

REPUBLIC OF KENYA



THE AFRICAN DEVELOPMENT BANK



**MINISTRY OF EDUCATION, STATE  
DEPARTMENT FOR VOCATIONAL  
AND TECHNICAL TRAINING**

**STANDARD BIDDING DOCUMENT  
FOR  
PROCUREMENT OF GOODS**

**AFRICAN DEVELOPMENT BANK**

**SEPTEMBER 2010, REVISED FEBRUARY 2018**

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# Foreword

This Standard Bidding Document (SBD) for Procurement of Goods (together with its User's Guide) has been prepared by the African Development Bank and is based on the 2008 and 2009 versions of the Cross-Harmonised Master Document for Procurement of Goods prepared by the Multilateral Development Banks and International Financing Institutions. This SBD reflects the structure and the provisions of the Master Document for Procurement of Goods, except where specific considerations within the African Development Bank have required a change.

This SBD for Procurement of Goods shall be used by Borrowers for procuring Goods contracts valued higher than UA 300,000 under International Competitive Bidding (ICB) procedures. However, this SBD may also be adapted for National Competitive Bidding (NCB) situations, where conditions have been determined to be appropriate, with the approval of the Bank.

The Bank's procurement rules stipulates that bidders may send copies of their communications with the Borrowers to the Bank or write to the Bank directly when, Borrowers do not respond promptly, any questions on any issues regarding the implementation of Bank funded projects, or when the communication is a complaint against the Borrower. In this regard, if a bidder wishes to protest against a decision made by a Borrower or the Bank with regards to the procurement process or wishes to inform the Bank that the Bank's procurement rules and/or provisions of the bidding documents have not been complied with, an email can be sent to the following address:

Email: [procurementcomplaints@afdb.org](mailto:procurementcomplaints@afdb.org)

The Bank's documentation on the SBD for Procurement of Goods has been organized into two (2) separate volumes:

SBD for Procurement of Goods; and  
User's Guide for the SBD for Procurement of Goods.

Those wishing to submit comments or questions on these documents, or to obtain additional information on procurement under Bank-financed projects, are encouraged to contact:

Fiduciary Services & Inspection Department (SNFI)  
African Development Bank ([www.afdb.org](http://www.afdb.org))  
Headquarters - Abidjan (Côte d'Ivoire)  
5 Avenue Joseph Anoma  
01 B.P. 1387, Abidjan 01  
Côte d'Ivoire

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Tel.: +225 - 2026 3900  
E-mail: [procurementpolicy@afdb.org](mailto:procurementpolicy@afdb.org)



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# Summary Description

The use of this Standard Bidding Document for Procurement of Goods and its User's Guide normally applies in situations where no Prequalification has taken place before bidding.

However, if a Prequalification process is undertaken, then the Qualification Criteria stipulated in Section III, Evaluation and Qualification Criteria must be updated to ensure that the Bidder and any Subcontractors shall meet or continue to meet the Criteria used at the time of Prequalification.

A brief description of the parts, sections, and contents is given below.

## SBD for Procurement of Goods

### PART 1 – BIDDING PROCEDURES

#### Section I: Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

#### Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to the bidding process and supplement Section I, Instructions to Bidders.

#### Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid and the requirements for the Bidder's qualification to perform the contract.

#### Section IV: Bidding Forms

This Section includes the forms which are to be completed by the Bidder and to be submitted as part of its bid.

#### Section V. Eligible Countries

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This Section includes information regarding eligible countries.

## **PART 2 – PURCHASER’S REQUIREMENTS**

### **Section VI. Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VII. General Conditions (GC)**

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

### **Section VIII. Particular Conditions (PC)**

This Section contains clauses specific to each contract that modify or supplement Section VII, General Conditions.

### **Section IX: Contract Forms**

This Section includes the forms which, once completed, will form part of the contract. These forms shall be completed only by the successful Bidder after contract award.

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**PROCUREMENT DOCUMENT**

**BIDDING DOCUMENT FOR  
PROCUREMENT OF GOODS**

**PROCUREMENT OF: ICT EQUIPMENT AND  
FURNITURE FOR WANGARI MAATHAI  
INSTITUTE FOR PEACE AND ENVIRONMENTAL  
STUDIES**

**ISSUED ON: OCTOBER, 2021**

**ICB NO: ICB/MOE/TVET PHASE II /4/2020  
-2021**

**PURCHASER: Ministry of Education -  
State Department for Vocational and  
Technical Training Support to  
Technical and Vocational Education  
and Training and Entrepreneurship  
(TVETE) Project - (GOK/AfDB TVET  
PHASE III PROJECT)**

## **COUNTRY: KENYA**

### **Preface**

This Bidding Document for Procurement of Goods has been prepared by The Ministry of Education, State Department for Vocational and Technical Training and is based on the Standard Bidding Document for Procurement of Goods issued by the African Development Bank, dated June 2010.

The Standard Bidding Document for Procurement of Goods reflects the structure and the provisions of the Master Document for Procurement of Goods, prepared by Multilateral Development Banks and International Financing Institutions, except where specific considerations within the African Development Bank have required a change.



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# Standard Bidding Document

## Table of Contents

<b>PART 1 - Bidding Procedures</b> .....	<b>8</b>
Section I. Instructions to Bidders .....	9
Section II. Bid Data Sheet .....	43
Section III. Evaluation and Qualification Criteria .....	49
Section IV. Bidding Forms .....	65
Section V. Eligible Countries .....	85
<b>PART 2 - Purchaser's Requirements</b> .....	<b>89</b>
Section VI. Requirements .....	91
<b>PART 3 -Conditions of Contract and Contract Forms</b> .....	<b>155</b>
Section VII. General Conditions .....	156
Price Adjustment Formula (Sample) .....	195
Section IX. Contract Forms .....	197

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# **PART 1 - Bidding Procedures**

# Section I. Instructions to Bidders

## Table of Contents

<b>A. General</b>	<b>1-5</b>
1. Scope of Bid	1-5
2.	Source of Funds
1-5	
3.	Fraud and Corruption
1-5	
4.	Eligible Bidders
1-8	
5.	Eligible Goods and Related Services
1-10	
<b>B. Contents of Bidding Document</b>	<b>1-10</b>
6.	Sections of Bidding Document
1-10	
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	1-11
8.	Amendment of Bidding Document
1-12	
<b>C. Preparation of Bids</b>	<b>1-12</b>
9.	Cost of Bidding
1-12	
10.	Language of Bid
1-12	
11.	Documents Comprising the Bid
1-13	
12.	Letter of Bid and Price Schedules
1-14	
13.	Alternative Bids
1-14	
14.	Bid Prices and Discounts
1-14	
15.	Currencies of Bid and Payment
1-16	
16. Documents Establishing the Qualifications of the Bidder	
1-16	
17. Documents Establishing the Eligibility of the Goods and Related Services	1-16

18.	Period of Validity of Bids	
1-16		
19.	Bid Security	
1-17		
20.	Format and Signing of Bid	
1-18		
<b>D. Submission and Opening of Bids</b>		<b>1-19</b>
21.	Submission, Sealing and Marking of Bids	
1-19		
22.	Deadline for Submission of Bids	
1-20		
23.	Late Bids	
1-20		
24.	Withdrawal, Substitution, and Modification of Bids	
1-20		
25.	Bid Opening	
1-21		
<b>E. Examination of Bids</b>		<b>1-22</b>
26	Confidentiality	1-22
27.	Clarification of Bids	
1-22		
28.	Determination of Responsiveness	
1-22		
<b>F. Bid Evaluation and Comparison</b>		<b>1-24</b>
29.	Correction of Arithmetical Errors	
1-24		
30.	Conversion to Single Currency	
1-24		
31.	Bid Adjustments	
1-24		
32.	Qualification of the Bidder	
1-24		
33.	Comparison of Bids	
1-25		
34.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	1-25
<b>G. Award of Contract</b>		<b>1-25</b>
35.	Award Criteria	
1-25		
36.	Notification of Award	
1-25		
37.	Signing of Contract	
1-26		

38.  
1-26

Performance Security

# Section I. Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 The Purchaser indicated in Section II, Bid Data Sheet (BDS) issues this Bidding Document for the procurement of Goods and related services as specified in Section VI, Requirements. The name, identification, and number of lots are provided in the BDS.
  - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, General Conditions.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the African Development Bank (hereinafter called "the Bank") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments 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 financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3. ***Fraud and Corruption***
  - 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank

Financing), Bidders, Suppliers, contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts<sup>1</sup>. In pursuance of this policy, 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<sup>2</sup>;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party<sup>3</sup> to obtain financial or other benefit or to avoid an obligation;

(iii) “Collusive Practice” is an arrangement between two or more parties<sup>4</sup>, designed to achieve an improper purpose, including to influence improperly the actions of another party; and

(iv) “Coercive practice” is impairing or harming, or threatening to impair

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<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;

(v) “Obstructive practice” is

(v.1) 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

(v.2) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 3.1(e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part

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<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.



of the proceeds of such Financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures<sup>6</sup>, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; (ii) to be a nominated<sup>7</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (e) will require that a clause be included in Bidding Documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, and records and other documents relating to the submission of bids and contract

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<sup>6</sup> *A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.*

<sup>7</sup> *A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either 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 requirement for the particular bid; or (ii) appointed by the Borrower."*

performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provisions stated in Section VII, General Conditions.

#### 4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:

a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and

b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a

conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of Section VI, Requirements that are the subject of the bid; or
- (g) a Bidder or any of its affiliates has been hired, or is proposed to be hired, by the Purchaser or the Borrower for the supervision of the contract.

4.4 A Bidder that is under a declaration of ineligibility by the Bank in accordance with **ITB 3**, at the date of the deadline for bid submission or thereafter, shall be disqualified.

- 4.5 Government-owned entities in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser or the Borrower.
- 4.6 Bidders shall not be under execution of a Bid-Securing Declaration in the Purchaser's Country.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Firms from an eligible country shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; 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 from that country or any payments to persons or entities in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.10 A firm sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's policies on anti-corruption and fraud and Bank's sanctions procedures<sup>8</sup>, shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract,

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<sup>8</sup> See the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group and the Bank's Whistleblowing and Complaints Handling Policy. The Bank's sanctions procedures are publicly disclosed on the Bank's external website."

financially or in any other manner, during the period of time determined by the Bank.

**5. Eligible Goods and Related Services**

- 5.1 All goods and related services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of 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 imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consists 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. Bid Data Sheet (BDS)

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms  
 Section V. Eligible Countries

**PART 2 Purchaser's Requirements**

Section VI. Requirements

**PART 3 Conditions of Contract and Contract Forms**

Section VII. General Conditions (GC)  
 Section VIII. Particular Conditions (PC)  
 Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Bidder shall obtain the Bidding Document from the source stated by the Purchaser in the Invitation for Bids; otherwise the Purchaser is not responsible for the completeness of the Bidding Document.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days specified in the BDS. The Purchaser's response shall be in writing with copies 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. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided for in the BDS, the Purchaser will organize a site visit.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted

promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**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.

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 in that language, 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 ;
- (b) Completed Schedules as provided in Section IV, Bidding Forms;
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
- (d) at the Bidder's option, alternative proposals, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence establishing the eligibility of the Goods and Related Services offered by the Bidder, in accordance with ITB 17.1 ;
- (g) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;
- (h) documentary evidence as specified in the BDS, establishing the conformity of the goods and related services offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms;
- (i) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners;
- (j) any other document required in the BDS.

- 12. Letter of Bid and Price Schedules**
- 12.1 The Bidder shall submit the Letter of Bid using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as well as the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Purchaser's requirements as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Purchaser].
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be identified in the BDS, as will the method for their evaluation, and described in Section VI, Requirements.

**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 in ITB 14.2.
- 14.2 Unless otherwise provided in the BDS and the General Conditions (GC), the prices quoted by the Bidder shall be fixed.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid.
- 14.5 The terms *EXW*, *CIF*, *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.
- 14.6 Prices shall be quoted as required 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 the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country, in accordance with the Bank's Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) for Goods offered from within the Purchaser's Country:

- (i) the prices of the Goods, quoted as per Incoterms specified in the BDS;
  - (ii) sales tax and all other taxes applicable in the Purchaser's Country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's Country:
  - (i) the prices of the Goods, quoted as per Incoterms specified in the BDS;
  - (ii) all custom duties, sales tax, and other taxes applicable in the Purchaser's Country and payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (c) for Related Services:
  - (i) the price of the Related Services inclusive of all customs duties, sales tax, and other taxes paid or payable in the Purchaser's country, if the Contract is awarded to the Bidder.

14.7 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 28. 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.

14.8 If so indicated pursuant to ITB 1.1, bids are being invited for individual contracts

(lots) or for any combination of contracts (packages). Unless otherwise indicated 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 any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

- 15. Currencies of Bid and Payment** 15.1 The currency(ies) of the bid and the currency(ies) for payment shall be as specified in the BDS.
- 16. Documents Establishing the Qualifications of the Bidder** 16.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in Section IV, Bidding Forms.
- 16.2 If so required in the BDS, a Bidder shall submit the Manufacturer's Authorization, using the form included in Section IV, Bidding Forms where the Bidder does not manufacture or produce the Goods it offers to supply.
- 16.3 If so required in the BDS, a Bidder shall submit evidence that it will be 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 Requirements where a Bidder does not conduct business within the Purchaser's Country.
- 17. Documents Establishing the Eligibility of the Goods and** 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the forms, included in Section IV, Bidding Forms.

**Related  
Services****18. Period of  
Validity of  
Bids**

18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, 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**, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity 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 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**19. Bid  
Security**

19.1 The Bidder shall furnish as part of its bid, at the option of the Purchaser, and as stipulated in the BDS, the original of either a Bid-Securing Declaration or a bid security using the relevant form included in Section IV, Bidding Forms. In the case of a bid security, the bid security amount and currency shall be as 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 surety;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

From a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Purchaser's Country, the issuer shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. 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. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Pursuant to the option stipulated at ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration 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 furnishing of the performance security pursuant to ITB 38.

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 or the Bid-Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 37; or

(ii) furnish a performance security in accordance with ITB 38.

19.8 The Bid Security or the Bid Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

19.9 If a Bid-Securing Declaration is executed in accordance with ITB 19.7, the Purchaser will declare the Bidder ineligible to be awarded a contract by the Purchaser for the period of time stated in the Form of Bid-Securing Declaration.

**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." 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 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 have been made shall be signed or initialled by the person signing the bid.

20.3 A bid submitted by a JVCA shall comply with the following requirements:

- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners; and
- (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

#### **D. Submission and Opening of Bids**

#### **21. Submission, Sealing and Marking of Bids**

21.1 Bidders may always submit their bids by mail or by hand. If so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and copies of the Bid in separate sealed envelopes. If so permitted in accordance with ITB 13, alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY" These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

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 pursuant to ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening

21.3 If envelopes and packages 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 indicated 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**

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

**n, and  
Modification  
of Bids**

authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (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 ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "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 The Purchaser shall conduct the bid opening in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, 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. 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.

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. 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. Only bids that are opened and read out at bid opening shall be considered further.

25.3 The Purchaser shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, alternative bids, the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration. 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 who submitted

bids in time, and posted online when electronic bidding is permitted.

### **E. Examination of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence improperly the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.1, 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, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid, allowing a reasonable time for response. Any clarification submitted by a Bidder 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 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 29.
- 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. Determination of a Bid's**
- 28.1 The Purchaser's determination of a bid's

**tion of  
Responsiveness**

responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.

(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.

28.3 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 Requirements as specified in Section VI; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

28.4 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.

- 28.5 If a bid is not substantially responsive to the requirements of the 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.
- 28.6 Provided that a bid is substantially responsive, the Purchaser may waive any quantifiable nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 28.7 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 in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 28.8 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 the non-conforming item or component. The adjustment shall be made using the methodology indicated in Section III, Evaluation and Qualification Criteria.

## **F. Bid Evaluation and Comparison**

- 29. Correction of Arithmetical Errors**
- 29.1 The Purchaser shall use the criteria and methodologies indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 29.2 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors as indicated in Section III, Evaluation and Qualification Criteria.
- 29.3 If a Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited or the Bid -Securing Declaration executed.
- 30. Conversion to Single Currency**
- 30.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as specified in Section III, Evaluation and Qualification Criteria.
- 31. Bid Adjustments**
- 31.1 For evaluation and comparison purposes the Purchaser shall adjust the bid prices using the criteria and methodology specified in Section III. Evaluation and Qualification Criteria.
- 31.2 Unless otherwise specified in the BDS, no margin of domestic or regional preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria, and in accordance with the provisions stipulated in the Bank's Rules and Procedures for Procurement of Goods and Works.
- 32. Qualification of the Bidder**
- 32.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of



the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.

32.3 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 next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

32.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price.

**33. Comparison of Bids** 33.1 Subject to ITB 29, 30 and 31, the Employer shall compare all substantially responsive bids to determine the lowest evaluated bid.

**34. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 34.1 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.

### **G. Award of Contract**

**35. Award Criteria** 35.1 Subject to ITB 34.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest

evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

35.2 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 VI, 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.

**36. Notification of Award**

36.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of the Goods and Related Services (hereinafter and in the Contract Forms called "the Contract Price").

36.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

36.3 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding process, and shall publish in UNDB online and at the Bank's website ([www.afdb.org](http://www.afdb.org)), the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

### **37. Signing of Contract**

37.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.

37.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

37.3 Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 38, the Purchaser will discharge its Bid Security, pursuant to ITB 19.

37.4 Notwithstanding ITB 37.2 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 Contract 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 Agreement.

- 38. Performance Security** 38.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section IX, 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.

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, or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. General</b>	
ITB 1.1	The number of the Invitation for Bids is: <b>ICB/MOE/TVETE PHASE III /4/2020- 2021.</b>
ITB 1.1	The Purchaser is: <b>Ministry of Education, State department for Vocational and Technical Training - Support to Technical and Vocational Education and Training and Entrepreneurship (TVETE) Project - (GOK/AfDB TVETE PHASE III PROJECT)</b>
ITB 1.1	<p>The name of the bidding process is: <b>Supply, delivery, installation, calibration, commissioning and training on the use and maintenance of ICT equipment and Furniture</b></p> <p>The identification number of the bidding process is: <b>ICB/MOE/ TVETE PHASE III /4/2020-2021.</b></p> <p>There is ONE (1) lot in this bidding process namely: <b>ICT Equipment and Furnitutre for Wangari Maathai Institute for Peace and Environmental studies</b></p>
ITB 2.1	The Borrower is: <b><i>Republic of Kenya</i></b>
ITB 2.1	The specific Bank financing institution is: <b><i>ADF</i></b>
ITB 2.1	The name of the Project is: <b>Support to Technical and Vocational Education and Training and Entrepreneurship (TVETE) Project - (GOK/AfDB TVET PHASE III PROJECT)</b>
ITB 4.1 (a)	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
ITB 4.4	A list of debarred firms is available at <a href="http://www.afdb.org/debarred">http://www.afdb.org/debarred</a>
<b>B. Contents of Bidding Document</b>	
ITB 7.1	For <u>clarifications purposes</u> only, the Purchaser's address is:

	<p>Attention: The Project Coordinator</p> <p>Support to Technical and Vocational Education and Training and Entrepreneurship (TVETE) Project - (GOK/AfDB TVET PHASE III PROJECT) Teleposta Towers, Kenyatta Avenue Road Wing C, 24TH Floor Room 2412, P.O Box 9583-00200 NAIROBI- KENYA</p> <p>Electronic mail address: <a href="mailto:pc.afdbtvvetphase2@gmail.com">pc.afdbtvvetphase2@gmail.com</a></p> <p>Requests for clarifications should be received by the Purchaser no later than <b>[10 days]</b>, prior to the deadline for submission of Bids.</p>
ITB 7.4	<p>A Pre-Bid meeting <b>shall not</b> take place.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: N/A</p> <p>Time: N/A</p> <p>Place: N/A</p> <p>A site visit conducted by the Purchaser <b>shall not be</b> organized.</p> <p>If a Site Visit will take place, it will be at the following date, time and place:</p> <p>Date: N/A</p> <p>Time: N/A</p> <p>Place: N/A</p>
<b>C. Preparation of Bids</b>	
ITB 10.1	The language of the bid is: <b>English</b>
ITB 11.1 (h)	<p>The Bidder must provide the following documentary evidence to establish the conformity of the goods and Related Services with the Bidding Document such as <b>Brochures and Catalogues showing specifications of the items offered, manufacturers specifications and other literature providing the physical and performance characteristics of the items offered by the bidder</b></p>

	and Manufacturer's evidence for Conformity with health, safety, and environmental protection standards for products manufactured to European Economic Area (EEA) standards.
ITB 11.1 (j)	The Bidder shall submit with its bid the following additional documents: <b>Power of Attorney</b> <b>A guarantee of availability of spares and after sales services</b> <b>Valid Registration certificates</b>
ITB 13.1	Alternative bids are <b>not permitted</b>
ITB 13.2	Alternatives to the Time Schedule <b>shall not be permitted.</b> If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. <b>Not applicable</b>
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Goods and Related Services, as further detailed in the Specification: <b>none.</b> If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. <b>Not applicable</b> Alternative technical solutions for the following parts of the Requirements: <b>none</b> are permitted.
ITB 14.2	Prices shall be fixed.
ITB 14.5	The version of the Incoterms is: Incoterms 2010 published by the International Chamber of commerce
ITB 14.6(a)(i)	The Incoterm for quoting goods offered from within the Purchaser's country is: <b>CIP (Wangari Maathai Institute for Peace and Environmental Studies-University of Nairobi)</b>
ITB 14.6(b)(i)	The Incoterm for quoting goods offered from outside the Purchaser's country is: <b>CIP (Wangari Maathai Institute for Peace and</b>

	<b>Environmental Studies-University of Nairobi)</b>
<b>ITB 14.7</b>	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
<b>ITB 14.8</b>	Prices quoted for each lot shall correspond at least to <b>100%</b> of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to <b>100%</b> of the quantities specified for this item of a lot.
<b>ITB 15.1</b>	The currency(ies) of the bid and the payment currency(ies) shall be as described below:  <b>Bidders allowed to quote in local and foreign currencies</b>  (a) The unit rates and prices shall be quoted by the Bidder in the Price Schedules for Goods and Related Services, furnished in Section IV, Bidding Forms, separately in the following currencies:  (i) for those inputs to the Requirements that the Bidder expects to supply from within the Purchaser's country, in <b>KES</b> further referred to as "the local currency"; and  (ii) for those inputs to the Requirements that the Bidder expects to supply from outside the Purchaser's country (referred to as "the foreign currency requirements"), in <b>KES, EURO, USD and GBP ONLY</b> .  (b) Bidders may be required by the Purchaser to justify, to the Purchaser's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Price Schedules for Goods and Related Services, furnished in Section IV, Bidding Forms, are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
<b>ITB 16.2</b>	The Bidder <b>shall</b> submit with its bid, the Manufacturer's Authorization for all the items not manufactured by the bidder
<b>ITB 16.3</b>	The Bidder <b>shall</b> submit with its bid, evidence that



	it will be represented by an Agent in the country.
ITB 18.1	The bid validity period shall be: <b>120 Days</b> .
ITB 19.1	- The Bidder shall furnish a bid security in the amount of <b>Kenya Shillings One Million (KES 1,000,000)</b> and must be from a reputable commercial bank supervised by the Central bank of Kenya. (In Case of foreign firms the bid security shall be confirmed by a correspondent bank in Kenya supervised by the Central bank of Kenya)
ITB 20.1	In addition to the original of the bid, the number of copies is: <b>five (5)</b>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: <b>Power of Attorney</b>  (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and  (b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.”]
<b>D. Submission and Opening of Bids</b>	
ITB 21.1	Bidders shall not have the option of submitting their bids electronically.
ITB 21.1 (b)	The electronic bidding submission procedures shall be: <b>Not applicable</b>
ITB 22.1	For <b>bid submission purposes</b> only, the Purchaser’s address is:

	<p>Attention:</p> <p>The Head of Supply Chain Management Services  Ministry of Education - State Department for  Vocational and Technical Training  Directorate of Technical Education,  Kenyatta Avenue, Telposta Towers, 24<sup>th</sup> Floor, Room  2412  P.O Box 9583-00200  <b>NAIROBI-KENYA</b></p> <p>The deadline for bid submission is:</p> <p>Date: [Tuesday, 16<sup>th</sup> November 2021]  Time: [10.00 am Local Time]</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Ministry of Education - State Department for  Vocational and Technical Training  Directorate of Technical Education,  Kenyatta Avenue, Telposta Towers, 24<sup>th</sup> Floor, Board  Room  P.O Box 9583-00200</p> <p>Date: [Tuesday, 16<sup>th</sup> November 2021]  Time: [10.00 am Local Time]</p>
ITB 25.1	The electronic bid opening procedures shall be: [N/A]
<b>F. Bid Evaluation and Comparison</b>	
ITB 31.2	<p>A margin of domestic or regional preference shall not  apply.</p> <p>If a margin of domestic or regional preference  applies, the application methodology shall be: [N/A]</p>
<b>G. Award of Contract</b>	
ITB 35.2	<p>The maximum percentage by which quantities may be  increased is: 15%.</p> <hr/> <p>The maximum percentage by which quantities may be  decreased is: 15%.</p>

## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with ITB 28 and ITB 32, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

<b>1.</b>	<b>Evaluation Criteria and Methodology</b>
<b>1.1</b>	<b>Alternative Proposal N/A</b>
	Technical Alternative [N/A]
	Alternative Time for Completion [N/A]
<b>1.2</b>	<b>Correction of Arithmetical Errors (In accordance with ITB 29.1)</b>
(a)	Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly
(b)	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
(c)	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
(d)	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.
<b>1.3</b>	<b>Conversion to a Single Currency (In accordance with</b>

	<b>ITB 30)</b>
	<p><b>[In case of ICB]</b> The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is:</p> <p><b>[KES]</b></p> <p>The source of exchange rate shall be: <b>[The Central Bank of Kenya]</b>.</p> <p>The date for the exchange rate shall be: <b>[Tuesday, 16<sup>th</sup> November 2021]</b></p>
<b>1.4</b>	<b>Discounts (In accordance with ITB 14.4)</b>
	The Purchaser will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid, as read out at the Bid Opening.
<b>1.5</b>	<b>Quantifiable Nonmaterial Nonconformities (In accordance with ITB 28.8)</b>
	The adjustment shall be made using the following methodology: <b>[Not Applicable]</b>
<b>1.6</b>	<b>Margin of Domestic or Regional Preference (If permitted in accordance with ITB 31.2)- Not Applicable</b>
<b>1.7</b>	<b>[Insert the applicable criteria and methodology] - Not Applicable</b>
	<b>Any other Criteria or Methodology - Not Applicable</b>
<b>1.7</b>	<b>[Insert the applicable criteria and methodology] - Not Applicable</b>

## 2. Qualification Criteria

N.B.: This SBD for Procurement of Goods assumes that no Prequalification has taken place before bidding. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Bidder and any Subcontractors shall meet or continue to meet the Criteria used at the time of Prequalification.

<b>2</b>	<b>Qualification (Without Prequalification)</b>
<b>2.1</b>	Eligibility (TABLE)
<b>2.2</b>	Historical Contract Non-Performance (TABLE)
<b>2.3</b>	Financial Situation (TABLE)
<b>2.4</b>	Experience (TABLE)

## 2. Qualification Tables (Without Prequalification)

### Qualification Criteria

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.1.1 Nat ionality	Nationality in accordance with ITB 4.2.	Must meet requireme nt	Existing or intended JVCA must meet requireme nt	Must meet requireme nt	N / A	Form ELI - 1.1 and 1.2, with attachments
2.1.2 Con flict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requireme nt	Existing or intended JVCA must meet requireme nt	Must meet requireme nt	N / A	Letter of Bid

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1.3 Bank Ineligibili ty	Not having been declared ineligible by the Bank as described in ITB 4.4.	Must meet requireme nt	Existing JVCA must meet requireme nt	Must meet requireme nt	N / A	Letter of Bid
2.1.4 Gov ernment Owned Entity	Compliance with conditions of ITB 4.5	Must meet requireme nt	Must meet requireme nt	Must meet requireme nt	N / A	Form ELI - 1.1 and 1.2, with attachments

Factor		2.1 Eligibility				
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1.5 Ineligibility based on a United Nations resolution or Borrower's country law	Not having been excluded as a result of the Borrower's country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.8	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor		2.2 Historical Contract Non-Performance		
Sub-Factor	Criteria			Documentati on Required
	Requirement	Bidder		



			Joint Venture, Consortium or Association			
		Single Entity	All partners combined	Each partner	At least one partner	

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last (5) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON - 2

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentati on Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partner s combine d			Each partner	At least one partner		
2.2.2 Fail ure to Sign Contract	Not being under execution of a Bid-Securing Declaration pursuant to ITB 4.6 for <b>Four (4) years</b>	Must meet the requireme nt	N / A	Must meet the requireme nt itself or as partner to a JVCA	N / A	Letter of Bid
2.2.3 Pend ing Litigati on	All pending litigation shall in total not represent more than <b>20%</b> of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requireme nt by itself or as partner to past or existing JVCA	N / A	Must meet requireme nt by itself or as partner to past or existing JVCA	N / A	Form CON - 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentat ion Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association		At least one partner	
All partners combined	Each partner					
<b>2.3.1 Historical Financial Performance</b>	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Purchaser, for the last <b>Four (4) years</b> to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. <b>Criterion 1 =</b> Current ratio to be over 1	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN - 3.1 with attachments

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentat ion Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association		At least one partner	
All partners combined	Each partner					
	(computed as current assets/ current liabilities) <b>Criterion 2 =</b> Debt ratio of 1 or less (total debt/ total assets)					
<b>2.3.2. Average Annual Turnover</b>	Minimum average annual turnover of <b>300 Million Kenya Shillings</b> or <b>US \$ equivalent</b> for each lot, calculated as total certified payments received for contracts in progress or completed, within the last <b>3 years</b>	Must meet requirement	Must meet requirement	Must meet <b>25%</b> of the requirement	Must meet <b>40%</b> of the requirement	Form FIN - 3.2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentat ion Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association		At least one partner	
All partners combined	Each partner					
2.3.3. Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: Have an annual cash flow For each lot of Kenya shillings Fifty Million (Ksh 50,000,000) or it equivalent in US\$ for the last	Must meet requirement	Must meet requirement	Must meet percent (25%) of the requirement	Must meet percent (40%) of the requirement	Form FIN - 3.3  + Form CCC  Form FIN - 3.3  + Form CCC

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentat ion Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association		At least one partner	
All partners combined	Each partner					
	five (5) years and (ii) the overall cash flow requirements for this contract and its current commitments.					

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentat ion Required
	Requirement	Bidder				
		Single Entity	Joint Venture, <i>Consortium</i> or <i>Association</i>			
All partners combined			Each partne r	At least one partner		
2.4.1 Experience	(h) Experience as Supplier, in at least three (3) contracts within the last three (3) years, each with a value of at least per lot is <b>Kenya Shillings Fifty Million (Kes 50,000,000)</b> or its equivalent in US\$ that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods/technology	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.1



Factor	2.4 Experience					
Sub-Factor	Criteria					Documentat ion Required
	Requirement	Bidder				
		Single Entity	<i>Joint Venture, Consortium or Association</i>			
All partners combined			Each partne r	At least one partner		
	or other characteristics as described in Section IV, Bidding Forms.					



# Section IV. Bidding Forms

## Table of Forms

Letter of Bid .....	66
Price Schedule for Goods and Related Services .....	69
Form of Bid Security (Bank Guarantee) .....	81
Form of Bid Security (Bid Bond) .....	83
Form of Bid-Securing Declaration .....	85
Manufacturer’s Authorization .....	86
Bidder’s Qualification .....	88
Bidder Information Sheet .....	89
Partner to JVCA Information Sheet .....	91
Historical Contract Non-Performance .....	92
Current Contract Commitments .....	93
Financial Situation .....	95
Average Annual Turnover .....	97
Financial Resources .....	98
Experience .....	99
Experience (cont.) .....	100

**Letter of Bid**

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_  
Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_

We, the undersigned, declare that:

(a) W  
We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8: \_\_\_\_\_;

(b) W  
We offer to supply, in conformity with the Bidding Document, the following Goods and Related Services: \_\_\_\_\_;

(c) T  
The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_  
*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures];*

(d) T  
The discounts offered and the methodology for their application are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

(e) 0  
Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) I  
f our bid is accepted, we commit to furnish a performance security in accordance with ITB 38 and GC 13, for the due performance of the Contract;
- (g) O  
ur firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries, in accordance with **ITB 4.2**;
- (h) W  
e, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) W  
e are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with **ITB 4.3**, other than alternative offers submitted in accordance with **ITB 13**
- (j) O  
ur firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract), has not been declared ineligible by the Bank, or under a Bid-Securing Declaration in the Purchaser's country, or under the Purchaser's country laws or official regulations, or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITB 4.4, 4.6 and 4.8, respectively. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with **ITB 4.3**, other than alternative offers submitted in accordance with **ITB 13**;
- (k) W  
e are not a government owned entity / We are a government owned entity but meet the requirements of **ITB 4.5**;
- (l) W  
e are / are not under sanction by the World Bank, the IADB, EBRD or the AsDB for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].
- (m) T  
he following commissions, gratuities, or fees have been

paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in the country of the Purchaser, as such laws have been listed by the Purchaser in the bidding documents for this contract. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Price Schedule for Goods and Related Services

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Lot 1 ICT Equipment and Furniture for Wangari Maathai Institute for Peace and environmental Studies

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes other per</i>	<i>Total Price<sup>3</sup></i>
<b>ORDINARY ICT EQUIPMENT</b>									
WMI 001	Lot 1 A	Desktop computers as per specification			2				
WMI 002	Lot 1 A	Desktop computers as per specifications			39				
WMI 003	Lot 1 A	Macbook pro or equivalent			10				
WMI 004	Lot 1 A	Laptop computers			10				
WMI 005	Lot 1 A	Ipads or equivalent			5				
WMI 006	Lot 1 A	Scanners			3				
WMI 007	Lot 1 A	Surge Protector			10				
WMI 008	Lot 1 A	Projection screens			10				
WMI 009	Lot 1 A	Television			5				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes, other per</i>	<i>Total Price<sup>3</sup></i>
WMI 010	Lot 1 A	UPS			30				
WMI 011	Lot 1 A	Routers			20				
<b>SPECIALIZED ICT EQUIPMENT</b>									
WMI 012	Lot 1 B	GPS units			10				
WMI 013	Lot 1 B	Colour printer			6				
WMI 014	Lot 1 B	Printer as per specifications			6				
WMI 015	Lot 1 B	GPS enabled cameras. Powershot sx230 hs or equivalent			1				
WMI 016	Lot 1 B	Arcgis Arcinfo software concurrent licenses			1				
WMI 017	Lot 1 B	Arcgis Arcview concurrent use licenses			1				
WMI 018	Lot 1 B	Arcgis spatial analyst extension			1				
WMI 019	Lot 1 B	Arcgis 3d analyst extension			1				
WMI 020	Lot 1 B	Arcgis geostatistical analyst extension			1				
WMI 021	Lot 1 B	Erdas imagine professional software licenses			1				
WMI 022	Lot 1 B	Server operating system license			1				
WMI 023	Lot 1 B	Photocopier			3				
WMI 024	Lot 1 B	Trimble data collector			1				
WMI 025	Lot 1 B	Antivirus software			1				



<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes, other per</i>	<i>Total Price<sup>3</sup></i>
		licenses							
WMI 026	Lot 1 B	Backup software license			1				
WMI 027	Lot 1 B	Microsoft office software licenses			1				
WMI 028	Lot 1 B	LCD projectors (conference, lectures, GIS)			10				
WMI 029	Lot 1 B	Video Conferencing Facilities and Accessories			5				
WMI 030	Lot 1 B	White boards (conference, lectures, GIS lab)			10				
WMI 031	Lot 1 B	Smart Board			6				
WMI 032	Lot 1 B	Full HD camcorder 20x high-definition optical zoom lens			2				
WMI 033	Lot 1 B	Virtual classroom or equivalent software for internet conferencing			1				
WMI 034	Lot 1 B	Public address system			1				
WMI 035	Lot 1 B	LED Monitors			10				
WMI 036	Lot 1 B	Server			1				
WMI 037	Lot 1 B	Server Cabinet			1				
WMI 038	Lot 1 B	Technical Pens			14				
WMI 039	Lot 1 B	Plotter - 42" plotter			1				
<b>LABARATORY EQUIPMENT</b>									
WMI 040	Lot 1 C	Gas chromatograph			1				

<i>Item No.</i>	<b>Lot No/Batch No</b>	<b>Good or Related Service</b>	<b>Country of origin</b>	<b>Percent of national origin<sup>1</sup></b>	<b>Quantity</b>	<b>Unit price<sup>2</sup></b>	<b>Import Sales and Taxes, unit<sup>2</sup></b>	<b>Duties, Taxes, other per</b>	<b>Total Price<sup>3</sup></b>
WMI 041	Lot 1 C	Auto-analyzer			1				
WMI 042	Lot 1 C	High-performance liquid chromatography (hplc)			1				
WMI 043	Lot 1 C	Evaporator			1				
WMI 044	Lot 1 C	Nitrogen evaporator			1				
WMI 045	Lot 1 C	Freeze driers			1				
WMI 046	Lot 1 C	Advanced centrifuge			1				
WMI 047	Lot 1 C	Voltex evaporator machine			1				
WMI 048	Lot 1 C	Eppendorf vacufuge vacuum concentrator			4				
WMI 049	Lot 1 C	Laminar flow biosafety cabinet			1				
WMI 050	Lot 1 C	Pure water system facility for deionization of water			1				
WMI 051	Lot 1 C	Muffle furnace			1				
WMI 052	Lot 1 C	Analytical balances			1				
WMI 053	Lot 1 C	Drying ovens			1				
WMI 054	Lot 1 C	Dry heating blocks			1				
WMI 055	Lot 1 C	Ordinary microscopes			1				
WMI 056	Lot 1 C	Optical dissolved oxygen sensor			3				
WMI 057	Lot 1 C	Digital turbidity meter			10				
WMI 058	Lot 1 C	Laboratory portable turbidity meter			1				
WMI 059	Lot 1 C	Benchtop PH meter			1				
WMI 060	Lot 1 C	Portable PH meter			10				
WMI 061	Lot 1 C	Conductivity meter			2				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes, other per</i>	<i>Total Price<sup>3</sup></i>
WMI 062	Lot 1 C	Multi parameter water quality meter			1				
WMI 063	Lot 1 C	Atomic absorption spectrometer			1				
WMI 064	Lot 1 C	Ambient air monitoring station			4				
WMI 065	Lot 1 C	P <sub>m</sub> 10 dust monitor			4				
WMI 066	Lot 1 C	P <sub>m</sub> 10 portable particulate monitor			10				
WMI 067	Lot 1 C	P <sub>m</sub> 2.5 portable particulate monitor			10				
WMI 068	Lot 1 C	Passive samplers			2				
WMI 069	Lot 1 C	High volume puf-sampler			4				
WMI 070	Lot 1 C	VOC meter / voc analyzer (volatile organic compound analyzers)			2				
WMI 071	Lot 1 C	Integrating noise meter			1				
WMI 072	Lot 1 C	Multifunctional digital sound noise level meter			10				
WMI 073	Lot 1 C	Automatic weather station			2				
<b>OFFICE, TEACHING, CONFERENCE, LIBRARY &amp; CATERING ESSENTIAL FURNITURE</b>									
WMI 074	Lot 1 D	Tables (3600 x 1600 x 760mm)			2				
WMI 075	Lot 1 D	Tables (580 x 190 x 76mm)			1				
WMI 076	Lot 1 D	Tables (6pax, Round)			1				
WMI 077	Lot 1 D	Tables 4pax (Round)			15				
WMI 078	Lot 1 D	Tables 4pax (Square)			12				
WMI 079	Lot 1 D	Tables 1.8m x 1.2m			18				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes, other per</i>	<i>Total Price<sup>3</sup></i>
WMI 080	Lot 1 D	Tables (2pax, Closed front face)			393				
WMI 081	Lot 1 D	Tables (2.4mx0.6m, Coffee, glass)			6				
WMI 082	Lot 1 D	Tables (Executive, 4 pax Square))			6				
WMI 083	Lot 1 D	Tables (1pax Desktop with drawers)			66				
WMI 084	Lot 1 D	Tables (Wooden, 2.4m x 0.6m)			17				
WMI 085	Lot 1 D	Tables (900mm height, Small with drawers)			2				
WMI 086	Lot 1 D	Tables (Executive, 4 pax, 5ft height, round)			8				
WMI 087	Lot 1 D	Tables (6 pax Collapsible)			32				
WMI 088	Lot 1 D	Chairs (Banquet)			1000				
WMI 089	Lot 1 D	Chairs (Secretarial Swivel)			66				
WMI 090	Lot 1 D	Chairs (Executive ordinary)			16				
WMI 091	Lot 1 D	Chairs (Executive leather chairs)			6				
WMI 092	Lot 1 D	Chairs (Collapsible)			30				
WMI 093	Lot 1 D	Chairs (Managerial unit-guests)			48				
WMI 094	Lot 1 D	Chairs (Executive Cushioned)			24				
WMI 095	Lot 1 D	Chairs (High back-office swivel)			20				
WMI 096	Lot 1 D	Chairs (Medium back			16				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes other per</i>	<i>Total Price<sup>3</sup></i>
		chair)							
WMI 097	Lot 1 D	Cabinets (2 doors)			20				
WMI 098	Lot 1 D	Cabinets (3 doors)			5				
WMI 099	Lot 1 D	Cabinet fire Proof (4 Drawers)			8				
WMI 100	Lot 1 D	Cabinet (3 Drawers)			4				
WMI 101	Lot 1 D	Mobile pedestal (desk height)			10				
WMI 102	Lot 1 D	Tables- Executive (2 meters)			3				
WMI 103	Lot 1 D	Tables - Executive Ordinary			16				
WMI 104	Lot 1 D	Tables - Secretarial			7				
WMI 105	Lot 1 D	Tables - Reception			2				
WMI 106	Lot 1 D	Sofa-sets - leather			9				
WMI 107	Lot 1 D	Sofa-sets - leather			13				
WMI 108	Lot 1 D	Sofa-sets - leather			2				
WMI 109	Lot 1 D	Workstations (2 way)			15				
WMI 110	Lot 1 D	Workstations (4 way)			19				
WMI 111	Lot 1 D	Seating benches (3 Seater)			19				
WMI 112	Lot 1 D	Counter Top			1				
WMI 113	Lot 1 D	Shelves Lockable, Glass Shield (3m x 0.5m x 1.5m)			12				
WMI 114	Lot 1 D	Shelves Open Ordinary (3m x 0.3m x 1m)			3				
WMI 115	Lot 1 D	Shelves Open, Ordinary (2.4m x 0.5m x 4m)			5				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes, other per</i>	<i>Total Price<sup>3</sup></i>
WMI 116	Lot 1 D	Shelves Open, Ordinary (3m x 0.5m x 5m)			6				
WMI 117	Lot 1 D	Shelves Open, Ordinary (2.4m x 1m x 5m)			5				
WMI 118	Lot 1 D	Outdoor Umbrellas (parasols), (4 pax Cafeteria área)			8				
<b>ELECTRICAL EQUIPMENT FOR THE KITCHENETTE &amp; LABORATORY</b>									
WMI 119	Lot 1 F	Electric Cooker (4 Burner)			1				
WMI 120	Lot 1 F	Fridge (Small)			2				
WMI 121	Lot 1 F	Fridge (Kitchenette, Big)			1				
WMI 122	Lot 1 F	Microwave (20L)			3				
WMI 123	Lot 1 F	Coffee Machine Combi Coffee Maker			8				
WMI 124	Lot 1 F	Dispenser (Water)			34				
WMI 125	Lot 1 F	Freezers 24 trays-40 low temperature			1				
WMI 126	Lot 1 F	Fridges MDF-86V340E Ultra Low Temperature			1				
<b>ORDINARY OFFICE ITEMS</b>									
WMI 127	Lot 1 E	Wall Clocks (Ordinary)			59				
WMI 128	Lot 1 E	Coat Hanger (Standard)			4				
WMI 129	Lot 1 E	Document (In /Out) Trays Mesh Tray			25				
WMI 130	Lot 1 E	Bins (Big General)			23				
WMI 131	Lot 1 E	Bins (Sanitary)			29				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin<sup>1</sup></i>	<i>Quantity</i>	<i>Unit price<sup>2</sup></i>	<i>Import Sales and Taxes, unit<sup>2</sup></i>	<i>Duties, Taxes other per</i>	<i>Total Price<sup>3</sup></i>
WMI 132	Lot 1 E	Bins (Mesh)			92				
<b>Installation and Training</b>									
<b>Branding/metalic tagging</b>									
<b>Calibration</b>									
<b>Commissioning</b>									
<b>Totals Exclusive of Taxes</b>									
<b>Taxes</b>									
<b>Totals Inclusive of Taxes</b>									

Notes:

- <sup>1</sup> In accordance with margin of preference ITB Clause 31, if applicable
- <sup>2</sup> In accordance with ITB Clauses 14 and 15
- <sup>3</sup> Indicate % of total amount to be paid in foreign currencies and exchange rates

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of

\_\_\_\_\_

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.





### Price Adjustment Formula (Sample)

Where, pursuant to ITB 14.7 and GC 10.1, Prices shall be adjustable during the performance of the Contract, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as provided for at ITB 14.7 and GC 10.1, shall be subject to adjustment during performance of the Contract, to reflect changes in the cost of labour 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 labour component in the Contract Price.
- $c$  = estimated percentage of material component in the Contract Price.
- $L_0, L_1$  = labour 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 coefficients  $a$ ,  $b$ , and  $c$  as specified by the Purchaser are as follows:

- $a = [insert\ value\ of\ coefficient]$
- $b = [insert\ value\ of\ coefficient]$
- $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = twenty-eight (28) 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 unless specifically stated in the extension letter. 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 Related 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 labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

## Form of Bid Security (Bank Guarantee)

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Purchaser]

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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 to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ [name of contract] under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with ITB 38.

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 end of the Bid Validity Period.

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

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

*Name: [insert complete name of Signatory]*

*Title: [insert title]*

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*[signature(s)]*

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

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## Form of Bid Security (Bid Bond)

BOND NO. \_\_\_\_\_

BY THIS BOND [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], **authorized to transact business** in [name of country of Purchaser ], as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Purchaser ] as Oblige (hereinafter called "the Purchaser ") in the sum of [amount of Bond]<sup>9</sup> [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the supply Goods and Related Services of [name of Contract] (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with **ITB 38**;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser 's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in \_\_\_\_\_

<sup>9</sup> The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

*the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.*

*IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.*

*Principal: \_\_\_\_\_ Surety:*

\_\_\_\_\_  
*Corporate Seal (where appropriate)*

\_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

<h2>Form of Bid-Securing Declaration</h2>
---

*Date: [insert date (as day, month and year)]*  
*Bid No.: [insert number of bidding process]*  
*Alternative No.: [insert identification No if this is a Bid  
for an alternative]*

*To: [insert complete name of Purchaser]*

*We, the undersigned, declare that:*

*We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.*

*We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [Purchaser to insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:*

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or*
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITB 38.*

*We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.*

*Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]*

*Name: [insert complete name of person signing the Bid-Securing Declaration]*

*Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]*

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

*Corporate Seal (where appropriate)*

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

<b>Manufacturer's Authorization</b>
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*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization 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]*  
*ICB No.: [insert ICB number]*  
*Invitation for Bid No.: [insert number of bidding process]*

*To: [insert complete name of Purchaser]*

**WHEREAS**

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

*We hereby extend our full guarantee and warranty in accordance with Clause 21.1 of the General Conditions, with respect to the goods offered by the above firm.*

*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]*

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

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

## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

## Bidder Information Sheet

### Form ELI - 1.1

Date: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name
2. In case of Joint Venture, Consortium or Association (), legal name of each partner:
3. Bidder's actual or intended Country of Constitution, Incorporation, <i>or Registration</i> :
4. Bidder's Year of Constitution, Incorporation, <i>or Registration</i> :
5. Bidder's Legal Address in Country of Constitution, Incorporation, <i>or Registration</i> :
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Clauses 4.1 and 4.2. fi In case of <i>JVCA</i> , letter of intent to constitute a legally-enforceable <i>JVCA</i> , including a draft agreement, or <i>JVCA</i> agreement, in accordance with ITB Clauses 4.1. fi In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Clause 4.5.



## Partner to JVCA Information Sheet

### Form ELI - 1.2

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. <i>JVCA</i> Partner's legal name:
3. <i>JVCA</i> Partner's Country of Constitution, Incorporation, or <i>Registration</i> :
4. <i>JVCA</i> Partner's Year of constitution into a legally-enforceable <i>JVCA</i> ::
5. <i>JVCA</i> Partner's Legal Address in Country of Constitution, Incorporation, or <i>Registration</i> :
6. <i>JVCA</i> Partner's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: fi Articles of Constitution, Incorporation or <i>Registration</i> of firm named in 1, above, in accordance with ITB Clauses 4.1 and 4.2. fi In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Clause 4.5.

## Historical Contract Non-Performance

**Form CON - 2**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JVCA Partner's Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Evaluation Criteria			
fi Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation Criteria fi Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation Criteria			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
Pending Litigation, in accordance with Section III, Evaluation Criteria			
fi No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria fi Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)

_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	_____
-			-
_____	_____	Contract Identification: Name of Purchaser: Address of Purchaser: Matter in dispute:	_____
-			-

**Current Contract Commitments**

**Form CCC**

Bidders and each partner to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Purchaser, contact address/te l/fax	Value of outstanding supply (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				





# Financial Situation

## Form FIN - 3.1

Historical Financial Performance

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JVCA Partner Legal Name: \_\_\_\_\_

ICB

No.:

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and, if JVCA, by each partner

Financial information in US\$ equivalent	Historic information for previous _____ (____) years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
<b>Information from Income Statement</b>							
Total Revenue (TR)							
Profits Before Taxes (PBT)							


fi Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder or partner to a *JVCA*, and not sister or parent companies;
- (b) Historic financial statements must be audited by a certified accountant;
- (c) Historic financial statements must be complete, including all notes to the financial statements;
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

# Average Annual Turnover

## Form FIN - 3.2

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVCA Partner Legal Name: \_\_\_\_\_ ICB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Annual turnover data		
Year	Amount and Currency	US\$ equivalent
*Average Annual Turnover		

\*Average annual turnover calculated as total certified payments received for supply in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.

## Financial Resources

### Form FIN - 3.3

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

# Experience

## Form EXP - 2.4.1

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVCA Partner's Legal Name: \_\_\_\_\_ ICB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract Number: _____ of _____ required.	Information	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Role in Contract	_____	
Total contract amount	_____	US\$ _____
If partner in a JVCA, specify participation in total contract amount	_____ %	US\$ _____
Purchaser's Name:	_____	
Address:	_____	
Telephone/fax number:	_____	
E-mail:	_____	
	_____	
	_____	

## Experience (cont.)

### Form EXP - 2.4.1 (cont.)

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pa  
 JVCA Partner's Legal Name: \_\_\_\_\_

Similar Contract No. ___ [insert specific number] of [total number of contracts] ___ required	Information
Description of the similarity in accordance with Sub-Factor 2.4.1) of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

## Section V. Eligible Countries

### Eligibility for the Provision of Goods, Works and Related Services in Bank-financed Procurement

#### A. Provision at Paragraph 1.6 of the Bank's *Rules and Procedures for Procurement of Goods and Works*

1.6 The African Development Fund permits firms and individuals from all countries to offer goods, works and services for ADF funded projects. However, the proceeds of any financing undertaken in the operations of the African Development Bank and the Nigeria Trust Fund shall be used for procurement of goods and works, including the related services, provided by bidders from Eligible<sup>10</sup> Countries.<sup>11</sup> Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question. In the case of ADB and NTF, bidders from non-Member Countries offering goods, works and related services (including transportation and insurance) are not eligible even if they offer these from Eligible Member Countries. Any waiver to this rule will be in accordance with the Articles 17(1) (d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

#### B. Provision at Appendix 4 of the Bank's *Rules and Procedures for Procurement of Goods and Works*

### Overview

1. The eligibility criteria for participation in the supply of goods, works and related services, to be procured through the ADB and NTF Financing, derive from the requirements of the Agreement Establishing the African Development Bank, Article 17.1.d, and the Agreement Establishing the Nigeria Trust Fund,

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Eely convertible currency.

<sup>10</sup> Refer to Appendix 4 for additional Information on Eligibility.

<sup>11</sup> "Eligible Countries" shall mean: (a) in the case of the African Development Bank and the Nigeria trust Fund, the Member Countries of the

Article 4.1. The foregoing requirements basically prescribe two types of eligibility criteria:

- (a) The eligibility of the bidder;
- (b) The eligibility of the goods, works and related services.

### **Eligibility of the Bidder**

2. The eligibility of the bidder shall be based on nationality, in accordance with the following rules:

- (a) Natural Persons: A natural person is eligible if he or she is a national of a Member Country of the Bank, or a State Participant of the Fund. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her bid is that of a Member Country of the Bank, or a State Participant of the Fund.
- (b) Corporations: A corporation is eligible if it satisfies the following criteria:
  - 1. it is incorporated in a country that is a Member of the Bank, or State Participant of the Fund;
  - 2. it is a national of a country that is a Member of the Bank, or State Participant of the Fund, as determined by the law of its place of incorporation;
  - 3. it has its principal place of business in a country that is a Member of the Bank, or State Participant of the Fund.
- (c) Joint Ventures and Associations: An unincorporated joint venture, partnership, or association, shall be eligible if at least 60% of its individual, or corporate members, satisfy the eligibility requirement for individuals or corporations.

### **Eligibility of the Goods, Works and Related Services**

3. In order to be eligible, the goods to be procured must have been mined, grown, or produced, in the form in which they are purchased, in an Eligible Member Country.

4. For works contracts, which may include civil works, plant construction, or turnkey contracts, the contractor must satisfy the nationality criteria of eligibility, either as a natural person, or corporation, or joint venture and association. Labour, equipment, and materials needed for carrying out the works contract, shall be supplied from Eligible Member Countries.



5. For contracts, which have been awarded on the basis of Cost, Insurance and Freight (CIF), or Carriage and Insurance Paid (CIP), bidders shall be free to arrange for ocean and other transportation, and the related insurance, from any Eligible Member Country. On the other hand, where goods are shipped on FOB basis and the Bank has agreed to finance transportation and insurance separately, which are arranged by the purchaser, under a separate contract, the Bank shall be satisfied that the services are supplied from Eligible Member Countries.

**C. Eligible Countries**

Procurement is open to all Countries



# PART 2 – Purchaser's Requirements



# Section VI. Requirements

## Contents

- 1. List of Goods and Related Services ..... 92
- 2. Delivery and Completion Schedule ... **Error! Bookmark not defined.**
- 3. Technical Specifications ..... 103
- 4. Drawings ..... **Error! Bookmark not defined.**

## 1. List of Goods and Related Services

### Lot 1 ICT Equipment and Furniture for Wangari Maathai Institute for Peace and Environmental Studies

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
<b>ORDINARY ICT EQUIPMENT</b>				
WMI 001	Lot 1 A	Desktop computers as per specifications	Powerful quad-core, eight-way processing performance, integrated intel hd graphics - for processing and coding of big data	2
WMI 002	Lot 1 A	Desktop computers as per specifications	Powerful multi-tasking performance computers with 4k video capabilities suitable for Computer Lab and Geographical Information Systems (GIS) Lab.	39
WMI 003	Lot 1 A	Macbook pro or equivalent	7th-generation intel core for field data collection and analysis	10
WMI 004	Lot 1 A	Laptop computers	Latest 7th generation for field data collection and analysis	10
WMI 005	Lot 1 A	Ipads/or equivalent	Ipad/or equivalent with long battery life for primary field data capture	5
WMI 006	Lot 1 A	Scanners	High speed information capture from both soft and hard copy sources.	3
WMI 007	Lot 1 A	Surge Protector	Ideal solution for protecting computers, laser printers, and home-theatre systems from power surge	10
WMI 008	Lot 1 A	Projection screens	Foldable portable movable ambient light rejection metallic projection screen with adjustable floor stands - for teaching, conferences workshops, and community outreach	10
WMI 009	Lot 1 A	Television	Android Smart TV Led TV for asynchronous teaching and learning	5
WMI 010	Lot 1 A	UPS	Uninterruptible power supply for computer/router/Electrical appliances backup power during power failures	30
WMI 011	Lot 1 A	Routers	Dual Band for 5G for good WiFi connectivity	20
<b>SPECIALIZED ICT EQUIPMENT</b>				

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
WMI 012	Lot 1 B	GPS units	Hand held navigation system for determination of locational information	10
WMI 013	Lot 1 B	Colour printer	For high quality colour printouts	6
WMI 014	Lot 1 B	Printer as per specifications	For office general printing	6
WMI 015	Lot 1 B	GPS enabled cameras. Powershot sx230 hs or equivalent	Camera enabled for geo-positioned images/photographs	1
WMI 016	Lot 1 B	Arcgis Arcinfo software concurrent licenses	License to use GIS software to be used for geospatial and temporal information	1
WMI 017	Lot 1 B	Arcgis Arcview concurrent use licenses	License to use GIS software to be used for geospatial and temporal information	1
WMI 018	Lot 1 B	Arcgis spatial analyst extension	License to use GIS software to be used for geospatial and temporal information	1
WMI 019	Lot 1 B	Arcgis 3d analyst extension	License to use GIS software to be used for geospatial and temporal information	1
WMI 020	Lot 1 B	Arcgis geostatistical analyst extension	License to use GIS software to be used for geospatial and temporal information	1
WMI 021	Lot 1 B	Erdas imagine professional software licenses	License to use GIS software to be used for geospatial and temporal information	1
WMI 022	Lot 1 B	Server operating system license	License to use GIS software to be used for geospatial and temporal information	1
WMI 023	Lot 1 B	Photocopier	A high-speed photocopier with copying, printing and scanning capability	3
WMI 024	Lot 1 B	Trimble data collector	A robust mobile field data capture device	1
WMI 025	Lot 1 B	Antivirus software licenses	Antivirus software licenses for up to 50 users for all computers	1
WMI 026	Lot 1 B	Backup software	Backup software license for use when computer systems are	1

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
		license	reformatted	
WMI 027	Lot 1 B	Microsoft office software licenses	Software for all the computers	1
WMI 028	Lot 1 B	LCD projectors (conference, lectures, GIS)	Interactive projectors for teaching, learning, seminars and conferences	10
WMI 029	Lot 1 B	Video Conferencing Facilities and Accessories	Audio system supporting highest HD video quality	5
WMI 030	Lot 1 B	White boards (conference, lectures, GIS lab)	Dry erase whiteboards for teaching and learning, and seminars	10
WMI 031	Lot 1 B	Smart Board	Interactive smart board for teaching with the appropriate software.	6
WMI 032	Lot 1 B	Full HD camcorder 20x high-definition optical zoom lens	Advanced camcorder with built-in Wi-Fi technology and high-capacity battery for video recording and photography	2
WMI 033	Lot 1 B	Virtual classroom or equivalent software for internet conferencing	Digital interactive touch screen smart whiteboard for teaching and learning	1
WMI 034	Lot 1 B	Public address system	Large Public Address Sound System for large events at the Institute	1
WMI 035	Lot 1 B	LED Monitors	Large display monitors for conference rooms, democratic space areas and exhibition areas	10
WMI 036	Lot 1 B	Server	Hardware device that accepts and responds to requests made over a network for providing the necessary connectivity and back-up	1
WMI 037	Lot 1 B	Server Cabinet	Standard-depth rack enclosure cabinet for the server	1
WMI 038	Lot 1 B	Technical Pens	High quality pen for Ipad or equivalent devices	14
WMI 039	Lot 1 B	Plotter - 42" plotter	An equipment for data analysis and generation of information layers and desired maps	1
<b>LABORATORY EQUIPMENT</b>				



<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
WMI 040	Lot 1 C	Gas chromatograph	Analytical equipment for separating and analyzing samples that can be vaporized without thermal decomposition.	1
WMI 041	Lot 1 C	Auto-analyzer	For measuring nitrate/nitrite, ammonia, and phosphorus	1
WMI 042	Lot 1 C	High-performance liquid chromatography (hplc)	For separating components in a liquid mixture	1
WMI 043	Lot 1 C	Evaporator	For turning the liquid form of a chemical substance into its gaseous-form/vapor.	1
WMI 044	Lot 1 C	Nitrogen evaporator	For preparation of samples for analysis	1
WMI 045	Lot 1 C	Freeze driers	Used to actively freeze samples placed on chilled shelves	1
WMI 046	Lot 1 C	Advanced centrifuge	Used to separate particles from a solution according to their size, shape, density	1
WMI 047	Lot 1 C	Voltex evaporator machine	Used to prepare samples for analysis	1
WMI 048	Lot 1 C	Eppendorf vacufuge vacuum concentrator	Used to prepare samples for analysis	4
WMI 049	Lot 1 C	Laminar flow biosafety cabinet	An enclosed bench designed to prevent contamination of biological samples, or any particle sensitive materials.	1
WMI 050	Lot 1 C	Pure water system facility for deionization of water	Facility for deionization of water	1
WMI 051	Lot 1 C	Muffle furnace	Enclosure that is used to heat a material to significantly high temperatures while keeping it contained and fully isolated	1
WMI 052	Lot 1 C	Analytical balances	For weighing samples in the laboratory	1
WMI 053	Lot 1 C	Drying ovens	For drying samples	1
WMI 054	Lot 1 C	Dry heating blocks	A microprocessor-controlled heating block with heater technology	1
WMI 055	Lot 1 C	Ordinary microscopes	Optical instrument used for viewing very small objects	1

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
WMI 056	Lot 1 C	Optical dissolved oxygen sensor	Utilizes light to measure dissolved oxygen concentration	3
WMI 057	Lot 1 C	Digital turbidity meter	Used for measuring of suspended particles in a fluid	10
WMI 058	Lot 1 C	Laboratory portable turbidity meter	Hand held device for measuring suspended particles in a fluid	1
WMI 059	Lot 1 C	Benchtop PH meter	Used to measure the difference in electrical potential between a pH electrode and a reference electrode	1
WMI 060	Lot 1 C	Portable PH meter	Hand held device for measuring the difference in electrical potential between a pH electrode and a reference electrode	10
WMI 061	Lot 1 C	Conductivity meter	Measures the electrical conductivity in a solution.	2
WMI 062	Lot 1 C	Multi parameter water quality meter	Measures water quality parameters	1
WMI 063	Lot 1 C	Atomic absorption spectrometer	For the quantitative determination of chemical elements using the absorption of optical radiation (light) by free atoms in the gaseous state.	1
WMI 064	Lot 1 C	Ambient air monitoring station	An integrated air quality monitoring station	4
WMI 065	Lot 1 C	P <sub>m</sub> 10 dust monitor	A device to measure very small particulates in the air	4
WMI 066	Lot 1 C	P <sub>m</sub> 10 portable particulate monitor	Hand held device to measure very small particulates in the air	10
WMI 067	Lot 1 C	P <sub>m</sub> 2.5 portable particulate monitor	Hand held device to measure very small particulates in the air for field measurements	10
WMI 068	Lot 1 C	Passive samplers	Used to sample indoor/outdoor exposures for variety of pollutant like as ammonia and ozone	2
WMI 069	Lot 1 C	High volume puf-sampler	Used to measure the quantity of particles in the air	4
WMI 070	Lot 1 C	VOC meter / voc analyzer (volatile organic compound analyzers)	Used to measure volatile organic compounds	2

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
WMI 071	Lot 1 C	Integrating noise meter	Used to measure sound levels in the air	1
WMI 072	Lot 1 C	Multifunctional digital sound noise level meter	Used to continuously measure sound levels in the environment	10
WMI 073	Lot 1 C	Automatic weather station	Used to automatically measure weather elements	2
<b>OFFICE, TEACHING, CONFERENCE, LIBRARY &amp; CATERING ESSENTIAL FURNITURE</b>				
WMI 074	Lot 1 D	Tables (3600 x 1600 x 760mm)	Boardroom, Office of the Director & Distinguished Chair (ODC)	2
WMI 075	Lot 1 D	Tables (580 x 190 x 76mm)	Main Boardroom	1
WMI 076	Lot 1 D	Tables (6pax, Round)	Office of the Director/ODC	1
WMI 077	Lot 1 D	Tables (4pax, Round)	Office of the Director/ODC	15
WMI 078	Lot 1 D	Tables (4pax, Square)	For the Cafeteria	12
WMI 079	Lot 1 D	Tables (1.8m x 1.2m)	To be used in the Analytical Labs	18
WMI 080	Lot 1 D	Tables (2pax, Closed front face)	For use in the Conference Rooms/Classrooms/Library	393
WMI 081	Lot 1 D	Tables (2.4mx0.6m, Coffee, glass)	Office of the Director/ODC	6
WMI 082	Lot 1 D	Tables (Executive, 4 pax Square)	For the Cafeteria	6
WMI 083	Lot 1 D	Tables (1pax Desktop with drawers)	Staff offices/Visiting Scholars/Secretarial	66
WMI 084	Lot 1 D	Tables (Wooden, 2.4m x 0.6m)	Service tables (Boardrooms/Conference areas/Cafeteria)	17

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
WMI 085	Lot 1 D	Tables (900mm height, Small with drawers)	Office of the Director/ODC (washrooms)	2
WMI 086	Lot 1 D	Tables (Executive, 4 pax, 5ft height, round)	For the Open Spaces cocktail (Including at the conference areas/Cafeteria)	8
WMI 087	Lot 1 D	Tables (6 pax Collapsible)	For the Cafeteria	32
WMI 088	Lot 1 D	Chairs (Banquet)	For the Conference rooms/Classrooms	1000
WMI 089	Lot 1 D	Chairs (Secretarial Swivel)	Staff offices/Visiting Scholars/Secretarial	66
WMI 090	Lot 1 D	Chairs (Executive ordinary)	Office of the Director/ODC	16
WMI 091	Lot 1 D	Chairs (Executive leather chairs)	Office of the Director/ODC	6
WMI 092	Lot 1 D	Chairs (Collapsible)	For the Cafeteria	30
WMI 093	Lot 1 D	Chairs (Managerial unit-guests)	Office of the Director/ODC/Staff offices	48
WMI 094	Lot 1 D	Chairs (Executive Cushioned)	For the Cafeteria	24
WMI 095	Lot 1 D	Chairs (High back-office swivel)	WMI Boardroom(s)	20
WMI 096	Lot 1 D	Chairs (Medium back chair)	For the main boardroom	16
WMI 097	Lot 1 D	Cabinets (2 doors)	Staff offices/Visiting scholars/Reception(s)	20
WMI 098	Lot 1 D	Cabinets (3 doors)	Office of the Director/DD/ODC	5

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
WMI 099	Lot 1 D	Cabinet fire Proof (4 Drawes)	Document Storage/Examination room/Registry	8
WMI 100	Lot 1 D	Cabinet Drawers) (3	For storage (Director's office/DD/ODC/Reception)	4
WMI 101	Lot 1 D	Mobile pedestal (desk height)	Office of the Director/ODC/DD/Reception	10
WMI 102	Lot 1 D	Tables - Executive meters) (2	Office of the Director/ODC/DD	3
WMI 103	Lot 1 D	Tables - Executive Ordinary	Office of the Director/ODC/DD/Staff offices	16
WMI 104	Lot 1 D	Tables Secretarial -	Reception (Director's office/ODC/DD)	7
WMI 105	Lot 1 D	Tables - Reception	Main Reception/Directors office/ODC	2
WMI 106	Lot 1 D	Sofa-sets leather -	Office of the Director/ODC/Reception	9
WMI 107	Lot 1 D	Sofa-sets leather -	Office of the Director/ODC/Reception	13
WMI 108	Lot 1 D	Sofa-sets leather -	Office of the Director/ODC/Reception	2
WMI 109	Lot 1 D	Workstations (2 way)	Library/Staff offices/Interns' rooms/Visiting Scholars	15
WMI 110	Lot 1 D	Workstations (4 way)	Library/Staff offices/Interns' rooms/Visiting Scholars	19
WMI 111	Lot 1 D	Seating benches (3 Seater)	Reception areas	19
WMI 112	Lot 1 D	Counter Top	Kitchenette	1
WMI 113	Lot 1 D	Shelves Lockable, Glass Shield (3m x 0.5m x 1.5m)	For the Analytical Labs	12
WMI 114	Lot 1 D	Shelves Ordinary Open (3m x 0.3m x 1m)	Director's Study Room and outside	3
WMI 115	Lot 1 D	Shelves Open,	For the Document Room/Registry	5

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
		Ordinary (2.4m x 0.5m x 4m)		
WMI 116	Lot 1 D	Shelves Open, Ordinary (3m x 0.5m x 5m)	For the Library & WMI Business Space	6
WMI 117	Lot 1 D	Shelves Open, Ordinary (2.4m x 1m x 5m)	For the Pantry	5
WMI 118	Lot 1 D	Outdoor Umbrellas (parasols), (4 pax Cafeteria area)	Cafeteria area	8
<b>ELECTRICAL EQUIPMENT FOR THE KITCHENETTE &amp; LABORATORY</b>				
WMI 119	Lot 1 F	Electric Cooker (4 Burner)	Kitchenette	1
WMI 120	Lot 1 F	Fridge (Small)	Office of Director/ODC	2
WMI 121	Lot 1 F	Fridge (Kitchenette, Big)	Kitchenette	1
WMI 122	Lot 1 F	Microwave (20L)	Kitchenette/Cafeteria/Director's office/ODC	3
WMI 123	Lot 1 F	Coffee Machine Combi Coffee Maker	Kitchenette/Director's office/ODC/Cafeteria/Conference areas	8
WMI 124	Lot 1 F	Dispenser (Water)	Director's Office/ODC/Receptions/Kitchenette/Cafeteria/Staff offices	34
WMI 125	Lot 1 F	Freezers 24 trays- 40 low temperature	For keeping laboratory specimen or samples at freezing temperature	1
WMI 126	Lot 1 F	Fridges MDF- 86V340E Ultra Low Temperature	For keeping laboratory specimen or samples at low temperature	1
<b>ORDINARY OFFICE ITEMS</b>				
WMI 127	Lot 1 E	Wall Clocks (Ordinary)	Offices/Reception areas	59
WMI 128	Lot 1 E	Coat Hanger	Office of Director/DD/ODC/Scholars	4

<i>Item No.</i>	<i>Lot No/Batch No</i>	<i>Name of Goods</i>	<i>Brief Description</i>	<i>Quantity</i>
		(Standard)		
WMI 129	Lot 1 E	Document (In /Out) Trays Mesh Tray	Director's offices/DD/ODC/other staff/scholar's offices	25
WMI 130	Lot 1 E	Bins (Big General)	For the washrooms	23
WMI 131	Lot 1 E	Bins (Sanitary)	For the washrooms	29
WMI 132	Lot 1 E	Bins (Mesh)	Trash collection (Offices/receptions/conference areas/library)	92

<b>1.2 List of Related Services</b>		
<i>Name of Related Service</i>	<i>Brief Description</i>	<i>Quantity</i>
Training and Services Related to Equipment/Machine	i. Training of members of the teaching staff and technicians on Major and Routine Maintenance of equipment/ Machines,	Members of Staff (Relevant Trainers and Technicians)

s Supplied should include:	7. Training members of the teaching staff and technicians on Use of the machines/equipment (i.e the total scope of use equipment/machines and experiments they can perform)	
Training manuals	Bidder must provide hard copies and soft copies of Training manuals in English for the range of experiments/operation for each equipment/machines supplied	Hard copy and a soft copy for each equipment
Installation, testing and commissioning of equipment/machines.	i. Bidders must install, test, calibrate and commission the equipment supplied	All equipment in each lot supplied
Branding of equipment:	1. Each piece of equipment should be branded/tagged as follows:  "GoK/AfDB TVET III-WMI..."; followed by a serial number  2. The branding/tagging words should be permanent and will be either engraved on a small metallic plate and riveted on metallic machines/equipment or engraved on the item.	All equipment in each lot supplied

## 2. Delivery and Completion Schedule



*The required date of arrival on the Project Site is no later than: 36 weeks after contract signing*

*The required completion date is no later than: 16 weeks after equipment arrival of the goods to the project site.*

<b><i>Name of Goods or Related Service</i></b>	<b><i>Delivery Schedule (dd/mm/year)</i></b>
<b>Lot 1</b> Delivery of ICT Equipment and Furniture to University of Nairobi- Wangari Maathai Institute for Peace and Environmental Studies	15-09-2022

### **3. Technical Specifications**

### Lot 1 ICT Equipment and Furniture for Wangari Maathai Institute for Peace and Environmental Studies

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
<b>ORDINARY ICT EQUIPMENT</b>				
WMI 001	Lot 1 A	Desktop computers as per specifications	Quad core intel® corei7-6700t (2.8 Ghz, turbo boost to 3.6 ghz, 8 mb cache) powerful quad-core, eight-way processing performance, integrated intel HD graphics 12 gb ddr4-2133 sdram memory. 1tb 7200 rpm sata hard drive, ultra slim-tray supermulti dvd burner 27" diagonal10-point touch-enabled widescreen fhd ips wled-backlit edge-to-edge display (1920 x 1080), brilliant edge-to-edge ips display, 720p hp truevision hd webcam with integrated microphones, b&o play with integrated speakers Next-generation wireless connectivity and bluetooth® 4.0 combo, 2 usb 2.0, 1 usb 3.0 bottom: 1 usb 3.0 (1 supports fast charging), 1 usb 3.0 type-c, hdmi, 1 headphone/microphone combo,wired optical mouse, wireless keyboard and wireless mouse Windows 10 Pro, 64-bit, silver, energystar	
WMI 002	Lot 1 A	Desktop computers as per specifications	Processor: 7th generation intel(r) core(tm) i5-7400t processor, quad-core, 2.40ghz; get powerful multitasking performance and 4k video capabilities. Display: 23.8-inch diagonal widescreen fhd ips wled-backlit micro edge (1920x1080); 2 million pixels for crystal-clear visuals and vibrant image quality. Memory: 8 gb ddr4-2133 SDRAM; designed to run more efficiently and more reliably at faster speeds. Hard drive: 1 tb 7200rpm sata; keyboard and mouse: comes with a wireless keyboard with volume control and optical mouse.	
WMI 003	Lot 1 A	Macbook pro/or equivalent	M1 chip with 8-core CPU, 8-core GPU, and 16-core Neural Engine Turbo boost up to 3.6ghz 16gb 1866mhz lpddr3 memory 512gb ssd storage Intel hd graphics 615 Latest Apple iOS installed 13-inch Retina display with True Tone	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
WMI 004	Lot 1 A	Laptop computers	Backlit keyboard - us english latest 7th generation intel core i7-7700hq processor (up to 3.8ghz) Latest nvidia geforce gtx 1060 with 6gb of dedicated gddr5 vram 15.6" full hd (1920 x 1080) widescreen ips display, red backlit keyboard 16gb ddr4 memory & 256gb ssd Windows 10 Pro, 64bit Up to 7-hours of battery life	
WMI 005	Lot 1 A	Ipads/or equivalent	Ipads pro/or equivalent (256gb, wi-fi + cellular,) 12.9-inch display 12.9 inch retina display, 2732 x 2048 resolution Ios 9, a9x chip with 64 bit architecture, m9 coprocessor 8 mp isight camera, panorama (up to 43mp), four-speaker audio Up to 10 hours of battery life Ipads pro or equivalent that supports apple smart keyboard and apple pencil Connectivity: wi-fi + cellular Flash memory installed size: 256gb Item dimension: 8.68 x 12 x 0.27 in Operating system: ios 9 Wireless technology: wifi;bluetooth;cellular;gps;nfc	
WMI 006	Lot 1 A	Scanners	Alaris scanners information capture at the point of entry robust desktop information capture, delivered direct to your business. Item weight: 15.43 pounds Product dimension: 12.3 x 10.6 x 7.2 inches Asin:bo76cx5g1h Shipping weight: approximately 10.63 pounds	
WMI 007	Lot 1 A	Surge Protector	12-Outlet Power Strip Surge Protector with 10-Foot Cord and Telephone, Ethernet, Coaxial Protection, BE112234-10 12-outlet surge protector with 10-foot cord ideal for high-end home and professional workstations 4156 Joules Ideal solution for computers, laser printers, and home-theater systems;	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			Outlets include sliding safety covers; detachable cord-management clip for cable organization Right-angle plug keeps cord close to the Wall 1 year Warranty and \$300,000 Connected Equipment Warranty	
WMI 008	Lot 1 A	Projection screens	Portable Projection Screen, 180*180 CM with metallic portable stands	
WMI 009	Lot 1 A	Television	Screen size: 42 t 48 inches Screen type: LCD Refresh rate: 60Hz HDMI ports: 4 (1 ARC) Size: 38.3 x 22.5 x 2.3 inches Approximate Weight: 20.7 pounds Fully Digital	
WMI 010	Lot 1 A	UPS	10 Kva Output Power Factor 0,8 Output Voltage 380 / 400 / 415 VAC ; 3 Phase, N Output Voltage Regulation ± 1% ( Static ) ; ± 5% ( Dynamic ) Output Frequency 50 Hz / 60 Hz ( selectable )	
WMI 011	Lot 1 A	Routers	WIFI Access Point. Compatible with Unifi network Controller;Dual Band 2.4G,5G; 200+ users, 450Mbps & 1300Mbps	
<b>SPECIALIZED ICT EQUIPMENT</b>				
WMI 012	Lot 1 B	GPS units	Hand held navigation system for determination of locational information • Minimum 2.6" Transflective 65-K color TFT, 160 x 240 pixels Display • Minimum 8 megapixel autofocus camera with automatic geotagging • High-sensitivity GPS and GLONASS receiver with quad helix antenna •3-axis compass with barometric altimeter •Wireless connectivity via Bluetooth or ANT+® •Minimum 8 GB Built-in memory. •MicroSD storage memory 16GB	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<ul style="list-style-type: none"> <li>•High-speed USB compatible interface</li> <li>•Basemap</li> <li>• Ability to add maps upto 5000 Waypoints/favorites/locations, 200 Routes</li> <li>• Track log of 10,000 points, 200 saved tracks</li> <li>• 16 hours Battery life, 2 AA batteries NiMH or Lithium recommended</li> <li>• IPX7 Waterproof</li> </ul> Warranty : 2 year	
WMI 013	Lot 1 B	Colour printer	Workforce pro et-8700 ecotank wireless color all-in-one super tank printer with scanner, copier, fax and ethernet The feature-rich workforce pro et-8700 ecotank wireless all-in-one offers ultra-fast cartridge-free printing and includes up to 2 years of ink in the box (1). Print up to 16,000 pages black/11,000 color (2). Save up to 80 percent on ink vs. Color laser with low-cost replacement ink packs (3). Get 24 iso ppm (black/color) † print speeds, plus fast scan speeds. Load paper less often with a 250-sheet paper capacity, 80-sheet rear tray and optional 500-sheet tray. Setup and navigation is easy with a 4.3" color touchscreen. The et-8700 delivers the ultimate in connectivity with ethernet, wi-fi direct (4) and nfc5. Powered by precisioncore, it delivers laser-quality black text and color graphics.	
WMI 014	Lot 1 B	Printer as per specifications	Color laserjet Enterprise, copy/fax/print/scan Printer type: laser multifunction printer Color: color Maximum print resolution:1200 x 1200 dpi Ethernet connection: yes Monochrome print speed: 45 Printer connectivity type: wired Item dimensions: 26.81 x 33.07 x 44.68 in Item weight: 171.74lbs B&w pages per minute: 42 pages per minute. Print media type: envelopes, paper (plain), transparencies Printer outlook: colour	
WMI	Lot 1 B	GPS enabled cameras.	13.1 megapixel at 4:3 / 12.8 megapixel at 3:2 aspect ratio	

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015		Powershot sx230 hs or equivalent	1.5"-type cmos sensor 24-120mm equivalent f2-3.9 lens with optical image stabilizer (5x optical zoom) Iso 100-12800 Dual control rings 3" tilting touch lcd with 1,040,000 dots 1080/30p hd video 2 year warranty Required spare parts and consumable where applicable	
WMI 016	Lot 1 B	Arcgis software licenses Arcinfo concurrent licenses	Arc GIS software Advanced Version licenses (50 users) Perform advanced GIS data analysis and modeling Produce publication-quality maps Perform advanced data translation and creation Perform advanced feature manipulation and processing Convert data for CAD, raster, dBASE, and coverage formats Access complete GIS data editing capabilities Use disconnected editing in the field Create interactive maps and scenes from file, database, and online sources Visually model and spatially analyze a process or workflow Access statistical tools for analyzing spatial patterns, clusters, and relationships Run scripting, geoprocessing and other operations using Python Create street-level maps that incorporate GPS locations View CAD data or satellite/aerial imagery Use charts to visualize categories, relationships, distributions, and change in your data. Publish and share maps and projects as packages and services on the web, mobile apps, and social media. 2 year warranty Required spare parts and consumable where applicable	
WMI 017	Lot 1 B	Arcgis concurrent licenses Arcview use	Generate reports, graphs and charts Creation of 2D and 3D graphs Elevation surface data display and analysis On the fly raster data analysis Display raster data in gradual color ramp stretching	

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			algorithms Cartographic tools Should support various raster data formats Should be able to access and allow editing of geodatabase from the server Should allow raster editing and vectorization Multiuser geodatabase editing and archiving Inspect errors by zooming, panning or selecting the features (topology rules) Export of Topology errors Should have supported scripting environments e.g. JavaScript, C++ etc Visually model and spatially analyze a process or workflow. Create interactive maps from file, database, and online sources Perform queries in identification of features, measuring distances and areas, selecting data by location and attributes. Create street-level maps and incorporate GPS locations View CAD data or satellite images 2 year warranty Required spare parts and consumable where applicable	
WMI 018	Lot 1 B	Arcgis spatial analyst extension	Convert features (point, line, or polygon) to rasters Create raster buffers based on distance from or proximity to features or rasters Generate density maps and continuous surfaces from point features Derive contour, slope, viewshed, aspect, and hillshades of these surfaces Perform map algebra (Boolean queries and algebraic calculations) Conduct neighborhood and zone analyses Carry out discrete cell-by-cell analysis Perform grid classification and display  Arc GIS software licenses 1. Data Reviewer License	

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			2. Geostatistical Analyst License Provides a powerful suite of statistical models and tools for spatial data exploration and optimal surface generation. It allows you to create a statistically valid prediction surface, along with prediction uncertainties, from a limited number of data measurements. From determining whether an environmental safety threshold has been exceeded to locating mineral deposits 2 year warranty Required spare parts and consumable where applicable	
WMI 019	Lot 1 B	Arcgis 3d analyst extension	Create spherical 3D visualizations, fly-throughs, and animations Build and visualize surface, subsurface, terrain, and draped features Manage 3D GIS data by editing in a 3D view Perform viewshed, corridor, line-of-sight, and 3D volumetric analyses; spot height interpolation profiling; and steepest path determination View and create KML and view lidar data Create contours and terrains Import Collaborative Design Activity (COLLADA), SketchUp®, 3D Studio, and OpenFlight files Use free 3D globes and imagery from ArcGISSM Online services Calculate surface area, volume, slope, aspect, hillshade, and contours Arc GIS software licenses 1. Network Analyst License 2. Publisher License 3. Schematics License 4. Spatial Analyst License Provides a broad range of powerful spatial modeling and analysis tools. You can create, query, map, and analyze cell-based raster data; perform integrated raster/vector analysis; derive new information from existing data; query information across multiple data layers; and fully integrate cell-based raster data with traditional vector data sources 2 year warranty	



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WMI 020	Lot 1 B	Arcgis geostatistical analyst extension	Required spare parts and consumable where applicable Explore data variability and spatial relationships, look for unusual data values, and examine global and local trends Utilize multivariate analysis to create optimal statistical models to produce reliable maps of predictions, prediction errors, quantiles, and probabilities for improved decision making Modify model parameters interactively or automatically optimize them using cross validation Determine optimal locations to create or update a monitoring network Prepare for worst-case scenarios by simulating many possible realizations of an environmental process Arc GIS software licenses 1. Tracking Analyst License 2. Workflow Manager License 3. Image Analyst License 4. ArcGIS LocateXT License Develop and enforce standard, repeatable GIS workflows throughout the enterprise, ensuring that the right work is completed correctly by the right person or team at the right time. This greatly improves the efficiency of your GIS operations and the productivity of your teams, including contractors 2 year warranty Required spare parts and consumable where applicable	
WMI 021	Lot 1 B	Erdas imagine professional software licenses	Geographically connect files across viewers SIPS Image Chain display Compress into MrSID, ECW, and JPEG2000 formats Use more than 200 different image and GIS data formats Rapidly display and roam through imagery, vectors, and LiDAR Create and edit Shapefiles Create and print maps in more than 1000 different projected coordinate systems Display and analyze Esri® Geodatabases 2D, 3D, and profile viewing of point clouds	

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			<p>Virtual mosaic of imagery                      Polynomial-rectify images                      Batch processing                      Parallel batch processing                      Orthorectify images                      Advanced image mosaicking into a single image or image tiles                      RGB-encode, edit, filter, merge, and split point cloud data                      Interpolate surfaces                      Perform spatial, radiometric, and spectral enhancement                      Analyze radar images                      Perform advanced multispectral image classification and point cloud classification                      Perform graphical spatial modeling                      Extract information from hyperspectral imagery                      Machine and Deep Learning algorithms                      Spectral image processing with tools that rely on established, scientific mapping methods to perform spectral analysis - using pixel responses at different wavelengths to obtain information about the materials within each pixel. These tools detect targets, calculate vegetation and forest health, map materials of interest and much more.                      Data analysis tools use proven algorithms to quickly, easily and accurately discern information about an image, such as generate image statistics, measure features and model topographic characteristics.                      Specialized tasks from rigorous orthorectification and feature extraction, to atmospheric correction and DEM extraction, can all be accomplished using one software package                      Search an image for statistical and spectral distinctions from the background landscape Look for areas of change by comparing two images from different dates using band ratio or feature index techniques                      Classify terrain automatically or with user-defined specifications                      Perform change detection between two classification results                      Find objects of interest using parameters based on spatial,</p>	

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			spectral, and textural characteristics Correct imagery to account for terrain and sensor distortion Improve the georeferencing of an image by tying it to an accurate base map Perform a line of site analysis Set of automated workflows designed to take advantage of multispectral imagery Set of automated workflows designed to take advantage of hyperspectral imagery 2 year warranty	
WMI 022	Lot 1 B	Server operating system license	Windows server 2019 Windows Server operating system by Microsoft, as part of the Windows NT family of operating systems. It is the second version of the server operating system based on the Windows 10 platform, after Windows Server 2016 Data center with Graphical user interphase Support for Spatially Enabled Databases Geodatabase Management Create and manage GIS Web Services Support for web mapping Apps Support for smartphone and tablet Apps Hosting/managing map-centric content e.g web portals Image processing and analysis Web Editing Visualizing 3D spatial content Geoprocessing Real-Time Data Processing and Monitoring License 3-year subscription Can run on Windows & Linux Script and automate workflows Create analytical models and model chains Support disconnected/field editing Create geoprocessing services from ArcGIS Desktop analysis tools Serve ArcGIS 3D Analyst tools Serve Business Analyst tools and apps Serve ArcGIS Spatial Analyst tools 2 year warranty	

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WMI 023	Lot 1 B	Photocopier	color copier and printer all-in-one - a3, 11x17, copy, print, scan, double sided, 50ppm, 2 trays and stand Features: copy, print, scan, network, duplexing Engine speed: up to 50 ppm Maximum paper size: 11" x 17" or a3 Standard trays: 2 x 550 sheets + 100-sheet bypass tray 2 year warranty Required spare parts and consumable where applicable	
WMI 024	Lot 1 B	Trimble data collector	Mobile mapper 10, trimble;20 channels; Windows 10 enterprise operating system; lithium battery of 20hrs duration minimum; GSM display 3.5-4'; 1-2 meters real time precision in SBAS mode; communicate through bluetooth, USB, wifi, GSM/GPRS; 600MHZ processor; memory of 128MB and 256MB for SDRAM and NAND or equivalent 2 year warranty Required spare parts and consumable where applicable	
WMI 025	Lot 1 B	Antivirus software licenses	Kaspersky or equivalent total space security international edition. 40-50 users covering: windows workstations., file server, internet gateway Server running windows server 2008 r2 or higher 2 year warranty	
WMI 026	Lot 1 B	Backup software license	Backup software license Enterprise backup solution with cloud support and secure gateway For backing up and synchronizing your files to the same drive, a different drive or medium, an FTP server, a Network or a Zip archive. Backup and Restore Windows 11, 10, 8, 7 Protection from Viruses Protection from Malware P rotection from Ransomware Protection from Hard Disk Failure Protection from Data Corruption 2 year warranty	

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WMI 027	Lot 1 B	Microsoft office software licenses	<p>Microsoft office software licenses or equivalent  MO 2019 enterprice or higher with licence  Create with confidence Produce engaging documents and presentations with new, modern visuals and quickly find what you need with improved navigation features and search functions.  Organize your work and life Efficiently manage your messages, appointments, contacts, and tasks in one place. Easily stay on top of meetings, deadlines, and family time, too.  Track and organize effortlessly Use fewer and more robust formulas to quickly build spreadsheets that update as information changes. Find data fast with improved navigation features and search functions.  Work together seamlessly Easily share files and get notified when others make edits or mention you in comments and quickly catch up on what's changed every time you open a document.  Improved performance features help your system run faster and new autosave1 means you'll never lose your work again.  2 year warranty</p>	
WMI 028	Lot 1 B	LCD projectors (conference, lectures, GIS)	<p>Wxga interactive projector, 1280x800, 3500 lumens  Bright display - 3,500 lumens color/white brightness  Pen- and touch-based interactivity allows up to six users to draw, share and collaborate at once using familiar gestures  Easy content sharing - share images between the big screen and wirelessly connected mobile devices for individualized learning  Ultra-short-throw interactive display - get a large, easy-to-read 100" image from as little as 11" away with virtually no shadow interference  Long-life lamps  Product dimension: 14.5 x 15.8 x 5.9 inches  2 year warranty  Required spare parts and consumable where applicable</p>	
WMI 029	Lot 1 B	Video Conferencing Facilities and Accessories	<p>120-degree field of view  Supports the highest HD video quality for network bandwidth and apps, including Ultra 4K, 1080p and 720p</p>	

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			<p>Doubles as a speakerphone                      wireless connection to Bluetooth mobile devices                      Universal video conferencing solution that supports zoom, Google meet                      PAN tilt zoom Smart detection and BEAM forming microphones</p> <p><b>VIDEO INPUT</b>                      Type Digital video camera (color) - desktop                      Interface Type SuperSpeed USB 3.0                      Digital Video Capture Resolution 3840 x 2160                      Video Modes 720p, 1080p, 4K, 1440p, 900p                      Optical Zoom15                      Camera Mechanical DesignPan / tilt / zoom                      Features Security lock slot (cable lock sold separately), Auto Focus, motorized pan, motorized zoom, motorized tilt, 30 fps, 180° pan, +50° / -90° tilt, 52.2° field of view (vertical), 82.1° field of view (horizontal), 90° diagonal field of view</p> <p><b>AUDIO INPUT</b>                      Type Microphone - external                      Microphone Operation Mode Omni-directional                      Frequency Response90 - 16000 Hz</p> <p><b>AUDIO OUTPUT</b>                      Type Speaker(s)                      Frequency Response300 - 10000 Hz                      Total Harmonic Distortion (THD) 2.5%                      Input Device                      Type Remote control                      Connectivity Technology Wireless                      Expansion / Connectivity                      Interfaces 1 x network - Ethernet 10Base-T/100Base-TX/1000Base-T - RJ-45   1 x microphone   2 x display / video</p>	

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			<p>- HDMI   1 x USB 3.1 - 24 pin USB-C   1 x USB 3.1 - 9 pin USB Type A   2 x USB 3.1 - 9 pin USB Type B   2 x audio</p> <p><b>SOFTWARE / SYSTEM REQUIREMENTS</b> OS Required Google Chrome OS, Apple MacOS X 10.10 or later, Microsoft Windows 7 / 8.1 / 10</p> <p>2 year warranty Required spare parts and consumable where applicable</p>	
WMI 030	Lot 1 B	White boards (conference, lectures, GIS lab)	<p>Offex mobile dry erase whiteboard Easily flip reversible board for twice the writing area. Magnetic surfaces allow users to display papers or posters. 1" aluminum frame gives professional and clean appearance. Take advantage of great mobility with four casters and two locking brakes. Full length marker/eraser tray provides ample room for board materials. Item number: of mb7240ww Material: painted steel Frame: aluminum; 1" edging Surface style: magnetic painted steel Approximate Full dimensions: 74.5" w x 23" d x 69" h Approximate Board dimensions: 72" w x 40" h Approximate Base dimensions: 74.5" w x 23" d Tray style: full length Casters (4): 2" casters; two casters include locking brakes 2 year warranty Required spare parts and consumable where applicable</p>	

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WMI 031	Lot 1 B	Smart Board	Interactive smart board for teaching with the appropriate software. Onescreen touch screen 4k full uhd, hdr support led 10-touch with android 5 os, onescreen annotate sw, wireless keyboard and flush wall mount included (55") Smart board touch screen display 4k uhd resolution led touchscreen monitor 10-touch smart board Multi-user interactive touchscreen display Smart board annotation software and interactive collaboration software included 102 inches or higher With licenced use software	
WMI 032	Lot 1 B	Full HD camcorder 20x high-definition optical zoom lens	Full hd camcorder 20x high-definition optical zoom lens Advanced hd cmos pro image sensor with improved low-light performance 1080/60p recording in mp4 Built-in wi-fi technology with ftp transfer capability 3.5-inch oled viewscreen with 10,000:1 contrast ratio and evf Dual sd card slots, using readily available, consumable media 10GB SD card (provide) Intelligent optical image stabilization system with powered and dynamic modes and auto on/off High-capacity battery included Carry bag Canon HF G40 camcorder or equivalent 2 year warranty Required spare parts and consumable where applicable	
WMI 033	Lot 1 B	Virtual classroom or equivalent software for internet conferencing	Learner management software intergrated multiple hosts Windows software support secure Video conferencing Make teamwork feel more personal by communicating face-to-face in online meetings. Virtual events Hold secure web meetings and webinars for up to 1,000 attendees and broadcasts for up to 10,000. Audio conferencing Join meetings with a mobile device, a	



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			<p>dial-in number, and an online meetings app such as Microsoft Teams.  Meeting devices Get additional capabilities from devices such as a speakerphone or room system designed specifically for online meetings.  2 year warranty  Required spare parts and consumable where applicable</p>	
WMI 034	Lot 1 B	Public address system	<p>Large Public Address Sound System 400 Watts, 6 Input Mixer Amplifier, 60-Watt Paging Horns, Line Array Speaker, Microphone  Transformers multiroom receiver  Noise cancelling microphones  Standby power backup  Receiver (Wireless and bluetooth support 700Watts RMS or higher  Power surge protection  2 year unlimited warranty and support  System Includes:  (2) TOA HX-5W-WP Variable Dispersion Speakers with MT-200 Matching  (1) Atlas Sound BIA-100 Paging Horn with PD60AT Compression Driver  (1) Atlas Sound AA400PHD Mixer Amplifier  (1) Atlas Sound DS7E Microphone Stand &amp; (1) Pure Resonance UC1S Ultra-Clear Dynamic Vocal Microphone  2 year warranty  Required spare parts and consumable where applicable</p>	
WMI 035	Lot 1 B	LED Monitors	<p>70" Screen LED-Lit Monitor  Large display for conference rooms: Easily collaborate thanks to a wide viewing angle, sharp text and consistent color.  Easy to connect and manage: Quick wireless connectivity,  convenient access to DP, HDMI and VGA ports makes setup quick and easy, while the RS232 interface allows for easy manageability.  Reliable with best-in-class support</p>	

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			Diagonally viewable size: 1765.63 mm (69.513 inch) Aspect ratio: 16:9 Optiman resolution: 1920 x 1080 at 60 Hz Contrast ratio: 4000 to 1 (typicall) Brightness: 400 cd/ m2 (typical) Response time: 6ms (GTG)with overdrive Viewing angle: 176° vertical / 176° horizontal Color support: Color Gamut: CIE1976 (86 %)/CIE1931 (72 %) Number of Colors: 1.07 billion Backlight technology: LED light bar system Audio output: Audio line-out Stand: Chief RLT2 Wall Mount Kit Flat Panel Mount Interface: VESA mounting support 400 mm x 400 mm Connectivity: VGA x1, HDMI (vr1.4, MHL 2.0 combo) x2, DisplayPort1.2 x1, USB 2.0 x 3, Audio in, Audio out Size and weight: Dimensions with stand (H x W x D): Height: 920.62 mm (36.24 inches) Width: 1584.22 mm (62.37 inches) Depth: 79.1 mm (3.11 inches) Dimensions without stand (H x W x D): Height: 920.62 mm (36.24 inches) Width: 1584.22 mm (62.37 inches) Depth: 79.1 mm (3.11 inches) Weight: With packaging: 58.2 kg (128.0 lb) Panel only: 39.0 kg (85.8 lb) 2 year warranty Required spare parts and consumable where applicable	
WMI 036	Lot 1 B	Server	blc7000 with 4 x bl660c g8 blades superior sas 1 x blc7000 enclosure includes 4 x bl660c g8 full-height blades installed and 4 x empty device bays for future expansion Onboard management: bladesystem onboard administrator Blade servers condition: aventis systems certified reconditioned blade servers Blade enclosure condition: aventis systems certified reconditioned blade enclosure Power input: single phase ac power input module Power supply: 6 x hot plug redundant power supplies Fans: 10 x hot plug active cool 200 fans Interconnect options - bays 1 & 2: 1 x hp c-class 1gb ethernet pass-thru module	

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			Processors per blade server: per blade: 4 x intel xeon e5-4610 v2 8-core 2.3ghz 16mb cpus Memory per blade server: per blade: 128gb (16 x 8gb) ddr3 pc3-10600r 1333mhz Hard drives per blade server: per blade: 1.2tb (2 x 600gb) 10k 6gb/s sas 2.5" hdds Server raid controller per blade server: per blade: hp smart array p220i raid controller with 512mb fbwc Remote management per blade server: per blade: ilo 4 management engine Onboard network adapters per blade server: per blade: 2 x onboard hp flexfabric 10gb 2-port 534flb flexibleloms 2 year warranty Required spare parts and consumable where applicable	
WMI 037	Lot 1 B	Server Cabinet	Tripp lite 42u value series standard-depth rack enclosure cabinet, 2400-lb. Capacity with doors & side panels, black (sr2400) Package content: keys, 2 side panel keys, 4 side panels, 4 side panels locks, casters, 50 m6 screws, 50 m6 washers, 50 m6 cage nuts Color: black Rack size: 19" Standard 24" (600mm) width and 42" (1050mm) depth for optimal use of floor space 2400 lb. Stationary / 2250 lb. Rolling load capacity Rolls through a standard 80" tall doorway; ships fully assembled Locking, removable, reversible front and rear doors and locking, removable side panels keyed alike with doors Pre-installed casters and leveling feet Pci compliant 2 year warranty Required spare parts and consumable where applicable	
WMI 038	Lot 1 B	Technical Pens	Excellent sensitivity: amber stylus with the design of technical team and the test of many ipad or equivalent users can offer you smooth writing experience as a real pen. No	

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			<p>break point, no any offset and no lag.            Power-saving feature: the active pen with a micro usb cable supports 30-day standby time and 40-hour playing time only for 4-hour charging time, auto power-off after 120 seconds when the pen moves out the touchscreen.            Replaceable rubber tips: the fine point styli come with 3 rubber-made tips so that protect your ipad or equivalent screen from being scratched and without any noise when writing, every pen tip can be used for 500 hours.            Wide compatibility: the digital styli is 100% compatible with ipad or equivalent/ipad 2 or equivalent /new ipad 3 or equivalent /ipad 4 or equivalent /ipad air or equivalent /ipad air 2 or equivalent /ipad pro or equivalent /ipad mini or equivalent /ipad mini 2 or equivalent /ipad mini 3 or equivalent /ipad mini 4 or equivalent            2 year warranty            Required spare parts and consumable where applicable</p>	
WMI 039	Lot 1 B	Plotter - 42" plotter	<p>Everyday matte polypropylene roll film, 120 g/m2, 2 in. Core, 42 in. X 100 ft, white (2 rolls/carton)            Sold 2 per carton            Guaranteed flaw-free and jam-resistant.            Durable, tear-resistant indoor/outdoor film.            Vibrant, eye-catching color printing.            Six-month indoor, sunlight-exposed permanence rating            2 year warranty            Required spare parts and consumable where applicable</p>	
<b>LABARATORY EQUIPMENT</b>				
WMI 040	Lot 1 C	Gas chromatograph	<p>The gas chromatograph. Its patented high-performance oven delivers the fastest heat-up and cool-down of any oven in the business, and that means shorter injection-to-injection times, and the ability to run more samples per day.            1. Intuitive graphic user interface with large touchpad color LCD (5.7").            2. Automatic loading and saving up to 20 different analytical methods.            3. High speed data process by network (LAN) communication.</p>	

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			<p>4. Various inlets and detectors installable up to three per each. 5. Time control : Automatic turn-on/off</p> <p>6. Ten heated zone : 1 heated oven zone Three heated injector zone</p> <p>Three heated detector zone Two heated valve zone One heated methanizer zone</p> <p>The system including: GC Oven System Module, Capillary inlet (Split/Splitless) system, Flame ionization detector, Thermal conductivity detector, <math>\mu</math>ECD Assembly, Start-up kit (Installation kit) System Suitability Test, Auto sampler with mounting kit and auto sampler control Moisture trap, conditioned mol. sieve, 1/8in., Oxygen Trap, O<sub>2</sub>/H<sub>2</sub>O, 1/8" Trap, Hydrocarbon, 1/8", 200cc, Computer with monitor, keyboard, mouse and printer</p> <p>GC Oven System Module: (1) Usable volume : 14L (2) Automatic cooling under processor control (3) Temperature operating range : 4°C above ambient to 450°C or more (-80°C ~ 450°C) (with LN<sub>2</sub> cryogenic cooling) (-40°C ~ 450°C) (with CO<sub>2</sub> cryogenic cooling) (4) Temperature set-point : 0.1°C (5) Programming: 25 ramps, 26 steps temperature program (6) Maximum heating rate: 120°C/min</p> <p>(7) Maximum heating set point rate: no limitation (8) Run time: Maximum 9,999 min (9) Cool down rate: 6.5 minutes from 450°C to 50°C</p> <p>5.5 minutes as option (10) Temperature program method: Maximum up to 20</p> <p>(11) Temperature stability: <math>\pm 0.01^\circ\text{C}</math> (Isothermal), <math>\pm 0.1^\circ\text{C}</math> (Gradient)</p> <p>(12) Improved column conditioning function: Automatic set of split flow up to 5 ml/min on column conditioning (13) Prevention of oven malfunction (Over heating)</p> <p>(14) Heated Device: 10 heated zones standard a. one heated oven zone b. Three heated injector zone c. Three heated detector zone d. Two heated valve zone e. One heated methanizer zone Inlet: - Maximum no. of installation: three)</p> <p>(1) Packed inlet a. Maximum Temperature : 450 °C b.</p>	

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			<p>Pressure setting range : 0.001 ~ 100 psi (optional 150 psi)</p> <p>c. Total flow setting range : 0.1~100 ml/min d. Flow stability &lt; ±0.05ml/min e. Pressure stability &lt; ± 0.005psi</p> <p>f. Temperature set point : 0.1°C g. Temperature stability &lt; ±0.1°C (2) Capillary inlet (Split/Splitless) a. Maximum Temperature : 450°C b. Pressure setting range : 0.001 ~ 100 psi (optional 150 psi)</p> <p>c. Total flow setting range : 0.1 ~ 400 ml/min N2 / 0 ~ 1000ml/min He/H2</p> <p>d. Splitless time set point : 0.01min e. Total Flow stability &lt; ±0.05ml/min f. Pressure stability &lt; ± 0.005psi</p> <p>g. Temperature set point : 0.1°C h. Temperature stability &lt; ±0.1°C i. Maximum split ratio: 7,500 j. Column ID: 0.05 to 0.53 mm ID</p> <p>k. Septum purge: Fixed (3) On-column inlet a. Maximum Temperature : 450 °C</p> <p>b. Pressure setting range : 0.001 ~ 100 psi c. Total flow setting range : 0.1 ~ 100 ml/min d. Flow stability &lt; ±0.05ml/min e. Pressure stability &lt; ± 0.005psi</p> <p>f. Temperature set point : 0.1°C g. Temperature stability &lt; ±0.1°C</p> <p>h. Temperature programming up to 5 steps 3) Advanced Pneumatic Control</p> <p>(1) Up to 6 APC blocks for inlets, detectors or auxillary gases</p> <p>(2) Increased precision and accuracy in pressure and flow rate</p> <p>: Increased the number of times sampling for flow and pressure</p> <p>: Increased the number of times controlling for valves</p> <p>: Shockproof APCs : Automatic compensation for temperature &amp; pressure in installation condition (3) Up to 6 APCs can be installed and up to 18 channels of APC</p> <p>(4) Flow setpoint : 0.1ml/min (5) Pressure setpoint : 0.001psi</p> <p>(6) Pressure display value: 0.001 psi (7) All gas flows</p>	

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			<p>controlled by APC            (8) Available gasses : N<sub>2</sub>, He, H<sub>2</sub>, Air, Ar/CH<sub>4</sub> (9) Board for use of APC control : APC Main B/D (10) Constant Flow (11) Constant Pressure (12) Programmed Flow : 5step (13) Programmed Pressure : 5step (14) Leak detection (15) After an alarm for a shortage of gas, it automatically saves the method to method no. 0 and shuts down (16) Gas saver            4) Detector - Maximum no. of detector installation: three            - Data Acquisition Rate : 200 Hz (1) Flame Ionization Detector a. 450 oC maximum operating temperature b. Automatic flame ignition c. Temperature set-point : 0.1 C d. Ignition message: Alarm message as 'Flame out' e. MDL : 1.5 pg carbon/sec (dodecane) f. Linear dynamic range : 10<sup>7</sup> g. Temperature stability : ± 0.1C h. Air : 0~500 ml/min e. H<sub>2</sub> : 0~100 ml/min f. Make-up gas : 0~100 ml/min            (2) Thermal Conductivity Detector a. 400oC maximum operating temperature            b. Flow through cell : 4 Rhenium-Tungsten filaments c. MDL : 2.5 ng/ml (Standard), 400 pg/ml (uTCD) e. Filament protection f. Temperature set-point : 0.1C g. Ref : 0~100 ml/min h. Make-up : 0~100 ml/min (3) Micro-Electron Capture detector Radiation source: 63Ni, MDL: 4.4 fg/S, Max. Temperature: 450 °C, w/APC, Data sampling rate: 200 Hz            5) Gas Sampling Valve (1) Up to 4 gas sampling(or Switching) valves(option: totally 8 valves) (2) Maximum 20 methods for gas valve switching (3) Various gas sample loops available (4) Purge housing option for very low trace level analysis (5) Area repeatability (precision): &lt;2%(with a standard mixture of gas analysis)            Chromatography Data System YL-Clarity Data system            (1) Full control of GC system            (2) Measuring: Simultaneous data acquisition from up to four independent chromatographs, each chromatograph can acquire data from up to 12 detectors.            (3) Integration: There is extensive possibility to modify chromatograms. The chromatogram can be changed by entering global parameters or interactively, through direct graphic</p>	

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			<p>modification of the baseline. (4) Overlay: Simultaneously displays a virtually unlimited number of chromatograms and their mathematical modification; for example, mutual deductions or derivations of any order.</p> <p>(5) Calibration: Internal and external standard calculation methods, calibration of groups of peaks and reference peaks method for better identification.</p> <p>(6) Automated measuring support: Sequence tables for any set of samples with or without an autosampler. (7) Postrun: Automatically displays, prints, exports and starts other programs after the completion of a measurement. (8) Summary result tables: Displays and prints selected results from all simultaneously displayed chromatograms.</p> <p>(9) User settings: User selects parameters for peak display and the specification for axes, including color from an extensive array of color settings. Text labels and lines, either as part of the area or anchored to a chromatogram, may also be inserted.</p> <p>(10) Export: Optional exportation of all results, with or without the chromatogram, in various formats, into a file or clipboard. (11) Import: Imports chromatograms or mathematical curves, which have been saved in text or AIA formats, from other programs. (12) Method and calibration history: Each chromatogram can easily be displayed under the same conditions as when it was printed, exported or saved.</p> <p>(13) Column performance: Calculations of peaks in terms of symmetry, efficiency, resolution; all by several methods (tangent, moments, etc.).</p> <p>(14) Batch: Automatically batch processes, displays, exports or prints any number of chromatograms. (15) User calculations: Users can define custom calculations in the Result and Summary tables. Using the integrated editor you can create your own columns from original columns and individual mathematical functions.</p> <p>(16) User accounts: Sets up access rights and passwords (including their parameters e.g., minimum length, validity, etc.). Each user can define his or her own station</p>	



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			<p>appearance. (17) Audit trail: Records selected events and operations into a special file. Records selected operations directly into a chromatogram.</p> <p>(18) Electronic signature: Each chromatogram can be signed electronically. Signature selection is based on the username or the signature certificate.</p> <p>(19) Networked Solution: chromatography station files can be accessed from networked computers using software. This enables the offline evaluation of chromatograms, development of new methods and printing reports.</p> <p>(20) 21 CFR Part 11: Satisfies with the requirements of the 21 CFR Part 11 directive of the FDA.</p> <p>ChroZen PAL Autosampler  3-dimensional movements , should pick and move vials, vial capacity 648 ml of 2ml  ChroZen PAL LSI system for liquid injection consisting of: 1 pc PALbase 850 X/Y unit with PAL Control Board iMX6 1 pc PAL LSI z-head 1 pc Safety guard 1 pc PALpower and cables 1 pc Liquid Syringe Tool 1 pc Standard Wash module 2 pc Smart Liquid Syringe 10uL, Gauge 26S, conical, metal plunger 1 pc Tray Plate for 3 different MTP. DW plates or sample racks (VT12,VT15,VT54,VT70) 3 pc Sample Rack for 54 vials of 2mL including mounting kit  ChroZen PAL System Vial 2CV, 1.5ml Clear Glass with Label, designed for the YL PAL Autosampler. 12x32mm, 1st Class Hydrolytic Glass, fits ND9 Screw Caps, Pk of 100 Pcs ChroZen PAL System Screw Cap 2CV, designed for the YL PAL Autosampler. ND9, Magnetic, Gold, Silicone/PTFE Septa 1.0mm, Pk of 100 pcs  a. Syringe volume: 0.5, 1, 5, 10, 25, 50 and 100ul b. Tray capacity: 121 vials, 2ml; c. Maintenance: Preventive counters available d. Electrical control: LAN and TTL; e. Syringe area illumination: yes (programmable) Filling: a. Sample volume: as low as step of 0.1ul b. Air volume: as low as step of 0.1ul c. Filling speed: 1-100ul/sec d. Viscosity delay: 0-15s e. Bubble elimination: Up to 15 pull up strokes  Injection: a. Injection speed: 1-100ul/sec b. Injection</p>	

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			<p>depth: Programmable c. Pre and post injection delay: 0-99s            Washing: a. Type: pre-injection, sample, post-injection b.            Solvent capacity: 6x10ml vials c. Mode: Single or double            wash Internal standard technique: a. IS volume: as low as            step of 0.1ul b. Air gap volume: as low as step of 0.1ul c.            Mode: 1 or 2 air gaps            2 year warranty            Required spare parts and consumable where applicable</p>	
WMI 041	Lot 1 C	Auto-analyzer	<p>Measures nitrate/nitrite, ammonia, and phosphorus            Flow injection analysis method; .5% accuracy; max. of 5            channels; dual beam photometer of 360-880nm detector type;            interference filter type; heating unit of 25-160°C; reagent            pumpo f 12 and 16 positions controlled by a software;            dilutions from 1.6-4000fold; 1mm,10mm or 20mm path length of            Flow cell; 10ul-1500ul sample volumen; 64bit Windows 7 or 8;            omnion4.0 ,data quality management enabled, LIMS            import/export capability and multi language software; sample            throughput of 60-120 tests per hour /channel             2 year warranty            Required spare parts and consumable where applicable</p>	
WMI 042	Lot 1 C	High-performance liquid chromatography (hplc)	<p>Redefines the liquid chromatography experience, offering the            flexibility, performance and efficiency needed to tackle even            the most challenging analytical demands. With the option to            customize your experience with a wide range of detectors and            accessories.             Includes Vacuum Degasser, Gradient Pump for quaternary LPG            with dual heads including LCD touch screen, YL9120 UV/Vis            Detector with dual wavelength, YL9170 Refractive Index            Detector(RID), YL9131 Column Compartment for two valves,            Autosampler, capacity 120 samples, C18 Column, 100Å, 5µm, 4.6            mm X 150 mm, R1 Fraction Collector Parallel dual-plunger            pump, YL9110 Plus Low-pressure gradient Number of solvents :            up to 4 solvents Composition precision : &lt; 0.1% Gradient            formation : 4-channel mixing valve Composition accuracy : &lt;</p>	

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			<p>0.5%  Compressibility compensation : Automatic . Semi-prep : 0.01-50 mL/min  Flow rate accuracy : &lt;±1% at 1 mL/min Flow range : - Analytical : 0.001-10 mL/min  Maximum pressure Analytical : 6000 psi Automatic prime/purge  Operating range : 0-6000 psi up to 5 mL/min Leak detection, Diagnostics, Error detection Smart Control Setting any factors or pressing 'Purge' button, you can easily set the flow rate or solvent composition. Also, you can monitor the pressure and status of pumps. LCD control pad added to pump provides easy-to-get ready status with a finger tab and monitors a pump without a software.  UV-VIS Detector Wavelength range : 190-900 nm Dual wavelength detection  Data collection rate : up to 125 Hz Light source : Deuterium lamp &amp; tungsten lamp  Noise level : &lt; ±0.35 X 10<sup>-5</sup> AU , 254 nm, dry cell Drift : &lt; 1 X 10<sup>-4</sup> AU/hr Bandwidth : 5 nm Wavelength accuracy : ±1 nm Wavelength precision : ±0.1 nm  Linearity : &gt; 99.5% for 2.5 AU (Acetone, 254 nm) Path length : 10 mm ( Analytical cell ) / 3 mm ( Semi-prep cell )  Cell volume : 10 µL ( Analytical cell ) / 5 µL ( Semi-prep cell ) RI Detector range : 1.00-1.75 RIU Noise : &lt;5 x 10<sup>-9</sup> RIU (Analytical) / &lt;10 x 10<sup>-8</sup> RIU (Semi-prep) Flow cell volume : 9 µL (Analytical) / 7 µL (Semi-prep)  Cell pressure : 6 kg/cm<sup>2</sup> (84 psi) RS232 control  Number of channel : 4 channels Maximum flow rate : 10 mL/min per channel  0-2.0 mL/min per channel for 70% gas removed from methanol  Internal volume per channel : 925 µL per channel Materials in contact with solvent : Teflon AF and PEEK Temperature range : 4 °C (Cooling)-90 °C  Temperature stability : ±0.05 °C Temperature accuracy : ±0.5 °C  Temperature programs : 40 Steps Column capacity : - Analytical : Max. 3 ea of 30 cm column (Max. OD 18 mm) Semi-</p>	

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			<p>prep : Max. 2 ea of 30 cm column Heat-up time : 16 minutes from 4 °C to 80 °C Cool-down time : 13 minutes from 80 °C to 4 °C</p> <p>Fraction collector for Collecting peaks of interest separately using any combination of slope, level, and time. Collecting uniform fractions by time, drop count, or pumped volume. Easy to use symbolic touch screen interface</p> <p>YL9150 Plus Auto injector Sample capacity : Up to 120 samples (2 ml vial), 80 samples (4 ml vial) Carry over : &lt; 0.04% with standard wash Typically &lt; 0.02% with extra wash Reproducibility : RSD &lt; 0.3% for full loop injections RSD &lt; 0.5% for partial loopfill injections (Injection volume &gt; 5 µL) RSD &lt; 1.0% for µl pick-up injections (Injection volume &gt; 5 µL) Injection volume : 1 µL-400 µL, with 0.1 µL increment</p> <p>Foxy R1 Fraction Collector Operating temperature range from 0 to 40 degrees C. Standard 1/16 inch OD (0.030 inch ID) tubing included for collection up to 25 mL/min. Includes (1) rack for (144) 13 mm tubes. (Substitution of same-price racks must be specified on purchase order. Tubing package for 25-125 mL/min collection, extra.)</p> <p>HPLC YL-Clarity Data system</p> <p>(1) Full control of HPLC system YL-Clarity (2) Measuring: Simultaneous data acquisition from up to four independent chromatographs, each chromatograph can acquire data from up to 12 detectors. (3) Integration: There is extensive possibility to modify chromatograms. The chromatogram can be changed by entering global parameters or interactively, through direct graphic modification of the baseline. (4) Overlay: Simultaneously displays a virtually unlimited number of chromatograms and their mathematical modification; for example, mutual deductions or derivations of any order.</p>	

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			<p>(5) Calibration: Internal and external standard calculation methods, calibration of groups of peaks and reference peaks method for better identification.</p> <p>(6) Automated measuring support: Sequence tables for any set of samples with or without an autosampler.</p> <p>(7) Postrun: Automatically displays, prints, exports and starts other programs after the completion of a measurement.</p> <p>(8) Summary result tables: Displays and prints selected results from all simultaneously displayed chromatograms.</p> <p>(9) User settings: User selects parameters for peak display and the specification for axes, including color from an extensive array of color settings. Text labels and lines, either as part of the area or anchored to a chromatogram, may also be inserted.</p> <p>(10) Export: Optional exportation of all results, with or without the chromatogram, in various formats, into a file or clipboard.</p> <p>(11) Import: Imports chromatograms or mathematical curves, which have been saved in text or AIA formats, from other programs.</p> <p>(12) Method and calibration history: Each chromatogram can easily be displayed under the same conditions as when it was printed, exported or saved.</p> <p>(13) Column performance: Calculations of peaks in terms of symmetry, efficiency, resolution; all by several methods (tangent, moments, etc.).</p> <p>(14) Batch: Automatically batch processes, displays, exports or prints any number of chromatograms.</p> <p>(15) User calculations: Users can define custom calculations in the Result and Summary tables. Using the integrated editor you can create your own columns from original columns and individual mathematical functions.</p> <p>(16) User accounts: Sets up access rights and passwords (including their parameters e.g., minimum length, validity, etc.). Each user can define his or her own station appearance.</p> <p>(17) Audit trail: Records selected events and operations into</p>	

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WMI 043	Lot 1 C	Evaporator	<p>tolerance of 15-10%; frequency of 50/60Hz; power consumption of 35W; current consumption at 230v -0, 2A and 12V -0, 4A; pollution severity of 2; stepping motor drive; max. 6 bar pressure load; speed range of 5-240rpm infinitely variable.</p> <p>Rotary evaporator 5 liter heating bath Temperature up to 180°C</p> <p>Over heat protection Digital control LCD display Speed 30 to 280 rpm</p> <p>Automatic motor lift releases clockwise and anticlockwise directions</p> <p>cooling condenser USB interface for PC control and data transfer</p> <p>accuracy ±1°C timer up to 999 mins 1500 watt</p> <p>Including the evaporating flask, all fitting and vacuum pump</p> <p>2 year warranty Required spare parts and consumable where applicable</p>	
WMI 044	Lot 1 C	Nitrogen evaporator	<p>34 position, acid resistant with water bath; standard Flow control and pressure reducing regulator; dual band spring hoist assembly; timed and digitally controlled water bath temperatures; automatic gas Flow cut off; heat shut off option once cycle is complete; adjustable Flow meter of 0.30L/min; adjustable pressure regulator of 0.30psig; digital</p>	

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			<p>temperatura control; electronic timer; high temperature limit switch; precision needle valve tube assembly low nitrogen assembly of 330m/min/sample</p> <p>2 year warranty Required spare parts and consumable where applicable</p>	
WMI 045	Lot 1 C	Freeze driers	<p>Function: to either actively freeze samples placed on chilled shelves similar to a laboratory freezer, or passively freeze by utilizing a manifold with attached flasks that contain sample either directly or within vials.</p> <p>7 inch color touch screen Monitoring Drying curve software can print curve samples pre-freeze function Large opening trap Stainless steel Cold trap and control panel Stainless steel sample holder, common sample plate spacing adjustable Nitrogen inflation valve &lt;-56°C &lt;10Pa Ø215×216 mm chamber Ø22: 165 flasks Ø16: 285 flasks Ø 3×180 mm shelves</p> <p>2 year warranty Required spare parts and consumable where applicable</p>	
WMI 046	Lot 1 C	Advanced centrifuge	<p>Working pressure 0.5-25 bar, 8.5-365psig; free air delivery 1760-5300l/m 50-1500m<sup>3</sup>/min; working power 300-2000Kw 400-2700hp; impeller developed from high strength steel; automatic dual mode + constant voltage control mode that can be switched locally or remotely; Standard 12-15" screen; automatic remind for faults and maintenance; viewing of historical data locally and remotely, 0 - 4000 rpm adjustable Assorted Tubes sizes 15ml, 50ml, 100ml 0-99 minute adjustable Safety switch Automatic brake when lid opened Digital display for time and speed</p> <p>2 year warranty Required spare parts and consumable where applicable</p>	
WMI	Lot 1 C	Voltex evaporator	<p>Concentration system Decompression concentration by</p>	

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047		machine	circling shaking Rotation range 20-350rpm Temperature control range RT+10 to 80°C Accuracy of temperature control +/-1°C Attainable vacuum degree 7hPa(5mmHg) *1 Liquid capacity 250ml x 6 vessels Display of temp. and rotation setting Digital setting, digital display Off timer 0-99: 59 (hr:min.) Safety features Temperature fuse, breaker for heater and sensor, protection function for lock Manifold VTX-2000MN Glassware VTX-S25VF6 (round bottom) Aluminum block VTX-CDD (receiving flask: 2l) Temp. control, shaking portion VTX-CTRL, AC outlet: one connector, 4A Glass condenser VTX-CDD (receiving flask: 2l) Exhaust hose VTX-EP Material of liquid-contact part Glass, Teflon, PEEK, Perfluoro 2 year warranty Required spare parts and consumable where applicable	
WMI 048	Lot 1 C	Eppendorf vacufuge vacuum concentrator	Temperature rango RT.+5°C-160°C; Temperature accuracy ±0.5°C (@40°C); temperatura uniformity 0.1°C; timing range 1min-99h59min/∞; Heating time ≤15 min (from 25°C to 160°C); needle length150mm; nitrogen flowrate15L/min; nitrogen pressure0.1mpa; block quantity of 1; maximum power of 300W. Vacufuge™ Concentrator- Centrifuge Concentrator Max Speed: 1500RPM 1.5 ml X 60 rotor 15ml rotor Temperature control up to 60 degrees Including the full accessories and vacuum pump 0.1mbar; 10mm concentration time: 1min-99h59min LCD color display, touch screen button with key button dual	



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			<p>operation  over temperature warning  chamber is made of alloy aluminum  Polymethyl methacrylate transparent cover  2 year warranty  Required spare parts and consumable where applicable</p>	
WMI 049	Lot 1 C	Laminar flow biosafety cabinet	<p>Bench top / console model; minimum airflow velocity of 100 ft/ min (0.5 m/s) • All biologically contaminated plenums are negative to the room or surrounded by negative pressure plenums. • Two hose cocks on each side wall (total of four and six foot models. No gas cocks can be installed. • Electrical supply should be 115 or 230 volt, 50 or 60 Hertz, AC, three prong convenience duplex receptacle for grounded plugs installed in each side wall in the four and six foot models. It should be protected with thermal circuit breakers. • Self contained electronic module control panel; Hinged or sliding front window with audible and visual alarms; class ii chemical safety cabinet.  laminar flow cabinets biosafety cabinet class ii chemical safety cabinet  external size 1400mm x 750mm internal size 1200 x 600mm  Height 2200 mm including the floor stand  HEPA Filter Two, 99.999% efficiency at 0.3µm, filter life indicator  Front Window Motorized. Two-layer laminated toughened glass ≥5mm. Anti UV  Inflow: 462m<sup>3</sup>/h(272cfm) Exhaust35%:462m<sup>3</sup>/h(272cfm) Work Surface Height 750mm Max Opening 550mm (22'') Noise NSF 49≤67 dB/EN 12469≤65 dB  Illumination≥1000Lux Display LCD Display waterproof Socket 2,  Total consumption:≤500W Tap Water tap*1, Gas tap *1 Ground Resistance ≤ 0.10Ω  2 year warranty  Required spare parts and consumable where applicable</p>	

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WMI 050	Lot 1 C	Pure water system facility for deionization of water	A complete Thermo scientific nanopure water system facility for deionization of water; 254/185 UV Lamp, Membrane UF FILTER, 0.2µm Final Filter Pure Water: 0.0 to 250.0 µs/cm Ultra Pure: 0.0 to 18.3 M Ω/cm Flow rate/Capacity: 35 Liter per hour TOC (ppb) 0 - 5 Bacteria (cfµ/m) <1 Endotoxin (Eµ/m) <0.001 Particles (>0.22µm/m) <1 Used for: Analytical, Type 1 Grade water, AAS and ICP/MS/IC, HPLC, GC, TOC Organic Analysis, Cell & Tissue Culture, In Vitro fertilisation, Electrophoresis, R Nase, D Nase & DNA Free, Molecular Biology Features: Selftest for ensuring correct functionality, Built -in automatic reset function, Built in automatic sensor calibration, Filter Exchange Indicator, Display 16 x 2 Characters backlight LCD Display, Low Pressure limit for water feed, On Power Up 30 sec to 5 min, Auto Cleaning, Tank level Limit	
WMI 051	Lot 1 C	Muffle furnace	1200C vacuum lab controlled inert atmosphere muffle furnace; Precise temperature control using a PID programmable controller; Highly efficient thermal insulation using vacuum formed ceramic fibre boards and special light refractories with excellent thermal shock resistance; Stand alone control console optional; User friendly guided door operation; Plug and play ready to use furnace; operating temperature of 1200C; coil heating elements and air, inert atmosphere options; Positive pressure Not to exceed 0.02 MPa / 150 torr / 3 psi; Temperature controller precision +/- 1°C; Working environments Air, N2, Ar, NO2, CO, CO2, He, Ne, rough vacuum, etc. (Hydrogen, up to 5%); Furnace cavity) high quality 1500 grade polycrystalline alumina fiber; Maximum heating rate 15°C / min  2 year warranty Required spare parts and consumable where applicable	
WMI 052	Lot 1 C	Analytical balances	0.01mg 0.00001g micro analytical balance digital electronic weighing; Electromagnetic balanced sensors; LCD display; Resolution of 0.00001g/0.00001g;	

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			Repeatability 0.03 / 0.1mg; External (Internal) Calibration method; interface of RS232C (Standard) RS485/USB/PRINTER (Optional); 2 year warranty Required spare parts and consumable where applicable					
WMI 053	Lot 1 C	Drying ovens	Dry Electric Hot Air-Drying Oven Laboratory Precision digital intelligent PID control system, with temperature control, timing and over-temperature alarm; standard international brands cooling fan, maintenance - free. Perfect combination of duct design to ensure temperature uniformity for the working chamber. 3. Mirror stainless steel inner, anti-acid, anti-corrosion; characteristics. 2 year warranty Required spare parts and consumable where applicable					
WMI 054	Lot 1 C	Dry heating blocks	Biological Thermo Mix Lab Cooling Heat Dry Bath Heater Shaker Block Cooler Incubator Mini, Metal Block for Dry Bath; interchangeable modular blocks for a variety of application needs. basic to advanced applications; max temperature of 130°C, a timer of 0-99.99 min or continuous; available in 1, 2 and 4 block sizes. Temperature range Ambient +5°C to 130°C (Ambient at 25°C); relative humidity <80%; frequency of 50/60Hz; heating rate of ≤20min 30to130°; temperatura accuracy of ±0.5°C; temperatura uniformity of ±1°C; LED light; 2 year warranty Required spare parts and consumable where applicable					
WMI 055	Lot 1 C	Ordinary microscopes	High quality Research Biological Microscope Excellent Image; Flexible Modular concept; Inward-facing objective revolver for easy Access; Compensation-free, infinity-corrected siedentopf head trinocular head, 30° inclined, 360°Rotatable, Robust and ergonomic design. 2 year warranty Required spare parts and consumable where applicable <table border="1" data-bbox="793 1304 1759 1395"> <thead> <tr> <th>Item</th> <th>Specification</th> </tr> </thead> <tbody> <tr> <td>Optical System</td> <td>Infinite color corrected optical system</td> </tr> </tbody> </table>	Item	Specification	Optical System	Infinite color corrected optical system	
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			Viewing Head	Seidentopf trinocular head(Inverted image), 30° inclined, interpupillary distance: 50mm-76mm; splitting ratio Eyepiece:Trinocular=100:0 or 20:80 or 0:100	
				Seidentopf trinocular head(Erected image), 30° inclined , interpupillary distance: 50mm-76mm; splitting ratio Eyepiece:Trinocular=100:0 or 0:100	
			Eyepiece	High eyepoint wide field plan eyepiece PL10X/25mm, diopter adjustable	
				High eyepoint wide field plan eyepiece PL10X/25mm, with reticle, diopter adjustable	
				High eyepoint wide field plan eyepiece PL10X/26.5mm, diopter adjustable	
				High eyepoint wide field plan eyepiece PL10X/26.5mm, with reticle, diopter adjustable	
			Objective	Plan semi-apochromatic fluorescent objective 4X/0.13(infinity), WD=18.5mm	
				Plan semi-apochromatic fluorescent objective 10X/0.30(infinity), WD=10.6mm	
				Plan semi-apochromatic fluorescent objective 20X/0.50(infinity), WD=2.33mm	
				Plan semi-apochromatic fluorescent objective 40X/0.75(infinity), WD=0.6mm	
				Plan semi-apochromatic fluorescent objective 100X/1.30(infinity), WD=0.21mm	
			Nosepiece (with DIC slot)	Backward Quintuple Nosepiece	
				Backward Sextuple Nosepiece	
				Backward Septuple nosepiece	
			Frame	Biological frame (transmitted), low-position coaxial coarse and fine adjustment, coarse adjustment distance: 25mm; fine precision: 0.001mm. With coarse adjustment stop and tightness adjustment.	

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				<p>Built-in 100-240V_AC50/60Hz wide voltage transformer, intensity adjustable by digital set and reset; built-in transmitted filters LBD/ND6/ND25)</p> <p>Fluorescence frame (transmitted), low-position coaxial coarse and fine adjustment, coarse adjustment distance: 25mm; fine precision: 0.001mm. With coarse adjustment stop and tightness adjustment.</p> <p>Built-in 100-240V_AC50/60Hz wide voltage transformer, intensity adjustable by digital set and reset; built-in transmitted filters LBD/ND6/ND25)</p>	
			Stage	Double layers mechanical stage, size: 187mm X168mm; moving range: 80mm X55mm; precision: 0.1mm; two-way linear drive, tension adjustable	
			Condenser	Swing-out type achromatic condenser (N.A.0.9)	
			Reflected fluorescence illuminator	Sextuple reflected fluorescence illuminator with iris field diaphragm and aperture diaphragm, central adjustable; with filter slot and polarizing slot; with fluorescence filters (UV/B/G for option).	
				100W mercury lamp house, filament center and focus adjustable; with reflected mirror, mirror center and focus adjustable. (75W xenon lamp house for option)	
				Digital power controller, wide voltage 100-240VAC	
				Imported OSRAM 100W mercury lamp.( OSRAM 75W xenon lamp for option)	
			Transmitted Illumination	12V/100W halogen lamp house for transmitted light, center pre-set, intensity adjustable	
			Other Accessories	Camera adapter: 0.5X/0.65X/1X focusing C-mount	

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			<table border="1"> <tr> <td>Cooled CCD camera, SONY 2/3", 1.4MP, ICX285AQ Color CCD</td> </tr> <tr> <td>Centering objective for fluorescence observation</td> </tr> <tr> <td>Calibration slide 0.01mm</td> </tr> <tr> <td>Multi Viewing Attachment for 5 persons</td> </tr> <tr> <td>DIC Attachment</td> </tr> </table>	Cooled CCD camera, SONY 2/3", 1.4MP, ICX285AQ Color CCD	Centering objective for fluorescence observation	Calibration slide 0.01mm	Multi Viewing Attachment for 5 persons	DIC Attachment	
Cooled CCD camera, SONY 2/3", 1.4MP, ICX285AQ Color CCD									
Centering objective for fluorescence observation									
Calibration slide 0.01mm									
Multi Viewing Attachment for 5 persons									
DIC Attachment									
WMI 056	Lot 1 C	Optical dissolved oxygen sensor	<p>Range: 0-20mg/l or 0-200% air sat.; accuracy: ±1%; response time: 10 sec; drift: &lt;1% per year; temp. Accuracy±0.2 °C; temp and barometer compensation: built in and automatic 2 year warranty Required spare parts and consumable where applicable</p>						
WMI 057	Lot 1 C	Digital turbidity meter	<p>Measuring range: 0-100ntu, automatic switching range; 0.01-19.99ntu 20.0-99.9ntu 100-1000ntu; Indication range: ≤ ±5%; sample capacity: 18ml 2 year warranty Required spare parts and consumable where applicable</p>						
WMI 058	Lot 1 C	Laboratory portable turbidity meter	<p>Light source: tungsten halogen lamp 6v, 10w receiving element: silicon photocell measurement range ntu:0.00-50.0; 50.1-200;201-2000 (automatic range switchover) readings display: 4 digits led display allowable error of indication: 0-200ntu: ≤±8% 201-2000ntu: ≤±6% zero drift: ≤±3%fs stability of indication: ≤±1%fs sample bottle: φ 25 mm×95 mm sample volume: 20--30 ml power:220 v ±22v, 50 hz±1hz dimension:358mm×323mm×160mm 2 year warranty Required spare parts and consumable where applicable</p>						
WMI 059	Lot 1 C	Benchtop PH meter	<p>Range: px: 0.000~14.000 mv: ±1999.99; ion concentration: (0~19990), unit ug/l,</p>						

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			mg/l,g/l,mol/l,mmol/l; temp: -5.0~105.0°C Accuracy: p <sub>xl</sub> : ±0.002±1 bit, p <sub>xll</sub> : ±0.005±1 bit; mv: ±0.03%fs; ion concentration: ±0.5%±1bit temp: ±0.2°C±1 bit 2 year warranty Required spare parts and consumable where applicable	
WMI 060	Lot 1 C	Portable PH meter	Basic configuration: e201-c plastic ph; temperature electrode; ph standard calibration sample; 7 dc1.5v battery 4; Ph measurement range: 0.00 ~14.00ph; Ph measurement accuracy: ±0.01ph 2 year warranty Required spare parts and consumable where applicable	
WMI 061	Lot 1 C	Conductivity meter	Measurement range: 1. Conductivity: 0.1µs/cm~100.0ms/cm; 2. Resistivity: 50kohmic·cm~18.25mohmic·cm; 3. Tds: 0.25ppm~50ppt; 4. Temperature: (0~170) °C; 2 year warranty Required spare parts and consumable where applicable	
WMI 062	Lot 1 C	Multi parameter water quality meter	Ph: range: -2.000ph~20.000ph; resolution:0.001ph; basic error of electronic unit: ±0.002ph; Px: range:0.000px~14.000px; resolution: 0.001px; basic error of electronic unit: ±0.002px; Potential: range: -2000.00mv~2000.00mv; resolution:0.01mv; basic error of electronic unit: ±0.03%fs; 2 year warranty Required spare parts and consumable where applicable	
WMI 063	Lot 1 C	Atomic absorption spectrometer	For laboratories needing a high-performance flame atomic absorption (AA) spectrometer, It features cutting-edge fiber optics to maximize light throughput for improved detection limits, as well as an eight-lamp mount, and automated flame and burner assembly optimization for enhanced productivity. Fully automated Analysis Flame Atomic Absorption Spectrometer system	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<p>Eight Hollow cathode lamp motorized turret  Embedded PC system complete with pre-loaded Microsoft Windows Professional Operating System. All electronics, analytical data and gases are fully controlled via the embedded PC and Software Focal length: 0.1, 0.2, 0.5, 1.0 and 2.0nm;  Wavelength range: 185 - 910nm; accuracy of the wavelength: <math>\pm 0.15\text{nm}</math>  Czerny-Turner (C-T) type Monochromator Cu <math>5\mu\text{ml}</math> <math>&gt;0.850</math> Abs.  Titanium alloy burner and glass nebulizer Automatic flame burner height setting via computer. Automatic ignition of mixing air-acetylene gas with protection control via computer  Deuterium Lamp Background Correction 1.0 Abs Self reversal Background Correction 3.0 Abs. Fully EMBEDDED PC system with hard drive and licensed copy of Windows Operating Software  Supplied with external monitor, keyboard and mouse  Hollow cathode lamps included:  (Cu, Na, K, Co, Ca, Mg, Mn, Hg, Mo. Pb, Fe, Zn, Cd, Si, As, P, Cr, Ni, Ag, Sn)  AAS Standards included:  (Cu, Na, K, Co, Ca, Mg, Mn, Hg, Mo. Pb, Fe, Zn, Cd, Si, As, P, Cr, Ni, Ag, Sn)  One year operating spares kit 1x Glass Nebuliser &amp; 1x O-Ring seal kit, tubing etc.)  Air Compressor. Acetylene Flash Back Arrestor. Acetylene Regulator. Nitrous Oxide Gas Regulator. Coded Nitrous Oxide Burner 50mm Titanium Alloy Burner Head,  Coded Low Temperature Burner Assembly Air/propane burner is a three slot burner and can be used as a burner for high solids  Auto sampler 36 sample positions, 5 standard positions, 31 for unknown samples. Vial size 6ml Standard and 12ml Pressure protection for wash Position adjustment by software, Two different sized sample trays with the auto-sampler which allows the user to analyze using either flame or furnace with the same auto-sampler. Calibrated, Mercury (Hg) Hollow Cathode Lamp - For Determining wavelength accuracy • Calibrated, Copper (Cu) Hollow Cathode Lamp - For Determining Flame and graphite performance. • Fully traceable Standard</p>	



S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<p>Solution for determining flame analytical tests. • Fully Traceable Standard Solution or determining graphite analytical tests. • Optical Filter Wheel for determining photometric accuracy • Certificate of conformity and traceability for Solutions • Qualification Booklet • USB Flash drive containing qualification workbook and qualification work sheets - Stainless Steel Fume Extraction System Complete Kit made from High Quality Stainless Steel comprising of: Fan 15mm Diameter (240v AC) with mounting brackets and with Polymer coated corrosion protection blades, Stainless Ducting, Stainless Steel Hood 300mm Diameter, Bends and Adjustable Support Brackets Continuous Flow Hydride System specifically designed for AAS System supplied with one open cell for the analysis of As, Bi, Se, Te and Sn. Using the hydride tube heating cradle and two attachable fused optical windows for the cold vapour analysis of Mercury. Interface for Auto-Sampler is included and Software for full automation of the Hydride System. Colour Inkjet Printer USB (compatible with embedded PC System.) Three Burners are included should be used for the same AAS system (Air/Acetylene, Acetylene Nitrous Oxide and Air/Propane) An audible alarm on the instrument for any acetylene leaks µmistnebulizer system operates at a pressure of between 40 and 45psi of air. The nebuliser and has a variable sample uptake rate of 2 - 6ml/min. The nebuliser is adjustable so a wide variety of sample matrices - aqueous or organics, acid or alkali dilute or concentrator can be analysed under optimum conditions. This high precision nebuliser maximises stability and sensitivity even in the most complex matrices. 2 year warranty Required spare parts and consumable where applicable</p>	
WMI 064	Lot 1 C	Ambient air monitoring station	<p>Use gas analysis technics of uv absorption spectrum &amp; algorithm of chemometrics Use light source of pulse xe-lamp with more than 10 years life time Without optical moving parts Modular design</p>	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<p>Data processed digitally  Measuring signal output display linearly  Multiple signal output: sound, light, image, relay and message  High accuracy, high reliability, quick response, wide range of application; Continuously measure up to 10 common air pollutants; Continuously monitor up to 10 different environmental parameters; Measure, log, report and respond all in real-time; Retrieve data remotely via direct internet connection or cloud-based interface; Remotely configure, diagnose, and adapt via online user interface; Modular design allows for ease of maintenance and repairs; Integrated automated calibration optional; 1ppb detection of O3, NO2, NOx; &lt;10ppb for SO2, H2S, and VOCs;</p> <p>2 year warranty  Required spare parts and consumable where applicable</p>	
WMI 065	Lot 1 C	P <sub>m</sub> 10 dust monitor	<p>Detection of particle size:0.3um~1.0um,1.0um~2.5um,2.5um~10um; detection range :1ug/m3~1000ug/m3; detect the error :0~200(±10%);200~1000(±15%);2 year warranty; Detection of particle size:0.3um~1.0um,1.0um~2.5um,2.5um~10um; detection range :1ug/m3~1000ug/m3; detect the error :0~200(±10%);200~1000(±15%)  After detection the monitor must display the result in a numerical and graphical format on a colored air quality scale.  Power Supply : rechargeable battery  Battery life : upto 5 hours with continuous measuring  2 year warranty  Required spare parts and consumable where applicable</p>	
WMI 066	Lot 1 C	P <sub>m</sub> 10 portable particulate monitor	<p>Measurement parameters: PM 10  Sensor Type: Laser Particulate counter  Minimum detection: 0.001mg/m<sup>3</sup>  Resolution: 0.001mg/3  Accuracy: 0.002mg/ m<sup>3</sup></p>	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			Response Time: 5Sec Display: LCD Internal data logging Field calibration to a trusted source. Shockproof; waterproof; beeping alarm; date time indicator; lcd screen backlight; battery life indicator; battery saving mode; power: usb rechargeable; battery: lithium rechargeable battery; monitor scoop: hcho/tvoc/temperature/humidity/gas leak detect; Long life Lithium battery with Standby hour: 24 hours. Download data direct to PC via USB PC application Software campitible with windows 10, 8 2 year warranty Required spare parts and consumable where applicable	
WMI 067	Lot 1 C	P <sub>m</sub> 2.5 portable particulate monitor	Shockproof; waterproof; beeping alarm; date time indicator; lcd screen backlight; battery life indicator; battery saving mode; power: usb rechargeable; battery: lithium rechargeable battery; monitor scoop: hcho/tvoc/temperature/humidity/gas leak detect; Measurement parameters: PM 2.5 Sensor Type: Laser Particulate counter Minimum detection: 0.001mg/m <sup>3</sup> Resolution: 0.001mg/3 Accuracy: 0.002mg/ m <sup>3</sup> Response Time: 5Sec Display: LCD Internal data logging Field calibration to a trusted source. Long life Lithium battery with Standby hour: 24 hours. Download data direct to PC via USB 2 year warranty Required spare parts and consumable where applicable	
WMI 068	Lot 1 C	Passive samplers	To sample indoor/outdoor exposures for variety of pollutant like as ammonia (nh <sub>3</sub> ), benzene-toluene-xylenes (bt <sub>3</sub> ), sulfur dioxide (so <sub>2</sub> ), nitrogen oxides (nox), ozone (o <sub>3</sub> ), hydrogen fluoride (hf), hydrogen chloride (hcl), aldehydes, and volatile organic compounds (voc).	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			2 year warranty Required spare parts and consumable where applicable	
WMI 069	Lot 1 C	High volume puf-sampler	The PUF high volume air sampler collects airborne particulate and vapor contaminants. These samplers are typically used to collect volatile organic compounds and airborne pesticides including the pump and sampling tubes Detection of particle size: 0.3um~1.0um, 1.0um~2.5um, 2.5um~10um; detection range : 1ug/m3~1000ug/m3; detect the error : 0~200(±10%); 200~1000(±15%); response time: ≤10s; test method: suction; display mode: liquid crystal display (pm1 pm2.5 / pm10 can display at the same time, can also be shown separately); work style: long-term continuous work; installation method: hanging; 2 year warranty Required spare parts and consumable where applicable	
WMI 070	Lot 1 C	VOC meter / voc analyzer (volatile organic compound analyzers)	Measuring range: co: 0~1000 mol/mol; c7h8: 0~10 μmol/mol; nh3: 0~10 μmol/mol; hcho: 0~10 μmol/mol H2s: 0~1000 μmol/mol; cl2: 0~20 μmol/mol; h2: 0~100 μmol/mol; Hcl: 0~50 μmol/mol; C2h4: 0~20 μmol/mol; O3: 0~1000 μmol/mol; Hcl: 0~100 μmol/mol; So2: 0~1000 μmol/mol; No: 0~1000 μmol/mol; No2: 0~1000 μmol/mol; Accuracy: ≤±5% fs; 2 year warranty Required spare parts and consumable where applicable	
WMI 071	Lot 1 C	Integrating noise meter	Accuracy: +/-1.5db (ref 94db @1khz); measurement level: 30db to 130db; power supply: four 1.5v lr-6/aa size alkaline cell, ac adapter  ACOUSTIC IMPEDANCE TUBE/INSULATION TEST APPARATUS It consists of a transparent plastic tube fitted at one end with a glass reinforced plastic enclosure containing two	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<p>loudspeakers and at the other with a heavy sample holder A small microphone may be moved axially along the tube and its position measured. The loudspeakers are fed with a common pure tone from a function generator and the sound waves pass along the tube to the sample</p> <p>Tube Clear rigid plastic, internal diameter Ø69mm x 1200mm long. 2 x Loudspeaker housed in a G.R.P. enclosure. Sample Holder: Dense 'Tufnol' plug on which samples are mounted. Fitted with quick release catches. Amplifier Unit To amplify loudspeaker and microphone signals</p> <p>Learning capabilities: Determine the Sound Absorption Coefficient for many of the normal building lining materials such as carpet, cork, fibre board and many of the better acoustic attenuating materials. Determine the Sound Absorption Coefficient of these and some poor absorbers at a range of frequencies between approximately 300 and 4000Hz. Determine the speed of sound in air at ambient temperature and comparison of this with the calculated value</p> <p>2 year warranty</p> <p>Required spare parts and consumable where applicable</p>	
WMI 072	Lot 1 C	Multifunctional digital sound noise level meter	<p>measurement range: Lp:30~130db (a) ,35~130db (c), 35~130db (f), Leq : 30-130db (10s,1m,5m,10m,5m,30m,1h,8h,24h interval), Ln. : 0-100%, resolution: 0.1db, accuracy: ±1db, frequency range: 20.0 to 12,500hz, frequency weighting: a,c &amp; f (flat), built-in calibration signals:94db at 1khz (sinusoidal)</p> <p><b>NOISE CONTROL UNIT</b></p> <p>It consists of a glass reinforced plastic instrument panel and baseboard with controllable 240v AC and 12v DC power sources. Either a 240v motor and gearbox with detachable eccentric rotor or a 12v DC fan may be fixed to resilient mounts attached to the baseboard. The mounts may be bypassed in order to demonstrate transmission of the noise through rigid mountings. Variation of the supply voltage and motor speed allows investigation of the various modes of vibration of the motor and eccentric rotor and the effects of noise</p>	

S. NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<p>source frequency                      Noise source #1: An integral 240v electric motor and gearbox.                      Noise source #2: 12v fan unit provide two noise sources.                      Variable control of both voltage sources allows speed control of both motors. Each of two microphones may be connected to a dBA filter and illuminated bar display to show relative loudness. A rigid enclosure with acoustic lining may be placed over either noise source and attachments allow investigation of sound attenuation in ducts. Resilient mountings and mount bypass equipment allows investigation of modes of vibration at various frequencies and transmission of noise through solids                      Learning capabilities: Attenuation of a mechanical or aerodynamic noise source using a rigid enclosure and combining this with an absorbent acoustic lining. The rapid degeneration in effectiveness of the above enclosure method due to minor imperfections in construction. The transmission of noise along ducts and methods of attenuation using acoustic linings. The transmission of noise along solid paths and the methods of reduction by isolation. The effect of the noise frequency on the effectiveness of attenuation methods. Rigid body modes of vibration of a resiliently mounted source and the effects of mass variation of the resonant frequencies and modes of vibration.                      2 year warranty                      Required spare parts and consumable where applicable</p>	
WMI 073	Lot 1 C	Automatic weather station	<p>The AWS shall provide real-time weather data from various meteorological field sensors as listed below.                      Wind speed, in m/s and knots                      Wind direction in deg.                      Atmospheric Pressure in hPa                      Air temperature in Deg. Celsius                      Relative humidity in %                      Precipitation (Rain) in mm                      Solar radiation (W/m<sup>2</sup>)</p> <p>Each site shall comprise of the following;</p>	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			<p>Sensors: to read Weather Parameters indicated above</p> <p>Solar Panel: To provide adequate Power to run the station</p> <p>Battery: adequate to store energy generated by the Solar panel and ensure functioning when solar is not available (especially at night);</p> <p>Data Logger: To record data read by the sensors</p> <p>Wireless Display console to display observed weather parameters ,calculated products and historical data.</p> <p>Mounting 3Meters pole/mast and accessories</p> <p>Sensors specifications:</p> <p>ir Temperature:</p> <p>Measuring Range: Min. -65°C to -70°C</p> <p>Resolution: &lt;0,1°C</p> <p>Accuracy: +/- 0,1°C</p> <p>Relative Humidity:</p> <p>Measuring Range: 1 to 100%</p> <p>Resolution: 1% or better</p> <p>Accuracy: Minimum +/- 2% or better</p> <p>Radiation Screen: at least 7elements, white top and black bottom coating</p> <p>Drift &lt;0.25% per year</p> <p>Wind Direction:</p> <p>Measuring Range : 1-360°</p> <p>Resolution: minimum 1°</p> <p>Accuracy: +/- 3°</p> <p>Wind Speed:</p> <ul style="list-style-type: none"> <li>• Measuring Range: 0.5 -50m/s</li> <li>• Resolution: &lt; 0.1m/s</li> <li>• Accuracy: &lt; +/- 0.5m/s full scale</li> </ul> <p>Pressure:</p> <ul style="list-style-type: none"> <li>• Measuring Range: 500 to 1100hPa</li> <li>• Resolution:&lt;0.10hPa</li> <li>• Accuracy:+/- 0.5hPa</li> <li>• Long Term stability: +/- 0,1hPa</li> </ul>	

S.NO	LOTS/BATCH	NAME OF GOODS OR RELATED SERVICES	TECHNICAL SPECIFICATIONS	COMPLIANCE
			Rainfall: <ul style="list-style-type: none"> <li>• Orifice: 200cm<sup>2</sup></li> <li>• Resolution/Sensitivity: 0,2mm</li> </ul> Measuring Principle: Tipping bucket Wireless Communication: Low Power < 8mW license free freq.band Line of sight: upto 300m Display Console: Display type: LCD Display Size : 151mmx 86mm orhigher Power: AC adapter 240AC to DC Features: must have capability user selectable values and update all data based user configurations . Warranty: 3 Years Services Required: Installation, configuration, training and commissioning	

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S.NO	Lots/Batch	Name of goods or Related Services	Technical Specifications	Compliance
WMI 074	Lot 1 D	Table	Executive Megatripple boardroom Meeting Table with one unit of advanced data socket (one power socket, USB port, LAN port, CDMA) in mahogany finish, size 3600x1600x760mm	
WMI 075	Lot 1 D	Tables	Executive Megatripple boardroom Meeting Table with two unit of advanced data socket (one power socket, USB port, LAN port, CDMA) in mahogany finish, size 5800x1900x760 mm	
WMI 076	Lot 1 D	Tables	Executive Megatripple Round Meeting Table in panel legs (6 pax) 1200Dx750mm	
WMI 077	Lot 1 D	Tables	Executive Megatripple Round Meeting Table in panel legs (4 pax) 1000Dx750mm	
WMI 078	Lot 1 D	Tables	Cafeteria square table (4 pax) with wooden top with formica and metal stand size 1000x1000x750 mm	
WMI 079	Lot 1 D	Tables	Laboratory table made of hardwood and PVC top and metal legs poles size 1800x1200x750 mm (4pax)	
WMI 080	Lot 1 D	Tables	2 Seater writing table made of high quality MDF board with high gauge metal leg stand 1800X800X750 mm (Closed front face)	



S.NO	Lots/Batch	Name of goods or Related Services	Technical Specifications	Compliance
WMI 081	Lot 1 D	Tables	High quality Glass Coffee table, 10mm tempered thickness glass, a magazine rack and chrome metal legs size W1200xL600xH450mm	
WMI 082	Lot 1 D	Tables (Executive)	Executive Cafeteria square table with marble top, metal stand size 1000x1000x750 mm (4pax)	
WMI 083	Lot 1 D	Tables	L- Shape desk size 1600x1200x750mm, mahogany finish complete with 3 lockable drawer mobile pedestal, gromet for wire management (1 pax)	
WMI 084	Lot 1 D	Tables -	Service tables with formica top and metal legs 2400x600x750 mm	
WMI 085	Lot 1 D	Tables	Floor standing table with single drawer and a shelf size 600x450x900 mm	
WMI 086	Lot 1 D	Tables (Executive)	Executive cafeteria round coffee table with formica top and a heavy duty metal stand size 1000(D)x1500(H) mm (4 pax)	
WMI 087	Lot 1 D	Tables	Foldable cafeteria table with formica top, metallic legs size 1600x800x780 mm (6 pax)	
WMI 088	Lot 1 D	Chairs	High quality Banquet chair in fabric, made of heavy gauge metal, golden finish and High density foam	
WMI 089	Lot 1 D	Chairs	High back fabric seat with mesh back, adjustable head and arm rest, with cushioned back support, tilt mechanism, height adjustment mechanism, five star chrome base & wheel Castors	
WMI 090	Lot 1 D	Chairs - Executive ordinary	Executive High back leather chair, with padded armrest, height adjustment mechanism, five chrome base and wheel castors	
WMI 091	Lot 1 D	Chairs - Executive leather chairs	Chair Executive swivel C/W castors trolley orthopaedic, high back support reclining with height adjustment mechanism, armrest, black leather finish	
WMI 092	Lot 1 D	Chairs -Collapsible	Heavy plastic seat and backrest with Metal frame (Collapsible)	
WMI 093	Lot 1 D	Chairs - Managerial unit-guests	Visitors seats, leatherate back and seat, chrome padded arm rests, cantilever chrome base, black in colour	
WMI 094	Lot 1 D	Chairs - Executive	Ramboo cane executive cushioned cafeteria chair without arms 390mm(L) X 390mm(W) X 470mm (seat height) X 900mm (back height)	
WMI 095	Lot 1 D	Chairs	High back Highquality chair, Butterfly mechanism, class3 gaslift, with chrome base & Nylon Castors	
WMI 096	Lot 1 D	Chairs	Executive High quality leather chair swivel C/W castors trolley orthopedic, high back support reclining with height adjustment mechanism, armrest, black leather finish and	

S.NO	Lots/Batch	Name of goods or Related Services	Technical Specifications	Compliance
			aluminium chrome baseback chair in PU leather on heavy duty chrome metal star base.	
WMI 097	Lot 1 D	Cabinets	Executive 2 door cabinets MDF Board and Glass (Top-glass & bottom - mahogany) size: 2000HX800WX400D mm	
WMI 098	Lot 1 D	Cabinets	Executive 3 door cabinets MDF Board and Glass (Top-glass & bottom - mahogany) size: 2000HX1200WX400D mm	
WMI 099	Lot 1 D	Cabinet fire -Proof 4 drawers	Four Drawer fireproof Cabinet Changeable combination + key size 1549x530x680 Weight: 300kgs	
WMI 100	Lot 1 D	Cabinet (3 Drawers)	Three Drawer fireproof Cabinet Changeable combination + key 1186x530x680 Weight: 222kgs	
WMI 101	Lot 1 D	Mobile pedestal	Desk Height mobile Pedestal L400xw420xh750mm	
WMI 102	Lot 1 D	Tables	Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 2000x1000Wx760H mm Side return measuring 2400 x 400 x760mm and three drawer mobile pedestal measuring 450Lx500Wx700Hmm	
WMI 103	Lot 1 D	Tables	Executive megatripple Office desk in Mahogany finish with side return and mobile pedestal 1800*900*760mm	
WMI 104	Lot 1 D	Tables	1600x1200x750mm, cherry colour, mahogany finish completed with 3 drawer mobile pedestal with horizontal and vertical ducts	
WMI 105	Lot 1 D	Table- Reception	Modular Reception Desk 2400x700x1200mm	
WMI 106	Lot 1 D	Sofa-sets - leather	Executive leather two seater sofa set, high density cushioned foam, wooden in mahogany frame	
WMI 107	Lot 1 D	Sofa-sets - leather	Executive leather three seater sofa set, high density cushioned foam, wooden in mahogany frame	
WMI 108	Lot 1 D	Sofa-sets - leather	Executive leather four seater sofa set, high density cushioned foam, wooden in mahogany frame	
WMI 109	Lot 1 D	Workstations	Two Way workstation 1200x1500x1200mm	
WMI 110	Lot 1 D	Workstations	Four Way curved workstation with 3 lockable fixed drawers 2400x2400x1200mm	
WMI 111	Lot 1 D	Seating benches	Heavy duty Three link waiting chair with PVC padding on seat and backrest	
WMI 112	Lot 1 D	Counter Top	Raised Cafeteria table with Marble counter top size 1500x1000x600 mm	
WMI 113	Lot 1 D	Shelves	Lockable laboratory cabinet with storage shelves and glass shield, size 3000x500x1500 mm (LWH)	
WMI 114	Lot 1 D	Shelves	Open Door cabinet 3000x300x1000mm (LWH)	

S.NO	Lots/Batch	Name of goods or Related Services	Technical Specifications	Compliance
WMI 115	Lot 1 D	Shelves	Open Door cabinet 2400x500x4000mm (LWH)	
WMI 116	Lot 1 D	Shelves	Open Door cabinet 3000x500x5000mm (LWH)	
WMI 117	Lot 1 D	Shelves	Open Door pantry cabinet 2400x1000x5000mm (LWH)	
WMI 118	Lot 1 D	Outdoor Umbrellas (parasols)	Outdoor Umbrellas (parasols) comprising of four hardwood chairs	
<b>ELECTRICAL EQUIPMENT FOR THE KITCHENETTE &amp; LABORATORY</b>				
WMI 119	Lot 1 E	Electric Cooker	4 Gas burners, Electric oven, 50x50 Cooktop, Auto ignition, Double glass oven door, Rotisserie Oven light, Electric oven/grill, Thermostat, Easy-cleaning oven (removable panels)	
WMI 120	Lot 1 E	Fridge	Single door fridge about 210L-Metal graphite Direct cool, Stabiliser free operation, Curved door design; adjustable glass shelves, thermostat, freezer, dual power. BTU 1600max, 600min	
WMI 121	Lot 1 E	Fridge - Kitchenette	Medium in size approx. 272L Double door, defrost, glass shelves, thick thermal insulation	
WMI 122	Lot 1 E	Microwave	20 liters, 1000 Watts (Grill), 800W (Microwave), Speed defrost, 8 power levels, Express cooking Cooking end signal	
WMI 123	Lot 1 E	Coffee Machine	Coffee Maker machine, Power - 535 W Capacity - up to 5 cups Foamy authentic Coffee taste	
WMI 124	Lot 1 E	Dispenser	Hot & Cold-Water Function, Total Power 505, Heating Capacity 4.5L/h, Cooling Capacity 2L/h, Hot Tank Capacity 0.7L Cold Tank Capacity 2.8L	
WMI 125	Lot 1 E	Freezers	Freezers - 446 litres, Aluminium interior, 2 Lockable doors + Glass display, Low noise, Ice pack	
WMI 126	Lot 1 E	Fridges	Ultra Low Temp Freezers - Temperature Control Microprocessor control, Large LED display inner temperature clearly, and with easy view; The inner temperature can be adjustable at the range of - 40°C~-86°C, with an increment of 0.1°C; Lock and password for protection to prevent arbitrary adjustment of operating parameters Optional 7"color LCD touch screen display system (24 Cubic feet - Freezer Fridge Magnet Lab Refrigerator Freezers & refrigerator)	

S.NO	Lots/Batch	Name of goods or Related Services	Technical Specifications	Compliance
<b>ORDINARY OFFICE ITEMS</b>				
WMI 127	Lot 1 F	Wall Clocks	Plastic Round clock, White face, Black English numbers, 32 centimeters in diameter	
WMI 128	Lot 1 F	Coat Hanger	Executive Coat Hanger, solid wood with a chrome pipe and a scarf/tie hanger	
WMI 129	Lot 1 F	Document (In /Out) Trays	In and out 3 tier standing document tray in mesh	
WMI 130	Lot 1 F	Bins	General Bins- High quality plastic swing bin 68 ltrs, H 775xD480 mm	
WMI 131	Lot 1 F	Bins	Sanitary Bins -18 liter, no touch, silent lid opening design, pedal operated bin, hygienically safe to dispose sanitary waste, slim to fit any cubicle or washroom	
WMI 132	Lot 1 F	Bins	Mesh Bins -cylindrical medium size mesh waste bins, open at the top, metallic; 6litre capacity	

# **PART 3 -Conditions of Contract and Contract Forms**

# Section VII. General Conditions

## Table of Clauses

General Provisions .....	159
Definitions .....	159
The Contract .....	159
Parties and Persons .....	160
Money and Payments .....	161
Goods and Related Services .....	161
Other Definitions .....	161
Interpretation .....	162
Communications .....	163
Law and Language .....	164
Priority of Documents .....	164
Contract Agreement .....	165
Assignment .....	165
Copyright .....	166
Confidential Details .....	166
Compliance with Laws .....	167
Joint and Several Liability .....	168
Inspections and Audit by the Bank .....	168
Contract Documents .....	169
Fraud and Corruption .....	169

Eligibility .....	172
Notices .....	172
Settlement of Disputes .....	172
Scope of Supply .....	173
Delivery .....	173
Supplier's Responsibilities .....	173
Contract Price .....	174
Terms of Payment .....	174
Taxes and Duties .....	174
Performance Security .....	175
Subcontracting .....	175
Specifications and Standards .....	176
Codes, Standards and Drawings .....	176
Packing and Documents .....	176
Insurance .....	177
Transportation .....	177
Inspections and Tests .....	177
Liquidated Damages .....	179
Warranty .....	179
Patent Indemnity .....	180
Limitation of Liability .....	182
Change in Laws and Regulations .....	182
Force Majeure .....	183
Change Orders and Contract Amendments .....	184
Extensions of Time .....	185

**Termination ..... 185**  
**Export Restrictions ..... 187**



## Section VII. General Conditions

[Name of Purchaser ] \_\_\_\_\_  
[Name of Contract] \_\_\_\_\_

These General Conditions (GC), read in conjunction with the Particular Conditions (PC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.

### 1. General Provisions

#### 1.1 Definitions

*In the Conditions of Contract (“these Conditions”), which include Particular Conditions, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.*

##### 1.1.1 The Contract

1.1.1.1 *“Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.*

1.1.1.2 *“Contract Agreement” means the contract agreement referred to in Clause 1.6 [Contract Agreement].*

1.1.1.3 *“Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.*

1.1.1.4 *“Letter of Bid” means the document entitled letter of bid, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.*

- 1.1.1.5 *“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.*
- 1.1.1.6 *“Drawings” means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.*
- 1.1.1.7 *“Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.*
- 1.1.1.8 *“Bid” means the Letter of Bid and all other documents which the Supplier submitted with the Letter of Bid, as included in the Contract.*
- 1.1.2 **Parties and Persons**
- 1.1.2.1 *“Party” means the Purchaser or the Supplier, as the context requires.*
- 1.1.2.2 *“Purchaser” means the person named as purchaser in the Particular Conditions and the legal successors in title to this person.*
- 1.1.2.3 *“Supplier” means the person(s) named as supplier in the Letter of Bid accepted by the Purchaser and the legal successors in title to this person(s).*
- 1.1.2.4 *“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.*
- 1.1.2.5 *“Bank” means the financing institution (if any) named in the PC.*
- 1.1.2.6 *“Borrower” means the person (if any) named as the borrower in the PC.*
- 1.1.3 **Dates, Tests, Periods and Completion** *“Base Date” mean the date 28 days prior to the latest date for submission of the Bid.*

- 1.1.3.1 *“Acceptance Test” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.*
- 1.1.3.3 *“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.*
- 1.1.3.4 *“day” means a calendar day and “year” means 365 days.*
- 1.1.4 **Money and Payments**
- 1.1.4.1 *“Contract Price” means the price defined in GC Clause 10 [The Contract Price], and includes adjustments in accordance with the Contract.*
- 1.1.5 **Goods and Related Services**
- 1.1.5.1 *“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.*
- 1.1.5.2 *“Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.*
- 1.1.6 **Other Definitions**
- 1.1.6.1 *“Purchaser ’s Country” is the country specified in the PC.*
- 1.1.6.2 *“Force Majeure” is defined in GC Clause 25 [Force Majeure].*
- 1.1.6.3 *“Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.*
- 1.1.6.4 *“Performance Security” means the security (or securities, if any) under GC Clause 13 [Performance Security].*
- 1.1.6.5 *“Project Site,” where applicable, means the place named in the PC.*
- 1.1.6.6 *“Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Purchaser by the Base Date.*

1.1.6.7 *“Change Order” or “Change” is defined in Clause 26 [Change Orders and Contract Amendments].*

## 1.2 Interpretation

1.2.1 *Interpretation In the Contract, except where the context requires otherwise:*

- (a) *words indicating one gender include all genders;*
- (b) *words indicating the singular also include the plural and words indicating the plural also include the singular;*
- (c) *provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;*
- (d) *“written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;*
- (e) *the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.*

1.2.2 *The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.*

### 1.2.3 Incoterms

- (a) *Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.*
- (b) *The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PC, and published by the International Chamber of Commerce, Paris, France*

### 1.2.4 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.*

### 1.2.5 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.*

### 1.2.6 Nonwaiver

(a) Subject to GC Clause 1.2.5(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.

### 1.2.7 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.*

1.2.8 "Eligible Countries" means the countries and territories eligible stipulated by the Bank's ***Rules and Procedures for Procurement of Goods and Works***, and as listed in Section V, Eligible Countries.

## 1.3 Communications

1.3.1 *Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:*

- (a) *in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PC; and*
- (b) *delivered, sent or transmitted to the address for the recipient's communications as stated in the PC. However:*
  - (i) *if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and*
  - (ii) *if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued*

1.3.2 *Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.*

#### 1.4 **Law and Language**

1.4.1 *The Contract shall be governed by the law of the country or other jurisdiction stated in the PC.*

*The ruling language of the Contract shall be that stated in the PC.*

*The language for communications shall be that stated in the PC. If no language is stated there, the language for communications shall be the ruling language of the Contract.*

1.4.2 *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.*

*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.*

#### 1.5 **Priority of Documents**

1.5.1 *The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:*

- (a) the Contract Agreement (if any),*
- (b) the Letter of Acceptance,*
- (c) the Bid,*
- (d) the Particular Conditions*
- (e) these General Conditions,*
- (f) the Specification,*
- (g) the Drawings, and*
- (h) the Schedules and any other documents forming part of the Contract.*

*If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.*

1.6 **Contract Agreement**

1.6.1 *The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form furnished in Section IX, Contract Forms. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser .*

1.7 **Assignment**

1.7.1 *Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:*

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and*
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.*

## 1.8 Copyright

1.8.1 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.

## 1.9 Supplier's Use of Purchaser's Documents

1.9.1 As between the Parties, the Purchaser shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Purchaser. The Supplier may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Purchaser's consent, be copied, used or communicated to a third party by the Supplier, except as necessary for the purposes of the Contract.

## 1.10 Confidential Details

1.10.1 The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the *Goods*, prepared by the other Party without the previous agreement of the other Party. However, the *Supplier* shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.



1.10.2 Notwithstanding the above, the *Supplier* may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

1.11 **Compliance with Laws**

1.11.1 The *Supplier* shall, in performing the Contract, comply with applicable Laws.

1.11.2 Unless otherwise stated in the Particular Conditions:

(a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country, which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;

- (b) the *Supplier* shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country, which such authorities or undertakings require the *Supplier* to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The *Supplier* shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GC Clause 1.11.2(a) hereof and that are necessary for the performance of the Contract. The *Supplier* shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Clause 1.11.1 hereof.

1.12 **Joint and Several Liability**

- 1.12.1 If the *Supplier* is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract, *unless otherwise specified in the PC*, and shall designate one of such *persons* to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.

1.13 **Inspections and Audit by the Bank**

- 1.13.1 The *Supplier* shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

1.13.2 The Supplier shall maintain all documents and records related to the Contract for a period of three (3) years after delivery of the Goods. The Supplier shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.

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 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank Financing), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts<sup>12</sup>. In pursuance of this policy, the Bank:

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<sup>12</sup> *In this context, any action to influence the procurement process or contract execution for undue advantage is improper.*

- (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<sup>13</sup>;
  - (ii) “Fraudulent Practice” is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party<sup>14</sup> to obtain financial or other benefit or to avoid an obligation;
  - (iii) “Collusive Practice” is an arrangement between two or more parties<sup>15</sup>, designed to achieve an improper purpose, including to influence improperly the actions of another party; and
  - (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<sup>16</sup>;
  - (v) “obstructive practice” is
    - (v.1) 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

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<sup>13</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>14</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>15</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>16</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the **Financing** allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of **such Financing** engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures<sup>17</sup>, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contracts, and (ii) to be a nominated<sup>18</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and

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<sup>17</sup> A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.

<sup>18</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either 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 requirement for the particular bid; or (ii) appointed by the Borrower."

(e) will require that a clause be included in bidding documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

4. **Eligibility**

4.1 *The Supplier and its Subcontractors shall have the nationality of an Eligible Country, as defined by the Bank's **Rules and Procedures for Procurement of Goods and Works**, and as listed in Section V, Eligible Countries. 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.*

4.2 *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. Eligibility is defined in the Bank's **Rules and Procedures for Procurement of Goods and Works**.*

5. **Notices**

5.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address specified in the PC. The term "in writing" means communicated in written form with proof of receipt.

5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6. **Settlement of Disputes**

- 6.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.
- 6.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party 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 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 proceedings shall be conducted in accordance with the rules of procedure specified in the PC.
- 6.3 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.

7. **Scope of Supply**

- 7.1 The Goods and Related Services to be supplied shall be as specified in Section VI, Requirements.

8. **Delivery**

- 8.1 Subject to GC Clause 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section VI, Requirements. The shipping and other documents to be furnished by the Supplier are specified in the PC. The documents specified therein shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. **Supplier's Responsibilities**

- 9.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 7, and the Delivery and Completion Schedule, as per GC Clause 8.
10. **Contract Price**
- 10.1 Unless otherwise prescribed in the PC, the Contract price shall be fixed throughout the duration of Contract performance.
11. **Terms of Payment**
- 11.1 The Contract Price shall be paid as specified in the PC.
- 11.2 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 GC Clause 8 and upon fulfilment of all other obligations stipulated in the Contract.
- 11.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 11.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 11.5 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 PC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the PC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.
12. **Taxes and Duties**
- 12.1 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.



12.2 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.

12.3 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.

### 13. **Performance Security**

13.1 If so required in the PC, 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 PC.

13.2 If so required, pursuant to GC Clause 13.1, the performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the Section IX, Contract Forms, or in another form acceptable to the Purchaser.

13.3 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.

13.4 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 PC.

### 14. **Subcontracting**

- 14.1 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.
- 14.2 Subcontracts shall comply with the provisions of GC Clauses 3 and 4.

15. **Specifications and Standards**

- 15.1 The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI, Requirements.
- 15.2 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

Codes, Standards and Drawings

- 15.3 Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VI, 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 GC Clause 26.

16. **Packing and Documents**

- 16.1 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.
- 16.2 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 PC, and in any other instructions ordered by the Purchaser.
17. **Insurance**
- 17.1 Unless otherwise specified in the PC, 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 PC.
18. **Transportation**
- 18.1 Unless otherwise specified in the PC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
19. **Inspections and Tests**
- 19.1 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 PC.

- 19.2 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 PC. Subject to GC Clause 19.3, 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.
- 19.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC Clause 19.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 19.4 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.
- 19.5 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 impede 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.
- 19.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

- 19.7 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 GC Clause 19.4.
- 19.8 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 GC Clause 19.6, shall release the Supplier from any warranties or other obligations under the Contract.
20. **Liquidated Damages**
- 20.1 Except as provided under GC Clause 19, 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 PC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GC Clause 28.
21. **Warranty**
- 21.1 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.

- 21.2 Subject to GC Clause 15.2, 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.
- 21.3 Unless otherwise specified in the PC, 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 PC, 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.
- 21.4 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.
- 21.5 Upon receipt of such notice, the Supplier shall, within the period specified in the PC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 21.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PC, 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.
22. **Patent Indemnity**

22.1 The Supplier shall, subject to the Purchaser's compliance with GC Clause 22.2, 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.

22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC Clause 22.1, 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.

22.3 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.

- 22.4 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.
- 22.5 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.

### 23. **Limitation of Liability**

- 23.1 Except in cases of *gross* negligence or wilful 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 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.

### 24. **Change in Laws and Regulations**



24.1 If, within less than twenty-eight (28) days prior to the 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 GC Clause 10.

25. **Force Majeure**

25.1 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.

25.2 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.

25.3 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.

## 26 Change Orders and Contract Amendments

26.1 The Purchaser may at any time order the Supplier through notice in accordance GC Clause 5, 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.

26.2 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.

26.3 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.

26.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

## 27 **Extensions of Time**

27.1 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 GC Clause 8, 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.

27.2 Except in case of Force Majeure, as provided under GC Clause 25, 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 GC Clause 20, unless an extension of time is agreed upon, pursuant to GC Clause 27.1.

## 28. **Termination**

### Termination for Default

28.1 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 GC Clause 27;
- (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 GC Clause 3, in competing for, or in executing the Contract.

28.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC Clause 28.1, 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.

#### Termination for Insolvency

28.3 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.

#### Termination for Convenience

28.4 (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.

- 28.5 (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.

29. **Export Restrictions**

- 29.1 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 goods or services to be supplied, which arise from trade regulations from a country supplying those goods, 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 satisfactions 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 delivery of the goods or services under the terms of the Contract.

<b>SECTION VIII. PARTICULAR CONDITIONS</b>
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GC 1.1.2.2	The Purchaser is: Ministry of Education, State Department for Vocational and Technical Training- Support to Technical and Vocational Education and Training and Entrepreneurship (TVETE) Project - (GOK/AfDB TVET PHASE III PROJECT)
GC 1.1.2.5	The Bank is: African Development Fund
GC 1.1.2.6	The Borrower is: Republic of Kenya
GC 1.1.6.1	The Purchaser's Country is: Republic of Kenya
GC 1.1.6.5	The Project Sites is: Wangari Maathai Institute for Peace and Environmental Studies - Nairobi County
GC 1.2.3 (b)	The version of Incoterms shall be: Incoterms 2010 published by the International Chamber of commerce
GC 1.3 .1( a)	The Electronic Transmission System is: <b>Not Applicable</b>
GC 1.3.1(b )	The Purchaser's address for the purpose of communications is: Attention:  The Project Coordinator Teleposta Towers, Kenyatta Avenue 24 <sup>th</sup> floor, room 2409 P.O Box 9583-00200 NAIROBI, KENYA Telephone: +254 020 2217210/1/2/4/6/8/9  Electronic mail address: pc.afdbtvvetphase2@gmail.com  The Supplier's address for the purpose of communications is: Shall be as per contract details after contracts award.

GC 1.4.1	The governing law is that of: <b>The Republic of Kenya.</b> The ruling language is: <b>English</b>
GC 1.6.1	Deadline for entering into a Contract, after Supplier receives Letter of Acceptance: <b>Before end of tender validity period</b>
GC 1.11.2(a)	Permits and Permissions to be obtained by the Purchaser: <b>N/A</b>
GC 1.11.2(b)	Notices, Taxes, Duties, Permits, Licenses, Approvals to be given and/or obtained by the Supplier: <b>ALL.</b>
GC 1.12.1	The individuals or firms in a joint venture, consortium or association <b>shall be</b> jointly and severally liable.
GC 5.1	For <b>notices</b> , the Purchaser's address shall be: <b>The Project Coordinator</b> <b>Teleposta Towers, Kenyatta Avenue</b> <b>24<sup>th</sup> floor, room 2409</b> <b>P.O Box 9583-00200</b> <b>NAIROBI, KENYA</b>  Telephone: <b>+254 020 2217210/1/2/4/6/8/9</b>  Electronic mail address: <b>pc.afdbtvphase2@gmail.com</b>  The Supplier's address for the purpose of <b>notices</b> shall be: <b>as per contract details after contract award</b>
GC 6.2	The rules of procedure for arbitration shall be as follows:  <b>Contract entered into with foreign suppliers and Suppliers from the Purchaser's country:</b>  In the case of a dispute between the Purchaser and the Supplier, which is from the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the provisions of the Arbitration Act, Act No. 4 of 1995, Laws of Kenya and its successor

GC 8.1	<p>The shipping and other documents to be furnished by the Supplier are:</p> <p>Supplier invoice showing goods description, quality, unit price and total amount- Original/Certified and a copy.</p> <p>Bill of Lading -Original/Certified and a copy.</p> <p>Packing list identifying content of each package.</p> <p>Insurance Certificate.</p> <p>Manufacturers' or Suppliers warranty Certificate.</p> <p>Certificate of Origin.</p> <p>Inspection Certificate by a Government Agent.</p>
GC 10.1	Price adjustments <i>shall not</i> apply.



GC 11.1	<p>The Terms of Payment shall be:</p> <p>The method and condition of payment to the supplier under this contract shall be as follows:</p> <p>A) The foreign exchange rate applicable shall be the prevailing Central Bank of Kenya rates.</p> <p>B) Payment for goods supplied from abroad: Payment of foreign currency portion shall be made in the currency of bid in the following manner:</p> <ol style="list-style-type: none"> <li>1. Advance Payment : Ten percent (10 %) of the Contract Price shall be paid within Forty five (45) days of signing the Contract, and upon submission of a claim and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding document or another form of acceptable to the purchaser. Where the supplier does not apply for advance payment, the equivalent shall be payable on acceptance of the goods. <p style="margin-left: 40px;"><i>Note: In Case of foreign firms the advance payment guarantee shall be confirmed by a correspondent bank in kenya.</i></p> </li> <li>2. On Delivery at the delivery site : forty percent (40 %) of the Contract Price shall be paid upon submission of the following documents : <ol style="list-style-type: none"> <li>(i) Supplier invoice showing goods description, quality, unit price and total amount- Original or a certified copy</li> <li>(ii) Bill of Lading -Original or a certified copy</li> <li>(iii) Packing list identifying content of each package- Original or a certified copy</li> <li>(iv) Insurance Certificate - Original or a certified copy</li> <li>(iv) Manufacturers' or Suppliers warranty Certificate - Original or a certified copy</li> <li>(v) Pre-inspection report by the Purchaser</li> </ol> </li> <li>3. (a) On Acceptance for a firm that received the Advance Payment: Fifty percent (50 %) of the Contract Price shall be paid within Forty-five (45) days of receipt of the goods upon submission of claim supported by the Inspection and acceptance report issued by the</li> </ol>
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1. Advance Payment: Ten (10 %) percent of the Contract Price shall be paid within Forty five (45) days of signing the Contract, and upon submission of a claim and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding document or another form of acceptable to the purchaser . Where the supplier does not apply for advance payment, the equivalent shall be payable on acceptance of the goods.
2. (a) On Delivery for a firm that received the Advance Payment: Ninety percent (90%) of the Contract Price shall be paid within Forty-five (45) days of receipt of the goods and upon submission of the document stated below:
  - i) Supplier invoice showing goods description, quality, unit price and total amount - original or a certified copy
  - (ii) packing list identifying content of each package - Original or a certified copy
  - (iii) Insurance certificate or a certified copy
  - (iv) Manufactures' or suppliers Original warranty certificate or a certified copy
  - (v) Certificate of origin or a certified copy
  - (vi) Inspection certificate by the Government Agent or a certified copy of the certificate
- (b) On Delivery for a firm that did not receive the Advance payment: One Hundred percent (100%) of the contract price shall be paid within Forty-five (45) days after the date of acceptance report for the respective delivery issued by the purchaser and upon submission of the document stated below:
  - i) Supplier invoice showing goods description, quality, unit price and total amount - original or a certified copy
  - (ii) packing list identifying content of each package - Original or a certified copy
  - (iii) Insurance certificate or a certified copy
  - (iv) Manufactures' or suppliers warranty certificate or a certified copy
  - (v) Certificate of origin or a certified copy
  - (vi) Inspection certificate by the Government Agent or Kenya Bureau of standards certificate or a certified copy

GC 11.5	The Payment-Delay Period after which the Purchaser shall pay interest to the Supplier is <b>45</b> days from the date the supplier presents an acceptable invoice to the purchaser.
GC 13.1	A Performance Security shall be required. If a Performance Security is required, the amount shall be: <b>10% of the contract value</b>
GC 13.2	If so required, the Performance Security shall be denominated in: <b>The currency of the contract or a freely convertible currency</b>  If so required, the Performance Security shall be in another form such as: <b>Performance Guarantee from a reputable commercial bank supervised by the Central bank of Kenya. For foreign firms the performance Security from a foreign bank shall be confirmed by a reputable correspondent bank in Kenya supervised by the Central Bank of Kenya</b>
GC 13.4	Discharge of Performance Security shall take place <b>not later than 60 days</b> following the completion of the Supplier's performance obligations.
GC 16.2	The Packing, Marking and Documentation within and outside the packages shall be:  <b>GOVERNMENT OF KENYA (GOK)</b>  <b>PURCHASER: MINISTRY OF EDUCATION, STATE DEPARTMENT FOR VOCATIONAL AND TECHNICAL TRAINING</b>  <b>BID NO: ICB/MOEST/TVETE PHASE III /4/2020 - 2021.</b>  <b>SUPPLIER..... .</b>  <b>GROSS WEIGHT..... .</b>  <b>PACKAGE NO..... .</b>  In addition to the above marking, all delivered equipment must be branded: - <b>"GOK/AfDB SUPPORT FOR TVET PROJECT-WANGARI MAATHAI INSTITUTE FOR PEACE AND ENVIRONMENTAL STUDIES"</b>

GC 17.1	The Insurance Coverage <i>shall be</i> in accordance with the specified Incoterms i.e in an amount equal to 110 per cent of the CIP value of the goods from warehouse to warehouse on ALL risks basis including war risks and strikes
GC 18.1	Responsibility for Arranging Transportation of the Goods shall be as specified in <u>the</u> Incoterms.
GC 19.1	The Inspections and Tests required to be carried out shall be:  (i) certificate of origin  (ii) Inspection certificate by the Government Agent  (iii) Goods received in good order
GC 19.2	The Inspections and Tests shall be conducted at the points of delivery which is:  <b>Wangari Maathai Institute for Peace and Environmental Studies</b>
GC 20.1	The Liquidated Damages Shall Be To be determined at the stage of the contract  The Maximum Percentage of Liquidated Damages shall be: To be determined at the stage of the contract
GC 21.3	The Period of Validity of the Warranty shall be: 12 months from the date of completion of the contract.  For the purposes of the Warranty, the Place(s) of Final Destination(s) shall be:  <i>Wangari Maathai Institute for Peace and Environmental Studies-University of Nairobi, Nairobi County</i>
GC 21.5	The Period within which the Supplier shall Repair or Replace defective goods shall be: 30 days.
GC 21.6	The Deadline after which the Purchaser may take remedial action if the Supplier fails to remedy the notified defects shall be: 45 days.

### Price Adjustment Formula (Sample)

Where, pursuant to ITB 14.7 and GC 10.1, Prices shall be adjustable during the performance of the Contract, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as provided for at ITB 14.7 and GC 10.1, shall be subject to adjustment during performance of the Contract, to reflect changes in the cost of labour 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 labour component in the Contract Price.
- $c$  = estimated percentage of material component in the Contract Price.
- $L_0, L_1$  = labour 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 coefficients  $a$ ,  $b$ , and  $c$  as specified by the Purchaser are as follows:

- $a = [insert\ value\ of\ coefficient]$
- $b = [insert\ value\ of\ coefficient]$
- $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = twenty-eight (28) 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 unless specifically stated in the extension letter. 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 Related 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 labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

# Section IX. Contract Forms

## Introduction

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder, after contract award.

## Table of Forms

Letter of Acceptance	198
Contract Agreement	199
Performance Security	201
Advance Payment Security	202

**Letter of Acceptance**

*[on 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]* . . . . . for the amount of . . . . . *[insert amount (s) in figures and words and name(s) of currency(ies)]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security *in the amount of [insert amount (s) in figures and words and name(s) of currency(ies)]* within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX, Contract Forms of the Bidding Document.

Authorized Signature: .....  
Name and Title of Signatory: .....  
Name of Agency: .....  
Attachment: Contract Agreement



## Contract Agreement

THIS CONTRACT AGREEMENT is made on the [ insert: **number**] day of [ insert: **month**], [ insert: **year**].

BETWEEN

(1) [insert complete name of the 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 the Purchaser }, or corporation incorporated under the laws of { insert name of Country of the Purchaser } and having its principal place of business at [ insert address of the Purchaser ] (hereinafter called “the Purchaser”),

and

(2) [insert name of the *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”).

WHEREAS the Purchaser invited bids for *Goods and Related Services*, described as [insert brief description of the *Goods and Related Services*] and has accepted a Bid by the Supplier for the *supply of these Goods and Related Services*, and the Purchaser agrees to pay the Supplier 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.

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 Bid



## Performance Security

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

Date: [insert date (*e.g.*, day, month, and year)]  
Bidding Process Reference: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

**Beneficiary:** [insert complete name of Purchaser]

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that \_\_\_\_\_ [*insert complete name of the 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 number] dated [insert day and month], [insert year] with you, for the *supply of [description of Goods and related Services]* and the remedying of any defects therein (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 hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)<sup>19</sup> in figures and words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Applicant to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year],<sup>20</sup> and any demand for payment under it 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.*

[signatures of authorized representatives of the bank]

## Advance Payment Security

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

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

Bidding Process Reference: [insert number and title of bidding process]

[bank's letterhead]

**Beneficiary:** [insert legal name and address of Purchaser]

**ADVANCE PAYMENT GUARANTEE No.:** [insert Advance Payment Guarantee no.]

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 . . . . .with you, for the *supply of Goods and Related Services [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 currency and amount in figures]*<sup>21</sup>(... . *[insert currency and amount in words]*. . ) is to be made against an advance payment guarantee.

<sup>21</sup> The Guarantor shall insert an amount representing the amount of the advance payment 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.

At the request of the Applicant, we . . . . . *[insert name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[insert currency and amount in figures]* (. . . . . *[insert currency and amount in words]*. . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract because the Applicant used the advance payment for purposes other than performing his obligations under the Contract, or .....has failed to repay the advance payment  
in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Applicant on its account number . . . . . *[insert Supplier's account number]* at . . . . . *[insert name and address of the Bank]*. . .

*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.*

. . . . . *[Seal of Bank and Signature(s)]*. . . . .

**Note -**  
*All italicized text (including footnotes) is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*