-C Charge Cable (1 meter); 20W USB-C Power Adapter	
Sound	Speakers: Four speaker audio Microphones: Studio-quality four-mic array for calls, video recording, and audio recording	
Operating system	iPadOS 26	
Language Support	English (UK, US), Chinese, French, Spanish	
Accessories	Leather cover and Executive sleeve, Fast charger	
Environmental Require-ments	Operating ambient temperature: 0° to 35° C	
External Keyboard	New Pro Magic Keyboard (ForM5 Pro) • Machined Aluminum Palm Rest Material • Large Glass (Haptic Feedback) Trackpad • Function Keys: 14-Key Function Row • Charging: USB-C Pass-through • Weight ~580g (Slightly lighter)	

Component	Technical specifications	Bidder's Compliance
Apple Pencil Pro	Features, Pressure Sensitivity; Wireless Charging; Squeeze & Barrel Roll; Find My Support; Hover Feature	
Warranty	1-year warranty	

ITEM 16: TYPE B TABLETS **20NO.**

S/No	ITEM	Minimum Specifications	Bidder's Compliance
1.	Processor / Chip	High-performance octa-core processor, 3.5 GHz or higher peak frequency;	
2.	GPU	Integrated flagship-class GPU; equivalent to or better than Immortalis-G925	
3.	RAM	12GB minimum	
4.	Display	12.4″ AMOLED/OLED touchscreen; 120Hz refresh rate or higher; anti-reflection coating preferred	
5.	Screen Resolution	2960 × 1848 or higher (WQXGA+ class)	
6.	Storage Capacity	512GB internal storage;	
7.	Front Camera	12MP or higher ultra-wide front camera with video conferencing and auto-framing/Center Stage-type functionality	
8.	Rear Camera	13MP or higher rear camera; ultra-wide secondary camera preferred	
9.	Battery & Charging	11,000 mAh or higher; fast wired charging of 45W or higher	
10.	Connectivity	5G, Wi-Fi 7, Bluetooth 5.4 or newer, GPS/GNSS, USB Type-C; cellular/SIM and eSIM support	
11.	USB Protocol / Speed	USB Type-C 3.2 Gen 1 or faster; USB 3.x data transfer; DisplayPort/External Display support preferred	
12.	Operating System	Android 17 or later, with manufacturer security updates and enterprise/security support	
13.	Keyboard Casing	Detachable premium keyboard case included; full-size/comfortable keyboard, integrated trackpad/touchpad, adjustable kickstand, protective rear cover, dedicated function/shortcut keys, and tablet-compatible magnetic/POGO connection	
14.	Stylus / Pen	Active stylus included, with pressure sensitivity and low-latency writing/drawing support	
15.	Audio	Quad stereo speakers with high-quality audio; multiple microphones for video conferencing	

16.	Security	Fingerprint authentication and/or secure facial authentication; hardware-backed security/secure boot	
17.	Durability	Premium metal construction; scratch-resistant display; IP68 water/dust resistance preferred	
18.	Warranty	Minimum 1-year manufacturer warranty; keyboard casing and stylus covered under warranty where applicable	
19.	Accessories	Protective sleeve	

PART 3 - Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

1.1 The 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.

(l) "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 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 B 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. 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

31.1 Unless otherwise specified in the Contract, if after the date of 28 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 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 TO GENERAL CONDITIONS

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;[1] (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 inspect[3] 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.

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1 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 sub-contractor, 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.

2 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.

3 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.

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: **Government of Kenya**
GCC 1.1(j)	The Purchaser is: **State Department for Roads**
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: **State Department for Roads, Transcom House along Ngong Road.**
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: **Incoterms 2020**
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 **notices**, the Purchaser's address shall be: Attention: **The Principal Secretary** **State Department of Roads** Street Address: **Ngong Road** Floor/ Room number: **10th Floor, Works Building** City**: Nairobi** Country: **Kenya** Telephone: **+254 (20) 2723232** Electronic mail address: scms@roads.go.ke
GCC 9.1	The governing law shall be the law of: **Laws of Kenya**
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

	[***(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 adjudication or arbitration in accordance with the laws of the Purchaser's Country.
GCC 13.1	To be filled after award Details of Shipping and other Documents to be furnished by the Supplier are [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc]. 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	Not Applicable GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for its personnel carrying out *[state as applicable: installation/ operation/ maintenance/ operation and maintenance]* 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) 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) 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 *[state as applicable: installation/operation/maintenance/operation and maintenance]* 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 *[state as applicable: installation / operation / maintenance/ operation and maintenance]* 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 **shall not** be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment **N/A**
GCC 16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

	100% payment of the contract price in Kenya shillings (Kshs) upon delivery and inspection of the goods by the Inspection and Acceptance Committee (Issuance of Inspection and Acceptance certificate). .
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be *60* days. The interest rate that shall be applied is *1 % of the balance per month*
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 a bank guarantee issued by a reputable bank located in Kenya, The Performance security shall be denominated in Kenya Shillings
GCC 18.4	Discharge of the Performance Security shall take place: **as indicated in sub clause GCC 18.4**
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **Country:** KENYA **Name of Project:** HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT **Contract Title: Supply, Delivery, Installation and Testing of ICT Equipment LOT 1: Computing Devices, LOT 2: Printing, Scanning & Document Management Equipment, LOT 3: Specialized ICT, Design & Multimedia Equipment for the State Department for Roads and The Kenya Institute for Supplies Management** **Credit No.: _67680KE** **RFB Reference No.:** …… Documentation – Parts catalogue (Soft and Hard Copy), Repair manual (Soft and Hard Copy), Operations manual, Maintenance manual, and Warranty booklet in English version
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	The Supplier is required under the Contract to transport the Goods to the Ministry of Road sand Transport, State Department for Roads, Transcom

	House; defined as the Project Site, including insurance and storage before delivery, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
GCC 25.2	Incidental services to be provided are: Selected services covered under GCC Clause 25.2. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: **Inspection by the Inspection and Acceptance committee carried out once**
GCC 26.2	The Inspections and tests shall be conducted at State Department for Roads, Works Building along Ngong Road.
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amounts of liquidated damages shall be: 10%
GCC 28.3	The period of validity of the Warranty shall be 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 For purposes of the Warranty, the place(s) of final destination(s) shall be: State Department of Roads. The supplier will be required to 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 5% per week *[The rate should be higher than the adjustment rate used in the Bid evaluation under BDS 34.6(f)]*
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 14 days.
GCC 33.4	N/A

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1	=	adjustment amount payable to the Supplier.
P_0	=	Contract Price (base price).
a	=	fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
b	=	estimated percentage of labor component in the Contract Price.
c	=	estimated percentage of material component in the Contract Price.
L_0, L_1	=	*labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
M_0, M_1	=	*material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b = *[insert value of coefficient]*
c = *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is

entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1, where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

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.]*

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 <u>this</u> 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.

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 Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [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.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

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 Form*s* 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

Option 1: (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.

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[1] *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.*

[2] *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*

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.

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 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."

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Supplier") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier's performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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:

(d) has used the advance payment for purposes other than toward delivery of Goods; or

(e) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

[1] *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.*

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.