COMMONWEALTH OF DOMINICA
MINISTRY OF PUBLIC WORKS, PUBLIC UTILITIES AND DIGITAL ECONOMY
CARIBBEAN DIGITAL TRANSFORMATION PROJECT UNIT

Request for Bids
Goods

(One-Envelope Bidding Process)

Procurement of:
Hardware Equipment and Supplies for Health Management and Information Systems

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RFB Reference No.: DM-MPWDE-475075-GO-RFB
Project: *Caribbean Digital Transformation Project*
Purchaser: *Ministry of Public Works, Public Utilities and the Digital Economy*
Country: *Commonwealth of Dominica*
Loan No.: IDA-66850-DM
Issued on: June 16, 2025

Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.**

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by

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

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, Fraud and Corruption.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall

apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)

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

6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Clarification of Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) **Letter of Bid** prepared in accordance with ITB 12;

(b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;

(c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;

(d) **Alternative Bid**: if permissible, in accordance with ITB 13;

(e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and

(j) any other document required **in the BDS.**

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

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

13. Alternative Bids

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

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid

submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the BDS.**

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser's Country:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(b) For Goods manufactured outside the Purchaser's Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS;**

(c) For Goods manufactured outside the Purchaser's Country, already imported:

(i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS.**

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

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

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

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

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

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

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

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

(b) in the case of adjustable price contracts, no adjustment shall be made;

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

19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

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

19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing

the Contract and furnishing the Performance Security pursuant to ITB 46.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a Performance Security in accordance with ITB 46.

19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and,

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

i. in an envelope marked "ORIGINAL -ALTERNATIVE", the alternative Bid; and

ii. in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

21.2 The inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS.** When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

25. Bid Opening

25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS.**

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the

presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS.**

25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (contract) if applicable, including any discounts;

(c) any alternative Bids;

(d) the presence or absence of a Bid Security or Bid-Securing Declaration if one was required.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

29. Determination of Responsiveness

29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

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

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

29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in

which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS.**

33. Margin of Preference

33.1 Unless otherwise specified **in the BDS,** a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS;** and the Bid Price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

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

36. Abnormally Low Bids

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

37. Qualification of the Bidder

37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

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

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is

addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

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

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

42. Purchaser's Right to Vary Quantities at Time of Award

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

43. Notification of Award

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

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

44. Debriefing by the Purchaser

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract.

Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

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

45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

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

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's

Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is : **DM-MPWDE-475075-GO-RFB.** The Purchaser is: **Ministry of Public Works, Public Utilities and the Digital Economy** The name of the RFB is: **Procurement of Hardware Equipment and Supplies for Health Management and Information Systems.** The number and identification of lots (contracts) comprising this RFB is: Single lot / package.
ITB 1.2(a)	Electronic Procurement **shall not** be applicable to this procurement. The Purchaser shall use the following electronic-procurement system to manage this procurement process: **not applicable.** The electronic-procurement system shall be used to manage the following aspects of the Procurement process: **not applicable**.
ITB 2.1	The Borrower is: **Ministry of Public Works, Public Utilities and the Digital Economy, Government of Commonwealth of Dominica** Loan or Financing Agreement amount: **SRD 20.5 million or USD$28 million. equivalent.** The name of the Project is: **Caribbean Digital Transformation Project**
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: **three (3)**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Contents of Bidding Document
ITB 7.1	For Clarification of Bid purposes only, the Purchaser's address is: Attention: Dr. Jermaine Jewel Jean-Pierre Project Manager Project Implementation Unit

	Caribbean Digital Transformation Project (CARDTP) Ministry of Public Works, Public Utilities and the Digital Economy 2nd Floor First Domestic Building, 19-21 King George V Street Roseau 00109-8000 Commonwealth of Dominica Telephone: 1-767-266-3840/3841 Email: dtpuprocurement@dominica.gov.dm cc jeanpierrej@dominica.gov.dm; Requests for clarification should be received by the Purchaser no later than: **21 days prior** to the deadline for submission of Bids in accordance with ITB 23. **Date: July 22, 2025**
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: **English.** All correspondence exchange shall be in the **English** language. Language for translation of supporting documents and printed literature is **English**.
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its Bid i. Bidder Information Form (prescribed in Section IV); ii. Completed Technical Specifications Sheets, as contained in Section VII (3), indicating the Bidder's proposed specifications and reference to supporting documents, literature, images, etc (for verification of same); and iii. Documentary evidence of having supplied similar items (by value, quantity and/or specification) during the past five years. This may be in the form of a statement from the Purchaser/Customer or a copy of a Signed Delivery Note.
ITB 13.1	Alternative Bids are not permitted.
ITB 14.5	The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract.
ITB 14.6	Price shall be quoted for 100% items and 100% of quantities.
ITB 14.7	The Incoterms edition is: **Incoterm@2020**. - **DDP (Final destination as per ITB 14.8).** **Delivered Duty Paid (DDP) - Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs**

	in bringing the goods to the destination including import duties and taxes. The seller is also responsible for unloading. No risk or responsibility is transferred to the buyer until delivery of the goods at the named place of destination. **Additionally, the Seller has the responsibility of support in all covered insurance till hand over of the goods.**
ITB 14.8 (b)(i)	Place of Destination: **Dominica-China Friendship Hospital**, **Goodwill, Dominica.**
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): **3 Hospitals, 49 Health Centres and 2 Wellness Centres on Dominica. See Section VII, Schedule of Requirements: Annex 1 to Scope of Works.**
ITB 15.1	The Bidder ***is not compulsorily*** required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts)**: Five (5) Years**
ITB 17.2 (a)	Manufacturer's authorization is: ***Required***
ITB 17.2 (b)	After sales service is: ***"required" for a period of three (3) years***
ITB 18.1	The Bid shall be valid until: **120 days (i.e. December 10, 2025)**
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): ***Not Applicable.***
ITB 19.1	A *Bid Security* ***shall be*** required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be **USD 60,000.00** **The Bid Security shall be in the form of a Bank Guarantee or Bid Bond, using for that purpose the Forms provided in Section IV – Bidding Forms.**
ITB 19.3 (d)	Other types of acceptable securities: **None**
ITB 19.9	Bid Security is required. There shall be no exemption on Bid Security.
ITB 20.1	In addition to the original of the Bid, the number of copies is**: three (3) copies.**
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: Power of Attorney.**

	D. Submission and Opening of Bids
ITB 22.1	For **Bid submission purposes** only, the Purchaser's address is: Attention: **Jermaine Jewel Jean-Pierre, Project Manager, Caribbean Digital transformation Project** Street Address: **First Domestic Building, 19-21 King George V Street** Floor/ Room number: **Second Floor** City: **Roseau** Country: **Commonwealth of Dominica** **The deadline for Bid submission is:** Date: **August 12, 2025** Time: **10:00 a.m.** Bidders ***shall not*** have the option of submitting their Bids electronically.
ITB 25.1	The Bid opening shall take place at: **Caribbean Digital transformation Project-Project Implementation Unit** Street Address: **First Domestic Building, 19-21 King George V Street,** Floor/ Room number: **Second Floor** City: **Roseau** Country: **Commonwealth of Dominica** Date: **August 12, 2025** Time: **10:15 a.m.**
ITB 25.6	The Letter of Bid and Price Schedules shall be initialled by **two (2)** representatives of the Purchaser conducting Bid opening. Each Bid shall be initialled by all representatives and shall be numbered, any modification to the unit or total price shall be initialled by the Representative of the Purchaser.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency(ies) of the Bid shall be converted into a single currency as follows: **USD** 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: **USD**

	The source of exchange rate shall be: **Eastern Caribbean Central Bank.** The date for the exchange rate shall be: Seven (7) days prior to the deadline for submission of the Bids.
ITB 33.1	A margin of domestic preference ***shall not*** apply.
ITB 34.2(a)	**Evaluation will be done for the whole lot/package.** **Note:** Bids will be evaluated on the whole lot/package. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price (as pacified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: **No adjustment allowed**.
	F. Award of Contract
ITB 42	The maximum percentage by which quantities may be increased is: **10%** The maximum percentage by which quantities may be decreased is: **10%**
ITB 47.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **For the attention**: Jermaine Jewel Jean-Pierre **Title/position**: Project Manager – Caribbean Digital Transformation Project **Purchaser**: Ministry of Public Works, Public Utilities and the Digital Economy **Email address***:* jeanpierrej@dominica.gov.dm In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; and **2.** the Purchaser's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

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

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1. Margin of Preference (ITB 33) – Not Applicable

Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

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

(a) Delivery schedule. (As per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive.

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

(c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable.**

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid. - **At bid submission date, the Bidder shall specify the availability of spare parts and after sales services facilities in operation for at least five (5) years for the Goods and related Services offered in the Bid.**

(e) Life Cycle Costs : **Not Applicable**

(g) Performance and productivity of the equipment: **Not Applicable**

(g) Specific additional criteria – **Not Applicable**

2.2. Multiple Contracts (ITB 34.4) – Not Applicable

2.3. Alternative Bids (ITB 13.1) - Not Applicable.

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

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

(a) **Financial Capability**: The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last **three (3) years** prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position.

(b) **Average Annual Turnover** over the last three (3) years of minimum of USD6,000,000. – must be met by Lead Partner in case of Joint Venture (JV).

(c) **Evidence to show access to lines of credit / financial resources** of minimum USD400,000.00 This should be certified by Certified Accountant of the respective country. - must be met by all partner, in case of JV.

(d) **General Experience*:*** Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last five (5) years prior to Bid submission deadline. This must be met by Lead partner in case of JV.

(e) **Specific Experience**: The Bidder shall demonstrate that it has successfully completed at **least two (2) contracts** within the last five (5) years prior to bid submission deadline, each with a value of at least USD 1,500,000.00 that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. This should be in the form of a copy of a signed Acceptance Certificate/Delivery Note issued by the Purchaser to the Bidder/Supplier. Must be met by all partner in case of JV.

Note: The successfully completed similar contracts shall be documented by a copy of an Operational Acceptance Certificate/Delivery Note (or equivalent documentation satisfactory to the Purchaser) issued by the Client(s)/Customer(s).

(f) **Documentary Evidence**: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement:

The goods conform to the technical specifications and/or the Purchaser's Requirements. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification. **The Bidder shall prepare a similar table as provided in Section VII – Schedule of Requirement: Technical Specifications – to justify compliance with the requirements.**

(g) *Manufacturer's* authorization: A Bidder who does not manufacture an item/s **where a manufacturer authorization is required** in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods.

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Letter of Bid

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

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

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

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

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

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;

(d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor]*.

We, including any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

(e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(f) **Bid Price**: The total price of our Bid, excluding any discounts offered in item (f) below is:

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

Or

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

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

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(h) **Bid Validity**: Our Bid shall be valid *in accordance with ITB / BDS 18.1,* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

(j) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

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

(n) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(o) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(p) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Bidder Information Form

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

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

Page _____ of_ _____ pages

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

Bidder's JV Members Information Form

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

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

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

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

Page _____ of_ _____ pages

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

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

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

Price Schedule Forms

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

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

(Group C Bids, goods to be imported)

Currencies in accordance with ITB 15

Date: _____
RFB No: _____

Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination]* in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							Total Price	

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

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

(Group C Bids, Goods already imported)

Currencies in accordance with ITB 15

Date: _____
RFB No: _____
Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's Country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
										Total Bid Price	

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

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

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____	(Group A and B Bids) Currencies in accordance with ITB 15	Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____

1	2	3	4	5	6	7	8 [1]	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
								Total Price	

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

[1] *[Delete Column 8 if domestic preference is not applicable, which should normally be the case for off-the-shelf Goods]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15	Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____

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

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

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

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

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

_____

[Signature(s)]

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

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

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 Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*[2] *[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 or will submit a written Bid to the Purchaser dated the ___ day of _____, 20__, for the supply 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 prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

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 expiry of the Bid validity set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

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)

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[2] The amount of the Bond shall be denominated in the currency of the Purchaser's Country or the equivalent amount in a freely convertible currency.

Manufacturer's Authorization

[If applicable only]

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V - Eligible Countries

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

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

Under ITB 4.8(a) and ITB 5.1: **none**

Under ITB 4.8(b) and ITB 5.1: **none**

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating

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

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

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

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

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

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

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1. List of Goods and Delivery Schedule

Hardware Devices:

Sr.No.	Item Description	Quantity	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
				Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the Bidder*]
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness of the Contract]*	*[insert the number of days following the date of effectiveness of the Contract]*
1.	Desktop Computer for running HMIS Application and capable of viewing PACS reports	400		N/A	90 days	
2.	Radiology Workstation for PACS – (Radiology Department)	5				
3.	Computer on Wheels (without the dispensing draws)	25				
4.	Computer on Wheels (to include the draws for dispensing of medicating and scanning of name tags)	40				
5.	Laptop Computer for running HMIS Application	80				
6.	Laptop Case	80				
7.	Tablet	125				
8.	LaserJet Printer – USB	10				
9.	Network LaserJet Printer	45				

10.	Label Printer	30				
11.	Barcode Scanner	145				
12.	Barcode Printer	15				
13.	Screen For Tokens Display	20				
14.	Tablets converting to Laptops	17				
15.	ID Photo Camera	1				
16.	65" TV/Monitor	2				
17.	Coloured Printer: HP Colour Laser Jet Pro M283fdw Wireless All-in one Laser Printer	1				
18.	Tyvek Wristbands	1000				
19.	Large Pharmacy Label includes Carbon Roll	50				
20	Patient Wristband Label includes Carbon Roll	50				
21.	Patient Label for Records includes Carbon Roll	50				
22.	Exchange Server Enterprise 2019 only License	3				
23.	Microsoft Exchange Server Enterprise 2019 User CAL License	5000				
24.	SAN Switch (48 port 16GB fiber channel rack mounted) CISCO MDS 9148s or equivalent	2				
25.	L3 Switch 24 Port Ethernet, 4-10G SFP port (Cisco) or equivalent	2				
26	Server & Infrastructure Hardware Requirements					

a.	Production Server: - Processor: XEON-GOLD 6426Y or better - RAM: 4800MHZ DDR5MEM RDM - vCPUs - 120 - Ram - 480 GB - Useable Storage (SAS SSD) - 15 TB min - Network Interfaces - Dual 10Gbe SFP+ and above with LACP support - Dual hot swap Power Supply - Rackmount capable - Hypervisor – (To be recommended by bidder)	1				
b.	DR Server: - Processor: XEON-GOLD 6426Y or better - RAM: 4800MHZ DDR5MEM RDM - vCPUs - 96 - Ram - 300GB - Useable Storage (SAS SSD) - 11 TB min - Network Interfaces - Dual 10Gbe SFP+ and above with LACP support - Dual hot swap Power Supply - Rackmount capable - Hypervisor – (To be recommended by bidder)	1				

c.	SAN Storage Server: - SAN Storage Server with Dual Controller and DUAL port FC/iSCSI connectivity per controller - 15 x 1.2 TB 10K SAS Drives with RAID 5 Support - DUAL Port 16 Gbps SAS Port, - 16 Gbps Dual Port SAS Card for above RACK Servers	1				
d.	NAS Box for Backup – 30TB: - Processor: Intel Xeon D-1541 8-Core 2.1Ghz CPU - 64GB DDR4 ECC Memory (Max 64GB Support) - Dual 10 Gbe SFP+ + Quad 1G RJ45 LAN On-Board - 06 Nos x 06 TB Enterprise Sata Hard disk RAID 5 + 2 Hot Spare - Redundant Power Supplies, Slide Rail Kit	1				
e.	Other Hardware & Security: - Firewall - NGFW Throughput: At least 10 Gbps - Ports: 1 USB port, at least 3 x 10GE SFP+ Slots - Onboard Storage: Minimum 2 x 450 GB SSD - Firewall should support High Availability Configurations of Active- Active, Active-Passive, Clustering Active Subscription: Minimum 3+2 years	2				

f.	Network Access Control (NAC) device - Policy Enforcement: Access Policies should be able to define rules and policies for controlling network access Policy Enforcement: Role-Based Access Control (RBAC) Assigns access rights based on user roles	1				
g.	Next-Generation Endpoint Detection and Response (EDR) software: - - The entire endpoint software should be single agent software deployed with all features and functions of NGAV, EDR, Threat Hunting, Application Control & Device Control and do not require any agent or software update to enable or disable these modules. Solution must offer the ability to integrate with SIEM - Solution must continuously monitor endpoint activities for both on premise and roaming users, captures events and forensic details of interest in near real time. - The solution should be able to show user account created date, account type, target account name, and target domain of the user on a particular device in a particular time frame if it found to be suspicious or malicious. - The solution should have built-in capability to kill/terminate process automatically if it found to be malicious/ransomware related behaviour. Also, should have capability to restore the files tried to encrypt by process by back up restore automated option. The solution must provide intuitive dashboards that show real- time attacks that are stopped, suspicious activities that are detected, and the health of all endpoints.	1				

h.	Web Application Firewall (WAF) - Solution must provide comprehensive protection for web applications and APIs - Traffic Inspection: Real-time traffic inspection for HTTP/HTTPS protocols, with automatic signature-based detection- Must support SSL/TLS decryption and inspection. - Bot Protection: Built-in bot protection to detect and mitigate automated threats like scraping, brute force, and account takeover. - Threat Intelligence: Integration with global threat intelligence feeds for up-to-date protection against emerging threats. - Must support real-time threat feed integration. - DDoS Protection: Protect against Distributed Denial of Service (DDoS) attacks at Layer 7 (application layer) with rate limiting and anomaly detection. - Must include rate limiting and anomaly detection features - Application Layer Protection: Protection against OWASP Top 10 vulnerabilities (e.g., SQL Injection, XSS, CSRF, etc.) - Must include OWASP Top 10 protections by default. - Policy Management: Must offer an intuitive, user- friendly policy management console - Security Logging & Reporting: Must support Syslog, integration with SIEM tools, and comprehensive report generation. - High Availability: Must support clustering for high availability. - False Positive Management: Must have automated false positive detection and mitigation. - Alerting & Notifications: Must support email, SMS, and integration with ticketing systems for alerts. - Support & Maintenance: Must include 24/7 support with escalation procedures. Training & Documentation: Must include comprehensive product documentation and optional training.	2				

i.	Hardware Load balancer - Must support both Layer 4 (TCP/UDP) and Layer 7 (HTTP/HTTPS) load balancing. - Traffic Distribution: Must support multiple load balancing algorithms such as round-robin, least connections, IP Hash, etc. - High Availability: Must provide active-active or active- passive HA configurations with automatic failover. - Health Monitoring: Must support custom health checks for backend services (e.g., HTTP, HTTPS, TCP). - SSL/TLS Offloading: Must support SSL/TLS offloading, with the ability to decrypt and inspect traffic. - Traffic Security: Must support SSL passthrough and end- to-end encryption. - Global Server Load Balancing (GSLB): Must support GSLB with DNS-based load balancing. - Session Persistence (Sticky Sessions): Must support sticky sessions based on cookies, IP hash, etc. - Scaling and Elasticity: Must support auto-scaling and elastic load balancing. - Traffic Monitoring and Analytics: Must provide detailed traffic analytics, with reporting and dashboards for visibility into system performance. - DDoS Protection: Must provide rate-limiting, anomaly detection, and integration with external DDoS protection services. - Failover Mechanistic: Must support automatic failover to healthy backend servers without service disruption. - Alerting & Notifications: Must support integration with alerting systems (email, SMS, syslog) and ticketing tools. - Compliance with industry standards such as PCI DSS, HIPAA, and GDPR. - Must assist with compliance by supporting security and data protection standards. - Must support detailed logging with integration to SIEM tools for auditing and security monitoring.	2				

27	Must offer an intuitive web-based UI and CLI for administration.	Refer to - 3. Technical Specifications				
28	Must offer Softwares and Licenses for the Server & Infrastructure Hardware Requirements	Refer to - 3. Technical Specifications				

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	***[insert description of Related Services]***	***[insert quantity of items to be supplied]***	***[insert physical unit for the items]***	***[insert name of the Place]***	***[insert required Completion Date(s)]***
	As per Scope of Work*				

***** The Bidder has to detail as per Scope of Work.

1. If applicable

3. Technical Specifications

No.	Device Specification Required	Specification
1	Desktop Computer for running HMIS Application and capable of viewing PACS reports	- Intel core i7 (or equivalent/better) - Memory – 32 GB DDR4 - Storage - 256GB SSD - Networking: RJ-45 LAN Ethernet card with 10/100/1000Mbps - Operating System – Windows 11 Professional and License subscription must be Original Equipment Manufacturer (OEM) - Keyboard - Mouse: Optical mouse with scroll wheel - Graphics Card – Dedicated graphics card of Minimum 4 GB - Graphics: Integrated Graphics with support for resolutions of 1,920x1,080 or greater at 60 Hz with HDMI 2.0 support - Ports and Interfaces: USB 3.X x3 at least 1 front mounted and 1 USB-C port - HDMI and DisplayPort out, Headphone and Microphone ports - Minimum Three-Year warranty on Parts and Service - Monitor – 2 MP Medical Grade Monitor - Certification: Energy Star Certified
2	Radiology Workstation for PACS – (Radiology Department)	- Core i7 processor (or equivalent/better) - Memory – 32 GB DDR4 - Storage – 1TB SSD - Graphics: Integrated Graphics with support for resolutions of 1,920x1,080 or greater at 60 Hz with HDMI 2.0 support - Graphics Card – Dedicated graphics card of Minimum 4 GB - Networking: RJ-45 LAN Ethernet card with minimum 10/100/1000Mbps - Operating System – Windows 11 Professional and License subscription must be from Original Equipment Manufacturer (OEM) - Standard Keyboard - Mouse: Optical mouse with scroll wheel - Ports and Interfaces: USB 3.X x3 at least 1 front mounted and 1 USB-C port - HDMI and DisplayPort out, Headphone and Microphone ports - Minimum Three years warranty - Monitor: minimum 2 units of 5 MP Medical Grade Monitors (2 Units required for Digital Mammography) - Certification: Energy Star Certified

No.	Device Specification Required	Specification
3	Computer on Wheels (without the dispensing draws)	**Processor**: Minimum Intel Core i5 or equivalent **Memory**: At least 8GB RAM, expandable to 16GB or more. **Storage**: Solid-State Drive (SSD) with 256GB **Display**: 24-inch monitors with adjustable angles. **Connectivity**: Wi-Fi 6 and Bluetooth for fast wireless connections. Multiple USB ports for peripherals. Wireless keyboard and mouse with long battery life **Battery Type:** Lithium-ion or LiFePO4 batteries are preferred for high energy density, durability, and fast charging. **Capacity**: Minimum of 8–12 hours **Hot-Swap Functionality**: Seamless battery replacement **Charging Time**: fully charge within 3–5 hours **Indicators**: LED or digital display **Sanitation**: Easy-to-clean design with rounded corners and antimicrobial surfaces. **Warranty**: Minimum Three years warranty
4	Computer on Wheels (to include the draws for dispensing of medicating and scanning of name tags)	**Processor**: Minimum Intel Core i5 or equivalent **Memory**: At least 8GB RAM, expandable to 16GB or more. **Storage**: Solid-State Drive (SSD) with 256GB **Display**: 24-inch monitors with adjustable angles. **Connectivity**: Wi-Fi 6 and Bluetooth for fast wireless connections. Multiple USB ports for peripherals. Wireless keyboard and mouse with long battery life **Battery Type:** Lithium-ion or LiFePO4 batteries are preferred for high energy density, durability, and fast charging. **Capacity**: Minimum of 8–12 hours **Hot-Swap Functionality**: Seamless battery replacement **Charging Time**: fully charge within 3–5 hours **Indicators**: LED or digital display **Security**: Lockable compartments for sensitive equipment or documents. **Sanitation**: Easy-to-clean design with rounded corners and antimicrobial surfaces. **Warranty**: Minimum Three years warranty
5	Laptop Computer for running HMIS Application	- Processor – Intel core i5 (or equivalent/better) - Memory – 8 GB DDR4 - 2666 MHZ or faster - Storage: 512 GB SSD (or better) - Monitor –15.4” - Operating System – Windows 11 Professional and License Subscriptions must be Original Equipment Manufacturer (OEM) - Microsoft Office Professional 2019 (Word, Excel, PowerPoint, Outlook, Publisher, Access, & OneNote) - Communication: Front facing HD webcam - Ports: 2xUSB 3.X, 1 x USB-C

No.	Device Specification Required	Specification
		- Sound: Microphone, Headphone, Line-in, Speakers - Removable Storage: SD/MicroSD Card Reader (desirable) - Minimum Three-year warranty on Parts and Service - Energy Star Certified
6	Laptop Case	- Weather resistant - Business case style with carrying handles and shoulder strap - Must be compatible with the size of the laptop - Pockets for accessories and documents
7	Tablet	- Screen Size: 10.1" minimum or higher - Operating System: Latest Android OS - Browser: latest chrome browser - RAM: Minimum 4 GB - Connectivity: Wi-Fi (802.11bgn, 802.11a) and Bluetooth Connectivity - Battery: Non-removable battery - Usage Time: 8 Hours - Stylus: Active Stylus must be included - Minimum three years warranty
8	LaserJet Printer – USB	- Type: Monochrome - Memory: Minimum 64 MB RAM - Print Speed: At least 15 PPM - Resolution: 600 x 600 Dpi Minimum or better - Connectivity: USB 2.0 or higher for direct PC connection - Operating System Compatibility: Windows 10/11, macOS, and Linux - Monthly Duty Cycle: Minimum 7000 pages - Supported Paper Sizes: A4, Letter, Legal - Duplex Printing: Automatic - Minimum three years warranty - Certifications: ENERGY STAR certified
9	Network LaserJet Printer	- **Type**: Colour Laser Printer with Multifunction (Print, Copy, Scan). - **Memory**: Minimum 128 MB RAM or higher for enhanced performance. - **Print Speed**: At least 20 PPM (Black & White) and 15 PPM (Colour). - **Resolution**: 1200 x 1200 DPI for sharp, high-quality prints. - **Connectivity**: **USB 2.0 or higher** for direct PC connection. - **Ethernet (LAN)** for network connectivity. - **Wi-Fi/Wi-Fi Direct** for wireless printing. - **Mobile Printing Support**: Compatible with AirPrint, Google Cloud Print, and Mopria.

No.	Device Specification Required	Specification
		- **Operating System Compatibility**: - Windows 10/11, macOS, and Linux. - **Monthly Duty Cycle**: Minimum 10,000 pages to handle high-volume requirements. - **Supported Paper Sizes**: A4, Letter, Legal, and additional media sizes for flexibility. - **Duplex Printing**: Automatic for both black-and-white and colour prints. - **Scanning**: Flatbed and ADF (Automatic Document Feeder) for scanning. - Scan Resolution: Minimum 600 x 1200 DPI. - Scan Formats: PDF, JPEG, TIFF, PNG. - **Additional Features**: Colour touchscreen for easy navigation and operation. - Support for secure printing with PIN protection. - Minimum three years warranty - **Certifications**: ENERGY STAR certified for energy efficiency.
10	Label Printer	- Type: Thermal Printer (Direct Thermal or Thermal Transfer for durability). - Resolution: Minimum 203 DPI (Dots Per Inch); 300 DPI recommended for high-quality text and barcodes. - Print Speed: At least 4 inches per second (IPS) for efficient label printing. - Connectivity: - USB 2.0 or higher for direct connection. - Ethernet (LAN) for network connectivity. - Optional: Wi-Fi for wireless operation. - Label Compatibility: Label Sizes: Supports widths between 1 to 4 inches. - Material: Compatible with paper, synthetic, or adhesive labels used in pharmacy applications. - Barcode Support: Able to print 1D (e.g., Code 39, Code 128) and 2D barcodes (e.g., QR Codes, Data Matrix). - Software Compatibility: Compatible with major pharmacy management systems for seamless integration. - Supports popular label design software - Operating System Compatibility: Windows 10/11, macOS, and Linux support. - Memory: Minimum 8 MB RAM and 4 MB Flash Memory for storing label formats and fonts. - Durability: Rugged construction suitable for high-volume usage in pharmacy environments. - Certification: ENERGY STAR certified for energy efficiency. - Optional Features: Built-in cutter for precise label separation. - LCD or touchscreen display for easy operation - Minimum three years warranty

No.	Device Specification Required	Specification
11	Barcode Scanner	- Technology: CCD (Charge-Coupled Device) or Laser - Capabilities: Reads 1D barcodes: Supports UPC, EAN, Code 39, Code 128, Interleaved 2 of 5 and Capable of decoding barcodes from printed surfaces and digital screens - Interface: USB 2.0 or higher for seamless plug-and-play integration - Cable Length: At least 2 meters for enhanced operational reach - Scan Range: Minimum 30 cm (12 inches) for standard barcode readability - Feedback: LED indicator and audible beep for successful scans.
12	Barcode Printer	- Resolution: 8 dots/mm (203 DPI) - Max. print speed: 127 mm (5")/second - Max. print width: 108 mm (4.25") - Max. print length: 2,286 mm (90") - Printing method: Thermal Transfer & Direct Thermal - Interface: Standard (PCBA1: USB 2.0, RS-232) and PCBA2: RS-232, Parallel) - Label Size: 25 mm x 50 mm (Height and Width)
13	Screen For Tokens Display	- Screen Size: 32-inch HD Smart TV - Operating System: Android TV, WebOS - Display Resolution: HD (1366 x 768) - Connectivity Options: Minimum 2 HDMI ports, 1 USB port, 1 LAN port - Connectivity: Wi-Fi and Ethernet Port - Speakers: Dual-channel built-in speakers - Smart Functionality: Accessible web browser to run the application
14	Tablets converting to Laptops	- Display: 12.4" Dynamic AMOLED 2X, 2800x1752 resolution - Processor: Snapdragon 8 Gen 2 - RAM & Storage: 8GB/12GB RAM, 256GB/512GB (expandable) - Battery: 10,090mAh (~13 hours) - Keyboard: Book Cover Keyboard - OS: Android 13 with Samsung DeX - Weight: 586g
15	ID Photo Camera	- ID PHOTO - **Sensor:** 45.7MP Full-Frame CMOS - **Lens:** 50mm f/1.2 recommended - **ISO Range:** 64-25600 (expandable) - **Autofocus:** 493-point advanced AF with Eye AF - **Screen:** 3.2-inch tilting touchscreen - **Flash:** External required - **Connectivity:** Wi-Fi, Bluetooth, GPS - **Weight:** 1340g

No.	Device Specification Required	Specification
16	65" TV/Monitor	- **Resolution:** 4K UHD (3840 x 2160) - **Refresh Rate:** 60Hz - **Brightness:** 700-800 nits (great for bright environments) - **Durability:** 24/7 operation supported - **Connectivity:** HDMI, USB, RS232C, LAN - **OS:** webOS (supports professional queue management software)
17	Colored Printer: HP Color Laser Jet Pro M283fdw Wireless All-in one Laser Printer	- Print Speed: Up to 22 pages per minute (ppm) for both black and color documents. - Print Resolution: 600 x 600 dots per inch (dpi). - Monthly Duty Cycle: Up to 40,000 pages; recommended monthly volume between 150 to 2,500 pages.
18	Tyvek Wristbands	- Material: Made from high-density polyethylene (HDPE) fibers, Tyvek is lightweight, water-resistant, and tear-resistant. - Durability: These wristbands are designed for short-term use, such as hospital visits, procedures, or admissions. - Best for: Short-term, temporary identification, particularly for outpatient procedures and emergency visits. - Features: - Barcode compatibility: Supports Code 128 and QR codes. - Tamper-evident: Cannot be reused once removed
19	Large Pharmacy Label includes Carbon Roll	- 3" x 4" (75 mm x 100 mm) - Drug name, dosing instructions, barcode, batch number
20	Patient Wristband Label includes Carbon Roll	- 1" x 1.5" (25 mm x 38 mm) - Patient name, MRN, DOB, barcode, allergy info
21	Patient Label for Records includes Carbon Roll	- 2" x 3" (50 mm x 75 mm) - Patient name, MRN, DOB, medical alerts, barcode
22	Exchange Server Enterprise 2019	Exchange Server Enterprise 2019
23	Microsoft Exchange Server Enterprise 2019 User CAL	Microsoft Exchange Server Enterprise 2019 User CAL

No.	Device Specification Required	Specification
24	SAN Switch (48 port 16GB fiber channel rack mounted) CISCO MDS 9148s or Equivalent	Performance & Ports • 48 autosensing Fibre Channel ports (supports 2/4/8/16 Gbps speeds). • 16 Gbps dedicated bandwidth per port. • Scalability: Base model with 12 ports, expandable to 24, 36, or 48 ports. Hardware & Design • Rack-mounted 1RU form factor. • Hot-swappable redundant power supplies. • Back-to-front airflow for cooling efficiency. • Dimensions: 1.72 x 17.16 x 16.34 inches (H x W x D). • Weight: 9 kg (19.84 lb).
25	L3 Switch 24 Port Ethernet, 4-10G SFP port (Cisco) or Equivalent	Performance & Ports • 24 x 10/100/1000 Mbps Ethernet ports. • 4 x 10G SFP+ uplink ports for high-speed connectivity. • Layer 3 routing capabilities for advanced network management. • Switching capacity: High-performance forwarding rates. Hardware & Design • Rack-mounted form factor. • Redundant power supplies for reliability. • Fan cooling system for optimal thermal management. • Compact size for efficient space utilization.
26	Server & Infrastructure Hardware Requirements	
a	Production Server: - Processor: XEON-GOLD 6426Y or better - RAM: 4800MHZ DDR5MEM RDM - vCPUs - 120 - Ram - 480 GB - Useable Storage (SAS SSD) - 15 TB min - Network Interfaces - Dual 10Gbe SFP+ and above with LACP support - Dual hot swap Power Supply - Rackmount capable - Hypervisor – (To be recommended by bidder)	Dell PowerEdge R760 Server Dual Intel Xeon Gold 6426Y (16 cores each) 512GB DDR5 4800MT/s ECC RDIMM S2x 480GB M.2 SSD in BOSS, 4x 960GB G4 NVMe SSD in RAID10 2x 10/25GbE SFP28 OCP 3.0 2x 1400W Hot-plug PSUs 2U Rackmount

b	DR Server: - Processor: XEON-GOLD 6426Y or better - RAM: 4800MHZ DDR5MEM RDM - vCPUs - 96 - Ram - 300GB - Useable Storage (SAS SSD) - 11 TB min - Network Interfaces - Dual 10Gbe SFP+ and above with LACP support - Dual hot swap Power Supply - Rackmount capable - Hypervisor – (To be recommended by bidder)	Dell PowerEdge R760 Server Dual Intel Xeon Gold 6426Y (16 cores each) 512GB DDR5 4800MT/s ECC RDIMM 2x 480GB M.2 SSD in BOSS, 4x 960GB G4 NVMe SSD in RAID10 2x 10/25GbE SFP28 OCP 3.0 2x 1400W Hot-plug PSUs 2U Rackmount
c	SAN Storage Server: - SAN Storage Server with Dual Controller and DUAL port FC/iSCSI connectivity per controller - 15 x 1.2 TB 10K SAS Drives with RAID 5 Support - DUAL Port 16 Gbps SAS Port, - 16 Gbps Dual Port SAS Card for above RACK Servers	HPE MSA 2060 SAN Storage Array-1 HPE 1.2TB 10K SAS 2.5" Hard Drive (781518-B21)-15 HPE SN1100Q 16Gb Dual Port Fibre Channel HBA-1
d	NAS Box for Backup – 30TB: - Processor: Intel Xeon D-1541 8-Core 2.1Ghz CPU - 64GB DDR4 ECC Memory (Max 64GB Support) - Dual 10 Gbe SFP+ + Quad 1G RJ45 LAN On-Board - 06 Nos x 06 TB Enterprise Sata Hard disk RAID 5 + 2 Hot Spare - Redundant Power Supplies, Slide Rail Kit	Synology Rack Station RS4021xs+ Intel Xeon D-1541 8-Core 2.1GHz CPU 64GB DDR4 ECC UDIMM (maximum supported) Dual 10GbE SFP+ ports + Quad 1GbE RJ45 LAN ports 6 x 6TB Enterprise SATA Hard Drives in RAID 5 + 2 Hot Spares Dual redundant power supplies
e	Other Hardware & Security: - Firewall - NGFW Throughput: At least 10 Gbps - Ports: 1 USB port, at least 3 x 10GE SFP+ Slots - Onboard Storage: Minimum 2 x 450 GB SSD - Firewall should support High Availability Configurations of Active-Active, Active-Passive, Clustering Active Subscription: Minimum 3+2 years	Throughput: Up to 10 Gbps 16 x 10/100/1000 RJ-45, 4 x 1G/10G SFP/SFP+ Dual 450 GB SSDs Supports Active/Active and Active/Passive configurations 2U Rackmount Up to 1000 user
f	Network Access Control (NAC) device - Policy Enforcement: Access Policies should be able to define rules and policies for controlling network access Policy Enforcement: Role-Based Access Control (RBAC) Assigns access rights based on user roles	Manageable L3 switch

g	Next-Generation Endpoint Detection and Response (EDR) software:- - The entire endpoint software should be single agent software deployed with all features and functions of NGAV, EDR, Threat Hunting, Application Control & Device Control and do not require any agent or software update to enable or disable these modules. Solution must offer the ability to integrate with SIEM - Solution must continuously monitor endpoint activities for both on premise and roaming users, captures events and forensic details of interest in near real time. - The solution should be able to show user account created date, account type, target account name, and target domain of the user on a particular device in a particular time frame if it found to be suspicious or malicious. - The solution should have built-in capability to kill/terminate process automatically if it found to be malicious/ransomware related behaviour. Also, should have capability to restore the files tried to encrypt by process by back up restore automated option. The solution must provide intuitive dashboards that show real- time attacks that are stopped, suspicious activities that are detected, and the health of all endpoints.	Microsoft defender/ Kaspersky Next EDR Optimum considering 1000 user for 3year (Rs1500*1user)= 1500 for one year Rs1500*1000user)= 1500000 for one year

h	Web Application Firewall (WAF) - Solution must provide comprehensive protection for web applications and APIs - Traffic Inspection: Real-time traffic inspection for HTTP/HTTPS protocols, with automatic signature-based detection- Must support SSL/TLS decryption and inspection. - Bot Protection: Built-in bot protection to detect and mitigate automated threats like scraping, brute force, and account takeover. - Threat Intelligence: Integration with global threat intelligence feeds for up-to-date protection against emerging threats. - Must support real-time threat feed integration. - DDoS Protection: Protect against Distributed Denial of Service (DDoS) attacks at Layer 7 (application layer) with rate limiting and anomaly detection. - Must include rate limiting and anomaly detection features - Application Layer Protection: Protection against OWASP Top 10 vulnerabilities (e.g., SQL Injection, XSS, CSRF, etc.) - Must include OWASP Top 10 protections by default. - Policy Management: Must offer an intuitive, user- friendly policy management console - Security Logging & Reporting: Must support Syslog, integration with SIEM tools, and comprehensive report generation. - High Availability: Must support clustering for high availability. - False Positive Management: Must have automated false positive detection and mitigation. - Alerting & Notifications: Must support email, SMS, and integration with ticketing systems for alerts. - Support & Maintenance: Must include 24/7 support with escalation procedures. Training & Documentation: Must include comprehensive product documentation and optional training.	Fortinet 400F

i	Hardware Load balancer - Must support both Layer 4 (TCP/UDP) and Layer 7 (HTTP/HTTPS) load balancing. - Traffic Distribution: Must support multiple load balancing algorithms such as round-robin, least connections, IP Hash, etc. - High Availability: Must provide active-active or active- passive HA configurations with automatic failover. - Health Monitoring: Must support custom health checks for backend services (e.g., HTTP, HTTPS, TCP). - SSL/TLS Offloading: Must support SSL/TLS offloading, with the ability to decrypt and inspect traffic. - Traffic Security: Must support SSL passthrough and end- to-end encryption. - Global Server Load Balancing (GSLB): Must support GSLB with DNS-based load balancing. - Session Persistence (Sticky Sessions): Must support sticky sessions based on cookies, IP hash, etc. - Scaling and Elasticity: Must support auto-scaling and elastic load balancing. - Traffic Monitoring and Analytics: Must provide detailed traffic analytics, with reporting and dashboards for visibility into system performance. - DDoS Protection: Must provide rate-limiting, anomaly detection, and integration with external DDoS protection services. - Failover Mechanistic: Must support automatic failover to healthy backend servers without service disruption. - Alerting & Notifications: Must support integration with alerting systems (email, SMS, syslog) and ticketing tools. - Compliance with industry standards such as PCI DSS, HIPAA, and GDPR. - Must assist with compliance by supporting security and data protection standards. - Must support detailed logging with integration to SIEM tools for auditing and security monitoring.	APV1600 AppVelocity ADC (SLB, LLB, 4x1GbE copper ports, 1U)

27	Web-based UI and CLI for Administration.	**Web-Based UI Specification:** • **Frontend:** React.js or Vue.js with Tailwind CSS for responsiveness. • **Backend:** Node.js (Express) or Django/FastAPI for API handling. • **Authentication:** OAuth 2.0, JWT, or LDAP for secure access. • **Database:** PostgreSQL or MySQL, with indexing for performance optimization. • **API:** RESTful or GraphQL with caching for efficient data retrieval. • **Monitoring:** Prometheus/Grafana for real-time insights. • **Deployment:** Docker containers with Kubernetes orchestration. • **Error Handling:** Centralized logging with ELK stack (Elasticsearch, Logstash, Kibana). • **Accessibility:** WCAG-compliant UI for inclusivity. **CLI Specification:** • **Shell Support:** Bash, Zsh, PowerShell for cross-platform compatibility. • **Command Structure:** Intuitive, well-documented commands. • **Config Management:** YAML/JSON-based configurations. • **Automation:** Integration with CI/CD tools (Jenkins, GitHub Actions). • **Logging & Debugging:** Structured error messages with log files. • **Security:** SSH key-based authentication with role-based access. • **Parallel Execution:** Multi-threaded command execution for better performance. • **Extensibility:** Plugin system for custom command additions.
28	Softwares and Licenses for the Server & Infrastructure Hardware Requirements	Refer to Technical Specification of Software and Licenses

Technical Specification of Software and Licenses

Description	QTY											Remark
	DC				DR				Non-Production			
	SQL Always ON				SQL Always ON							
Vendor	**HMIS**	**PACS**	**QMS**		**HMIS**	**PACS**	**QMS**		**HMIS**	**PACS**	**QMS**	
Anti-virus subscription for Servers	6	1	3		5	1	3		1			Licenses
Microsoft Office	2				2				1			For App Server
Domain Level SSL Certificate	1											For HMIS App Server
MS Windows Server 2019 STD	6				5				1			Licenses for MIPL
MS Windows Server 2022 STD	0	1			0	1			1			Licenses for PACS
Microsoft SQL Enterprise 2019 core-based licenses with SQL SA Subscription	4				2				0			For Production DB Server with Always-ON
Microsoft SQL Standard 2019 core-based licenses	2				0				0			Licenses
MS SQL Developer 2019									1			
Postgres DB									1			
MySQL									1			

Scope of Work

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A. Scope of Work of Desktop Computer for running HMIS Application and Capable of viewing PACS Reports

Scope of Work Details
1. Delivery

As per BDS.

2.Installation & Commissioning

- Unpacking, placement, and full setup of each desktop including monitor, keyboard, mouse, cabling, and power connections.
- Ensure operating system and drivers are correctly installed and updated.
- Test for full functionality including HMIS application compatibility and PACS report display quality.
- Tagging of assets with unique ID/barcode and documentation of serial numbers.
- Signed delivery and installation certificate from the facility in-charge is mandatory.

3.Warranty & Support

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

4. Preventive & Corrective Maintenance

- **Preventive Maintenance:** At least twice per year during the warranty period.
- **Corrective Maintenance:** As per need within response timelines.
- A report must be submitted post each maintenance visit
- **On-call technical support** must be available during business hours (Monday to Friday).
- Response time for support requests should not exceed **48 hours** from ticket submission.
- A **service level agreement (SLA)** outlining response/resolution times must be included.

5.Training & Documentation

- Vendor shall provide the following:
    - User manuals and warranty documentation
    - Setup and maintenance documentation
    - Basic training for end-users (onsite or remote) on hardware usage and troubleshooting

6.Reporting

- Monthly reporting of:
    - Devices serviced
    - Pending complaints
    - Spare parts replaced
- Annual summary report on system uptime and performance

7.Compliance and Certification

- All equipment must comply with relevant **national and international medical device and IT standards**.
- Vendor must submit **certificates of compliance**, including:
    - CE/FDA (for medical-grade monitors)
    - ISO certification (for quality assurance, if applicable)
    - Proof of Energy Star certification

8.Post-Warranty

- Vendor provide proposals for:
    - **Annual Maintenance Contract (AMC)** for **three (3) years** during warranty.

9. Asset Inventory Management

- Vendor must submit a **Detailed Asset Inventory Sheet** (Excel format) including:
    - Serial numbers
    - MAC addresses
    - Asset tags
    - Delivery locations
- QR-code based asset tags (optional but encouraged for easy future audits)

10. System Compatibility Check

- Vendor must ensure full compatibility of systems with:

- HMIS software (to be specified by client)
- PACS viewers (DICOM-compatible)
- Network printers and hospital LAN

11. Pre-Configuration & Imaging (Optional)

- If requested, systems may be preloaded with:
  - Hospital software images
  - Security tools (antivirus/firewall)
  - Remote desktop/IT support tools

12. Security Compliance

- Must support:
  - Secure Boot (UEFI)
  - TPM 2.0 (Trusted Platform Module)
  - OS-level encryption capability (e.g., BitLocker for Windows)
- Basic BIOS password protection should be enabled if required

13. Environmental & Safety Standards

- Must comply with:
  - RoHS (Restriction of Hazardous Substances)
  - Local electrical safety standards
  - Proper grounding and surge protection requirements

14. Power Backup Support (Optional)

- If required, vendor should recommend compatible **UPS (Uninterruptible Power Supply)** for at least 30 minutes backup time for each workstation.

15. Replacement During Repair (If Critical)

- Provision for **standby units** or **temporary replacements** in case of major downtime (for critical hospital functions)

16. Audit & Inspection

- The purchaser reserves the right to conduct **random inspections** at delivery sites to verify quality, functionality, and compliance
- Defective or non-compliant systems will be rejected and replaced at vendor cost

17. E-Waste Handling

- Vendor must agree to **take back systems or components** post lifecycle (end-of-life disposal support per e-waste rules)

B. Scope of work of Radiology Workstation for PACS – (Radiology Department)

Technical Specifications

Scope of Work (SoW): Radiology Workstation for PACS

Scope of Supply
The selected vendor shall be responsible for:

- **Supply and delivery** of complete workstation units meeting the technical specifications
- **Medical-grade monitors** (2 units per workstation) with compatible mounting/stand
- All necessary cables, drivers, and accessories for fully functional setup

1. Delivery and Installation

- **Delivery Timeline:** As per BDS
- **Installation Services:**
    - Unpacking and physical setup of equipment
    - Connection of monitors, peripherals, and accessories
    - Basic configuration of operating system and drivers
    - Verification of system boot and display performance
    - Network integration with PACS (if applicable)

2.Warranty and Support

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

3.Maintenance and Services

- **Preventive Maintenance:** At least twice per year during the warranty period.
- **Corrective Maintenance:** As per need within response timelines.

- A report must be submitted post each maintenance visit
- **On-call technical support** must be available during business hours (Monday to Friday).
- Response time for support requests should not exceed **48 hours** from ticket submission.
- A **service level agreement (SLA)** outlining response/resolution times must be included.

4.Training & Documentation

- Vendor shall provide the following:
    - User manuals and warranty documentation
    - Setup and maintenance documentation
    - Basic training for end-users (onsite or remote) on hardware usage and troubleshooting

5. Compliance and Certification

- All equipment must comply with relevant **national and international medical device and IT standards**.
- Vendor must submit **certificates of compliance**, including:
    - CE/FDA (for medical-grade monitors)
    - ISO certification (for quality assurance, if applicable)
    - Proof of Energy Star certification

6. Compatibility Requirements

- The workstation must be fully **compatible with the existing PACS environment** and radiology software systems.
- Vendor must **coordinate with the PACS team** to ensure seamless integration and configuration.

7. Acceptance Testing

- Post-installation, an **acceptance test** will be conducted by the Radiology Department and/or IT team.
- Acceptance will be based on:
    - Compliance with specifications

- Operational readiness of hardware
- Image rendering quality on medical-grade monitors
- Connectivity to PACS network

8. Packaging and Transportation

- All equipment must be delivered in **secure, tamper-proof packaging**.
- The vendor is responsible for **safe transport and handling** to avoid any damage during transit.
- Any damaged item(s) must be replaced within **7 days** at no additional cost.

9. Insurance and Liability

- As per incoterms@2020-DDP.

10. Spare Parts and Future Support

- The vendor should **guarantee availability of spare parts** for a minimum of **2 years** post-warranty.
- **Annual Maintenance Contract (AMC)** three years during warranty period.

11. Vendor Responsibilities

- Assign a dedicated **project manager or coordinator** as a single point of contact.
- Provide **progress updates** during the delivery and setup phase.

C. Computer on Wheels (without the dispensing draws)

1.Scope of Supply

The vendor shall provide:

- Fully configured Computer on Wheels units as per the specification
- All accessories including keyboard, mouse, batteries, and power adapters
- Documentation: User manuals, warranty cards, compliance certifications

2.Delivery

- **Timeline:** The vendor shall deliver all units within schedule time.
- **Packaging:** All units must be securely packaged to prevent damage during transit.
- **Insurance:** All items must be insured during transport until handover.

3.Installation

- Unpacking, placement, and power-up of each CoW (computer on wheels) unit
- Connecting peripherals (keyboard, mouse, monitor)

- Initial configuration (BIOS, drivers, wireless connectivity)
- Battery setup and verification of hot-swap functionality
- Operational testing and handover for each unit

4.Warranty

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser
- Battery performance and replacement coverage (if applicable)
- Warranty must be backed by OEM or authorized service providers

5.Maintenance and Support Services

- **Preventive Maintenance:** At least twice per year during the warranty period.
- **Corrective Maintenance:** As per need within response timelines.
- A report must be submitted post each maintenance visit
- **On-call technical support** must be available during business hours (Monday to Friday).
- Response time for support requests should not exceed **48 hours** from ticket submission.
- A **service level agreement (SLA)** outlining response/resolution times must be included.
- **Spare Parts:** Vendor must ensure availability of spare parts for at least 5 years post-delivery

6.Training and Handover

- Basic training for end users on device usage and battery replacement
- Demonstration of cleaning procedures for infection control
- Handover report signed by facility representative

7.Compliance and Safety

- Equipment must comply with safety and performance standards for medical-grade mobile computing systems
- Certificates (e.g., CE/FCC, ISO, safety testing) must be provided upon request

8.Acceptance and Sign-Off

- Post-installation inspection by end-user team
- Acceptance based on:
    - Conformance to technical specifications
    - Successful demonstration of full functionality
- Acceptance certificate to be signed upon successful inspection

9.Integration with Hospital Systems

- Each unit must be **ready for integration with Electronic Medical Records (EMR)/Hospital Management Information Systems (HMIS)**.
- Vendor must ensure compatibility and provide technical assistance during integration testing (if applicable).

10.Asset Tagging and Inventory

- Vendor shall **label all equipment with asset tags/barcodes** as per hospital inventory standards.
- A full **inventory list with serial numbers** must be submitted upon delivery.

11.Environmental and Ergonomic Considerations

- Units must be **quiet during operation**, suitable for bedside use.
- Carts must be **height-adjustable** and ergonomically designed for frequent use by healthcare staff.

12.Electrical Safety and Power Management

- All units should comply with **IEC 60601-1 or equivalent standards** for medical electrical safety.
- Integrated power management systems (e.g., auto sleep, low power mode) to enhance battery life.

13.Sustainability and Disposal

- Vendor must provide information on **eco-friendly disposal or recycling** for batteries and components.
- Preference will be given to vendors following **green ICT procurement guidelines**.

14.Documentation and Certification

- Vendor must provide:
    - Technical datasheets for all supplied components
    - Warranty certificates
    - Declaration of conformity with applicable medical and IT standards
    - A maintenance logbook or digital equivalent

15.Post-Warranty Service Options

- Vendor should offer **optional Annual Maintenance Contract (AMC)** terms after the warranty period.
- AMC should include preventive maintenance, software updates, and emergency support.

16.Escalation Matrix

- A clear **escalation path for unresolved issues** must be defined, including names and contact details for:
    - Technical support
    - Service engineer
    - Regional manager

D. Computer on Wheels (to include the draws for dispensing of medicating and scanning of name tags)

Scope of Work (SoW): Computer on Wheels (CoW) with Dispensing Drawers and Scanning Capability

1.Scope of Supply

The vendor is responsible for providing:

- 40 fully configured CoW units with all specified features
- Accessories: barcode scanner, wireless keyboard and mouse, batteries, power adapters
- User documentation and quick setup guides
- Cleaning and disinfection instructions
- Locking keys or access credentials for drawers and compartments

2.Delivery

- **Delivery: As per Incoterms@2020-DDP**
- **Packaging:** Secure, medical-grade, tamper-proof packaging
- **Shipping & Insurance:** Vendor responsible for shipment safety and insurance until handover

3.Installation and Configuration

- Unpacking and physical setup of all CoW units
- Connection and verification of all hardware and peripheral devices
- Setup of wireless connections (Wi-Fi, Bluetooth)
- Testing of hot-swap battery feature
- Verification of barcode scanner functionality
- Configuration for integration with hospital systems if required

4.Warranty and Support

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

5.Maintenance and Services

- **Preventive Maintenance:** Once annually during warranty
- **Corrective Maintenance:** As required within SLA
- **Response Time:** Service request response within 48 hours
- **Spare Parts Availability:** For a minimum of 5 years post-delivery
- **Technical Support:** Remote and on-site, during business hours
- **Annual Maintenance Contract (AMC)** during warranty period

6.Training

- **User Training:** Onsite or virtual training for nursing/clinical staff
- **Scope:**
    - Operating the unit
    - Battery hot-swap procedures
    - Cleaning and hygiene protocols
    - Use of drawers and barcode scanner
- **Training Materials:** User manuals and visual job aids

7.Documentation

Vendor must provide the following with each delivery:

- Technical datasheets
- Warranty documentation
- Compliance and safety certificates (e.g., CE, FCC, ISO)
- Maintenance schedule
- Inventory list with serial numbers and asset tags

8.Acceptance Criteria

- Post-installation verification and performance testing
- Review by end-user department and IT support
- Handover with signed acceptance certificate

9.Compliance

- All components must be certified for use in healthcare environments
- Must adhere to applicable standards for electrical safety, sanitation, and emissions

E. Scope of work of IT Equipment for HMIS Deployment

1.Scope of Supply

The vendor shall:

- Deliver fully configured hardware and accessories
- Include all necessary cables, adapters, and manuals
- Provide software preinstalled where applicable (e.g., Office, OS)

2.Delivery

As per incoterms@2020-DDP

3.Installation & Configuration

- Physical setup and placement of equipment
- Initial boot and OS/license activation
- Wi-Fi and LAN setup
- Connection to HMIS environment (if applicable)
- Test prints/scans for printers, functional tests for tablets

4.Warranty

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

5.Services & Support

- Preventive Maintenance: Minimum once annually during warranty
- Corrective Maintenance: Within 48 hours of service request
- Technical Support: Onsite and remote support during business hours
- Spares & Repairs: Guaranteed availability for 5 years post-supply
- Service Desk Contact: Must be provided by vendor
- **Annual Maintenance Contract (AMC)** during warranty period

6.Training

- Basic end-user training for laptops, tablets, printers, and scanning devices
- Training materials must be provided in print and/or digital formats

7.Documentation

Vendor to provide:

- User manuals
- Warranty certificates
- Maintenance logs (where applicable)
- Delivery challans, invoices, and serial number list
- Certificates (CE, FCC, ENERGY STAR, ISO)

8.Acceptance Testing

- Visual inspection
- Verification of features and accessories
- Functional and connectivity tests
- Signed acceptance report from end-user department

F. Scope of Work (SoW): Patient Identification Wristbands and Label Supplies

1. Scope of Supply

The selected vendor shall supply:

- All label rolls and wristbands as per the above specifications
- Rolls must be compatible with existing thermal/label printers
- Barcode readability must be tested and confirmed
- Packaging must protect product integrity during storage and transit

2. Delivery

As per Incoterms@2020-DDP

3. Installation

- **Label Printer Setup Support:** If new formats require calibration or configuration, vendor must assist in printer setup or provide print template files
- **Barcode Testing:** Vendor must ensure barcode compatibility with scanning systems before final delivery approval

4. Warranty & Replacement Policy

- **Consumables Warranty:** Though typically consumables are not under extended warranty, the vendor must guarantee:
    - No manufacturing defects
    - Adhesion performance for specified clinical uses
    - Legibility and barcode scanability
- Any defective or misprinted items must be replaced **free of charge within 7 days** of complaint

5. Service & Support

- Vendor must offer:
    - **Product usage support** (e.g., instructions for proper label application)
    - **Compatibility guidance** with current printers
    - **Technical assistance** in case of print misalignment or barcode issues
    - Response time within **24–48 hours** for issues reported during active use

6. Documentation

Vendor must supply:

- Product data sheets and material specifications
- Barcode format compatibility guide
- Usage and storage instructions
- Delivery and batch tracking documentation

7. Acceptance Testing

- **Verification Steps:**
    - Visual inspection of material quality and printing clarity
    - Sample barcode scans
    - Adhesion test on wristbands and paper records
- Signed acceptance from end-user department upon satisfactory review

8. Compliance

- Products must be free of allergens and certified for use on human skin (where applicable)

- Ink and adhesives must be **non-toxic and smudge-resistant**
- Preferred compliance with **ISO 9001 and/or medical labeling standar**

G. Scope of Work of SAN Switch (Cisco MDS 9148S) or Equivalent and Layer 3 Switch (24-port Ethernet, 4 x 10G SFP) (Cisco) or Equivalent

1. **Scope of Supply**

Vendor shall provide:

SAN Switch – Cisco MDS 9148S (48-Port 16Gb Fibre Channel)

- **Installation & Physical Setup:**
  - Rack-mounting the switch securely in the designated data center space.
  - Establishing **power connections** with redundancy.

- **Configuration & Initialization:**
  - Implementing **VSAN segmentation** for logical storage networking.
  - Setting up **Inter-VSAN Routing (IVR)** if cross-VSAN communication is needed.
  - Configuring **port channels and zoning** for optimized storage traffic flow.

- **Security & Access Control:**
  - Implementing **role-based authentication (RBAC)** for administrator access.
  - Enabling **Secure Shell (SSH) access** and hardening login policies.

- **Monitoring & Maintenance:**
  - Integrating with **Cisco Prime DCNM** for centralized switch monitoring.
  - Enabling **PowerOn Auto Provisioning (POAP)** for automated configuration management.

Layer 3 Switch – Cisco (24-Port Ethernet, 4 x 10G SFP)

- **Installation & Physical Setup:**
  - Secure rack-mount installation with proper cable management.
  - Connecting power and verifying **redundancy** configurations.
- **Network Configuration:**
  - Setting up **VLANs** for segmentation and efficient traffic flow.
  - Configuring **IPv4 & IPv6 routing** and static/dynamic routing protocols (OSPF/EIGRP).
  - Defining **Quality of Service (QoS)** policies for traffic prioritization.
- **Security & Management:**
  - Implementing **ACLs** (Access Control Lists) for enhanced security.
  - Setting up **SSH-based secure access** for remote administration.
  - Enabling SNMP monitoring and integrating **Syslog** for event logging.

- **Testing & Validation:**
  - Conducting end-to-end connectivity tests for Ethernet and SFP+ uplinks.
  - Verifying **performance benchmarks** for latency and throughput.
  - Documenting final configurations and handover to the operations team.

2. Warranty and Support

- Onsite warranty for **minimum three (3) years** covering:
  - All hardware components
  - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

3. Post-Installation Support & Maintenance

Vendor shall provide:

- **Post-installation monitoring** and optimization for 30 days
- **Technical Support:** On-call/email support during business hours for 12 months
- **Issue Resolution:** Response time of 24 hours for critical issues
- Optional: Quote for **extended support** and **managed services**
- **Annual Maintenance Contract (AMC)** for warranty period

4. Delivery

- As per Incoterms@2020-DDP

H. Scope of Work of Web-based UI and CLI for administration.

1. Scope of Supply

Vendor shall provide: a robust **Web-Based UI** and **Command-Line Interface (CLI)** to support seamless user interactions, secure authentication, and efficient backend operations. The system will be architected with scalability, security, and accessibility as core priorities.

2. Key Objectives

- Develop an intuitive and responsive UI using **React.js or Vue.js** with **Tailwind CSS**.
- Implement a secure backend using **Node.js (Express) or Django/FastAPI** to handle API requests efficiently.

- Ensure **OAuth 2.0, JWT, or LDAP** authentication for secure access control.
- Optimize database performance with **PostgreSQL or MySQL**, implementing indexing strategies.
- Design a scalable API layer using **RESTful or GraphQL** with caching mechanisms.
- Provide real-time system monitoring using **Prometheus/Grafana**.
- Deploy using **Docker containers** with **Kubernetes orchestration** for streamlined management.
- Implement centralized error handling with the **ELK stack (Elasticsearch, Logstash, Kibana)**.
- Maintain inclusivity with a **WCAG-compliant UI** for accessibility compliance.
- Develop a cross-platform CLI supporting **Bash, Zsh, and PowerShell**.
- Ensure structured command execution with **YAML/JSON-based configurations**.
- Integrate automation workflows with **CI/CD tools such as Jenkins or GitHub Actions**.
- Provide structured logging and debugging mechanisms with error reporting.
- Implement **SSH key-based authentication** with role-based access controls.
- Enable **parallel execution** for performance improvements.
- Support a modular **plugin system** for CLI extensibility.

3.Delivery

- As per Incoterms@2020-DDP

4.Deliverables

- Functional **web UI prototype** with all specified frontend and backend integrations.
- Complete **CLI tool** with intuitive commands and automation features.
- Documentation covering system architecture, API reference, authentication setup, and CLI command usage.
- Performance benchmarking reports for database indexing, caching, and parallel execution.
- Logging and debugging mechanisms for both UI and CLI environments.
- Deployment setup using **Docker & Kubernetes** with detailed environment configurations.

4. Warranty and Support

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost

- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

5. Post-Installation Support & Maintenance
Vendor shall provide:

- **Post-installation monitoring** and optimization for 30 days
- **Technical Support:** On-call/email support during business hours for 12 months
- **Issue Resolution:** Response time of 24 hours for critical issues
- Optional: Quote for **extended support** and **managed services**
- **Annual Maintenance Contract (AMC)** for warranty period

I. Scope of work of Exchange Server Enterprise, Microsoft Exchange Server 2019 User CAL and Server & Infrastructure Hardware Requirements

1. Scope of Supply
Vendor shall provide:

- Licensed copies of Microsoft Exchange Server Enterprise 2019 (Volume Licensing or equivalent)
- 5,000 User CALs each for both Enterprise and Standard editions
- Authentic licensing keys and certificates from Microsoft
- Access to Microsoft Volume Licensing Service Center (VLSC)
- Documentation confirming license activation and compliance

2.Delivery
As per Incoterms@2020-DDP

3.Installation & Configuration
Vendor shall:

- Install Exchange Server Enterprise 2019 on designated physical or virtual servers
- Configure server roles (Mailbox, Edge Transport, Client Access)
- Integrate with existing Active Directory (AD) environment

- Setup:
    - SMTP, IMAP, and POP3 protocols
    - Email security policies (e.g., spam filtering, transport rules)
    - High Availability (DAG - Database Availability Groups)
- Migrate mailboxes from existing infrastructure (if applicable)
- Perform performance tuning and best practices implementation

4.Licensing Compliance

- Vendor must ensure:
    - All software and CALs are genuine Microsoft products
    - Licensing model follows Microsoft's terms for volume licensing
    - CALs can be audited and validated with Microsoft tools

5. Warranty and Support

- Onsite warranty for **minimum three (3) years** covering:
    - All hardware components
    - Labor and replacement at no additional cost
- Onsite response time within **24 hours** of complaint
- Resolution of hardware/service issues within **72 hours**
- Availability of spare parts for **at least 5 years**
- Escalation matrix and contact details of service representatives must be shared with the purchaser

6. Post-Installation Support & Maintenance

Vendor shall provide:

- **Post-installation monitoring** and optimization for 30 days
- **Technical Support:** On-call/email support during business hours for 12 months
- **Issue Resolution:** Response time of 24 hours for critical issues
- Optional: Quote for **extended support** and **managed services**
- **Annual Maintenance Contract (AMC)** for warranty period

7.Documentation

Vendor must deliver:

- Installation and configuration reports

- User CAL usage audit logs or summary
- Licensing certificates
- Warranty/service agreement documentation
- Network and server architecture diagram (if applicable)

8. Acceptance Criteria

The deployment will be considered successful upon:

- Verified license activation
- Successful installation and configuration of all server roles
- Test mail sent and received internally and externally
- Mailbox migration completed (if part of the scope)
- Signed acceptance report from IT department.

9. Software and Licenses for the Server & Infrastructure Hardware Requirements

As listed in Section 3 - Technical Specifications.

Annex 1 to Scope of Works:

List of Hospitals, Health Centres and Wellness Centres in Dominica

Dominica-China Friendship Hospital	
No.	**Department\ Unit\ Ward**
1	Accident and Emergency
	Female Medical Ward (Glover)
	Male Surgical (Alford)
	Outpatient Clinic
	Laboratory
	Pharmacy
	Paediatric Ward
	Gynaecology Ward (Stronach)
	Male Medical Ward (Imray)
	Female Surgical (Dawbiney)
	Operating Theatre
	Intensive Care Unit (ICU)
	Radiology
	Medical Records
	Total (1)

No.	**Portsmouth Health District**
2	Reginald Fitzroy Armour Hospital
3	Clifton Health Centre
4	Olivia Douglas Health and Wellness Centre
5	Dublanc Health Centre
6	Stella Leblanc Health and Wellness Centre
7	Anse-De-Mai Health Centre
8	Thibaud Health Centre
9	Dos Dane Health Centre
10	Penville Health Centre
	Total (9)

No.	Marigot Health District
11	Marigot Hospital
12	Doris Musgrave Health and Wellness Centre
13	Woodford Hill Health Centre
14	Emelda James Health and Wellness Centre
15	Atkinson Health Centre
16	Calibishie Health Centre
	Total (6)

No.	Grand Bay Health District
17	Grand Bay Health Centre
18	Tete Morne Health Centre
19	Pichelin Health Centre
20	Maria Moise Health and Wellness Centre
21	Bagatelle Health Centre
	Total (5)

No.	La Plaine Health District
22	La Plaine Health Centre
23	Delices Health Centre
24	Boetica Health Centre
25	Grand Fond Health Centre
26	Riviere Cyrique Health Centre
	Total (5)

No.	St. Joseph Health District
27	St. Joseph Health Centre
28	Colihaut Health Centre
29	Coulibistrie Health Centre
30	Salisbury Health Centre
31	Belles Health Centre
	Total (5)

No.	Castle Bruce Health District
32	Castle Bruce Health Centre
33	Salybia Health Centre
34	Mahaut River Health Centre
35	Soufriere Health Centre
36	San Sauveur Health Centre

No.	Castle Bruce Health District
	Total (5)

No.	Roseau Health District
37	Roseau Health Centre
38	Newtown Health Centre
39	Pointe Michel Health Centre
40	Soufriere Health Centre
41	Scotts Head Health Centre
42	Fond Cole Health Centre
43	Massacre Health Centre
44	Esprit-Murphy Health and Wellness Centre
45	Campbell Health Centre
46	Warner Health Centre
47	Cochrane Health Centre
48	Wotten Waven Health Centre
49	Laudat Health Centre
50	Trafalgar Health Centre
51	Morne Prosper Health Centre
52	Giraudel Health Centre
53	Eggleston Health Centre
54	Cochrane Health Centre
	Total (18)

5. Drawings

This bidding document includes ***no*** drawings.

6. Inspections and Tests

The following inspections and tests shall be performed: The Bidder shall provide the details and shall be finalized at the time of contract signing. A TPA may also be engaged for Inspections and Tests. The Supplier shall provide Certificate from accredited agency.

Indicative Provisions for Inspections and Tests

For the procurement and installation of the following items, the provisions for inspections and tests are as follows:

1. **Desktop Computers for running HMIS Application and capable of viewing PACS reports**
    - **Visual Inspection**: Check for original manufacturer packaging and brand-new condition.
    - **Functionality Test**: Boot up the system, verify the installation of the operating system and drivers, and ensure HMIS application compatibility and PACS report display quality.
    - **Performance Test**: Use benchmarking tools like Cinebench and 3DMark to evaluate system performance. Conduct stress tests using Prime95 and FurMark to assess reliability under load.
    - **Acceptance Criteria**: System must boot within 30 seconds, HMIS application must load within 10 seconds, and PACS reports must display without lag.
    - **Testing Frequency**: Initial setup and quarterly thereafter.
    - **Timeline with KPIs**:
        - **Q1**: 100% systems operational, 95% pass performance tests.
        - **Q2**: 100% systems operational, 98% pass performance tests.
        - **Q3**: 100% systems operational, 99% pass performance tests.
        - **Q4**: 100% systems operational, 100% pass performance tests.
2. **Radiology Workstations for PACS (Radiology Department)**
    - **Visual Inspection**: Check for original manufacturer packaging and brand-new condition.
    - **Compatibility Test**: Ensure compatibility with PACS by running DICOM viewer software and verifying image quality.
    - **Performance Test**: Conduct quality control tests using QC phantom images and verify performance levels. Measure display performance using luminance ratio, luminance response, and spatial resolution tests.
    - **Acceptance Criteria**: DICOM images must load within 5 seconds, and display quality must meet medical standards.
    - **Testing Frequency**: Initial setup and semi-annually thereafter.
    - **Timeline with KPIs**:
        - **H1**: 100% systems operational, 95% pass performance tests.
        - **H2**: 100% systems operational, 98% pass performance tests.

3. **Computers on Wheels (with and without dispensing drawers)**
    - **Visual Inspection**: Check for original manufacturer packaging and brand-new condition.
    - **Mobility Test**: Ensure ease of movement and stability in clinical settings.
    - **Functionality Test**: Verify compatibility with medication dispensing systems and name tag scanning (for units with drawers).
    - **Performance Test**: Conduct battery life tests and evaluate system performance using PCMark 10.
    - **Acceptance Criteria**: Battery life must exceed 8 hours, and systems must be fully operational within 5 minutes of boot.
    - **Testing Frequency**: Initial setup and quarterly thereafter.
    - **Timeline with KPIs**:
        - **Q1**: 100% systems operational, 95% pass performance tests.
        - **Q2**: 100% systems operational, 98% pass performance tests.
        - **Q3**: 100% systems operational, 99% pass performance tests.
        - **Q4**: 100% systems operational, 100% pass performance tests.
4. **Laptops, Tablets, and Printers**
    - **Visual Inspection**: Check for original manufacturer packaging and brand-new condition.
    - **Functionality Test**: Boot up the devices, verify the installation of the operating system and drivers, and ensure compatibility with HMIS Application and other specified software.
    - **Performance Test**: Use tools like PCMark 10 and UL Procyon benchmarks for laptops. For tablets, use Antutu Benchmark, Geekbench 5, and GFXBench. For printers, conduct speed tests, print quality tests, and measure time to first print.
    - **Acceptance Criteria**: Devices must boot within 30 seconds, applications must load within 10 seconds, and printers must produce the first page within 5 seconds.
    - **Testing Frequency**: Initial setup and semi-annually thereafter.
    - **Timeline with KPIs**:
        - **H1**: 100% devices operational, 95% pass performance tests.
        - **H2**: 100% devices operational, 98% pass performance tests.
5. **Barcode Scanners and Printers**
    - **Visual Inspection**: Check for original manufacturer packaging and brand-new condition.
    - **Functionality Test**: Connect the barcode scanner to a computer, scan various barcodes, and verify data accuracy in software like Excel.
    - **Performance Test**: Measure scanning speed and accuracy using standardized barcodes. Conduct tests for maximum scan range, low light performance, and battery consumption.
    - **Acceptance Criteria**: Scanners must read barcodes within 1 second, with 99% accuracy.
    - **Testing Frequency**: Initial setup and quarterly thereafter.

- **Timeline with KPIs**:
  - **Q1**: 100% devices operational, 95% pass performance tests.
  - **Q2**: 100% devices operational, 98% pass performance tests.
  - **Q3**: 100% devices operational, 99% pass performance tests.
  - **Q4**: 100% devices operational, 100% pass performance tests.

6. **Exchange Servers and Infrastructure Hardware**
   - **Visual Inspection**: Check for original manufacturer packaging and brand-new condition.
   - **Connectivity Test**: Use Telnet to test SMTP communication and verify mail flow.
   - **Performance Test**: Conduct stress tests and monitor system resource utilization. Use tools like Chef, Puppet, and Ansible for infrastructure testing.
   - **Acceptance Criteria**: Servers must handle peak loads without performance degradation, with 99.9% uptime.
   - **Testing Frequency**: Initial setup and quarterly thereafter.
   - **Timeline with KPIs**:
     - **Q1**: 100% servers operational, 99% pass performance tests.
     - **Q2**: 100% servers operational, 99.5% pass performance tests.
     - **Q3**: 100% servers operational, 99.7% pass performance tests.
     - **Q4**: 100% servers operational, 99.9% pass performance tests.

General Provisions

- The purchaser reserves the right to conduct random inspections at delivery sites to verify quality, functionality, and compliance.
- All equipment must undergo testing to ensure it meets the specified requirements and standards.
- The vendor must provide test reports and certificates of compliance for all equipment.
- Any defective or non-compliant systems will be rejected and must be replaced at the vendor's cost.
- The vendor must facilitate inspections and tests by providing access to facilities and necessary documentation.

PART 3 - Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) **"Bank"** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) **"Contract"** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) **"Contract Documents"** means the documents listed in the Contract Agreement, including any amendments thereto.

(d) **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) **"Day"** means calendar day.

(f) **"Completion"** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) **"GCC"** means the General Conditions of Contract.

(h) **"Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) **"Purchaser's Country"** is the country specified in the **Special Conditions of Contract (SCC).**

(j) **"Purchaser"** means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

(k) **"Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) **"SCC"** means the Special Conditions of Contract.

(m) **"Subcontractor"** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

part of the Related Services is subcontracted by the Supplier.

(n) **"Supplier"** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) **"The Project Site,"** where applicable, means the place named in the **SCC.**

2. Contract Documents

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

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix 1 to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

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

7. 3Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

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

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect

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

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

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

12. Scope of Supply

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

13. Delivery and Documents

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

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.

14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

15. Contract Price

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

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

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

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

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

20. Confidential Information

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

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

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

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

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

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

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

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

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

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Purchaser; or

(c) improves the quality, efficiency or sustainability of the Goods; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

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

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

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to

those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

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

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

APPENDIX 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

APPENDIX 2
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

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

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

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

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:
Signature: _____

Date signed _____ day of _____, _____

Section IX - Special Conditions of Contract

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

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

GCC 1.1(i)	The Purchaser's Country is: **Commonwealth of Dominica**
GCC 1.1(j)	The Purchaser is: **Ministry of Public Works, Public Utilities and the Digital Economy**
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is/are: **3 Hospitals, 49 Health Centres and 2 Wellness Centres on Dominica.**
GCC 1.1 (p)	The term **SEA/SH** where used in the Contract has the following meaning: • "**Sexual Exploitation and Abuse" "(SEA)"** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be **Incoterm@2020**. **Delivered Duty Paid (DDP)**
GCC 5.1	The language shall be: **English**

GCC 8.1	For **notices**, the Purchaser's address shall be: **Attention: Jermaine Jewel Jean-Pierre, Project Manager** **Street Address: First Domestic Building** **Floor/ Room number*:* Second Floor** **City: Roseau** **Country: Commonwealth of Dominica** **Telephone: 1-767-255-3840/3841/3844** **Electronic mail address*:* dtpuprocurement@dominica.gov.dm;** **c.c. jeanpierrej@dominica.gov.dm**
GCC 9.1	The governing law shall be the law of*:* **Commonwealth of Dominica**
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign Supplier: GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. (b) Contracts with Supplier national of the Purchaser's Country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are: (i) **Original and three (3) copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;** **(ii) Three (3) copies of the packing list (and airway bill if applicable) identifying contents of each package;** **(iii) Original Manufacturer's or Supplier's Warranty Certificate;** **(iv) The Manufacturer's Inspection Certificate;** **(v) Original Certificate of Origin;**

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

GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in **currencies of** **Payment of the Contract,** in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the bidding document or another form acceptable to the Purchaser. (ii) **On Shipment:** Seventy (70) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13. (iii) **On Acceptance:** Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the Acceptance Certificate issued by the Purchaser. Payment of local currency portion shall be made in **Eastern Caribbean Dollar (XCD)** within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. **Payment for Goods and Services supplied from within the Purchaser's Country:** Payment for Goods and Services supplied from within the Purchaser's Country shall be made in **Eastern Caribbean Dollar (XCD)**, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) **On Delivery:** Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) **On Acceptance:** The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date

	of the Acceptance Certificate for the respective delivery issued by the Purchaser.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **45** days. The interest rate that shall be applied is **London Inter Bank Offered Rate (LIBOR) +1%**
GCC 18.1	A Performance Security **shall be required**. The amount of the Performance Security shall be **ten percent (10%)** of Contract Amount.
GCC 18.3	The Performance Security shall be in the form of: **a Demand Guarantee (Bank Guarantee) or a Performance Bond.** The Performance security shall be denominated in **the currencies of payment of the Contract, in accordance with their portions of the Contract Price**.
GCC 18.4	Discharge of the Performance Security shall take place: **As per GCC 18.4**
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **Caribbean Digital Transformation Project (CARDTP)** **Ministry of Public Works, Public Utilities and the Digital Economy** **Attention: The Project Manager** All goods must be adequately / appropriately packed and marked to facilitate safe handling / delivery and easy identification.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: **Not Applicable.**
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: **Not Applicable.**
GCC 25.2	Incidental services to be provided are: **Not Applicable**

GCC 26.1	**1) Inspection and Test at Supply** **Nature:** General inspection of the equipment before installation. This would involve inspection to assess whether the right equipment has been procured according to the specifications and that physical parts of the equipment are without defects or damage. **Frequency:** Once **Procedures:** Equipment should be inspected by the Ministry of Public Works, Public Utilities and the Digital Economy on delivery (in the presence of a duly authorized witness on behalf of the Supplier), specifications verified, status documented and information communicated to the Project Implementation Unit, Caribbean Digital Transformation Project (PIU-CARDTP) for confirmation and redress. **2) Inspection and Test at Installation** **Nature:** General inspection of the equipment at installation to check that all are in good working condition and conform to the detailed specifications. **Frequency:** Once at installation. **Procedures:** Inspection should be done at power-up of each piece of equipment. Tests should be done when equipment is connected to the relevant network/data connection to assess requisite compatibility. All results including metrics should be documented and communicated to the PIU-CARDTP for confirmation and/or any remedial action.
GCC 26.2	The Inspections and tests shall be conducted at: **The places of final destination/project sites.**
GCC 27.1	The liquidated damage shall be: **0.5% of the contract price per week.**
GCC 27.1	The maximum amount of liquidated damages shall be: **5%**
GCC 28.3	The period of validity of the Warranty shall be: **three (3) years** For purposes of the Warranty, the place(s) of final destination(s) shall be: **3 Hospitals, 49 Health Centres and 2 Wellness Centres on Dominica.** GCC 28.3—In partial modification of the provisions, the warranty period shall be twelve (36) months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

	(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, **or** (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1 % per week.
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: **fifteen (15)** days.
GCC 33.4	Not Applicable

Attachment: Price Adjustment Formula – Not Applicable

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

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

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

$$a+b+c = 1$$

in which:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section X - Contract Forms

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Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

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

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

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

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

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

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

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

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

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

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

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

5. How to make a complaint

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

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

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

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

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

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

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

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

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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

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

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

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

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

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

[**] Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . .

This is to notify you that your Bid dated ***[insert date]*** for execution of the ***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

(2) *[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) the Letter of Bid

   (c) the Addenda Nos._____ (if any)

   (d) Special Conditions of Contract

   (e) General Conditions of Contract

   (f) the Specification (including Schedule of Requirements and Technical Specifications)

   (g) the completed Schedules (including Price Schedules)

(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

---

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

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

_____

[signature(s)]

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

paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

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

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

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

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

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[signature(s)]

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