

 STANDARD PROCUREMENT DOCUMENTS

**Bidding Documents**

**for**

**Procurement of Goods**

**Agence Française de Développement**



**March 2024**

# BIDDING DOCUMENTS

**For**

**Procurement of Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Laboratory Equipment**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IPC No: PRQ20241185**

**Project:** Promoting regional economic integration in the Horn of Africa through the development of the Djibouti corridor

**Purchaser:** TradeMark Africa

**Country:**Djibouti

**Issued on:** 7 Avril2025

**Table of Contents**

PART 1 – Bidding Procedures 1

Section I. Instructions to Bidders 4

Section II. Bid Data Sheet (BDS) 23

Section III. Evaluation and Qualification Criteria 28

Section IV. Bidding Forms 39

Section V. Eligibility Criteria 63

Section VI. AFD Policy - Prohibited Practices– environmental and social responsibility 65

PART 2 – Supply Requirements 68

Section VII. Schedule of Requirements 69

PART 3 - Contract 75

Section VIII. General Conditions of Contract 76

Section IX. Special Conditions of Contract 93

Section X. Contract Forms 103

PART 1 – Bidding Procedures

|  |
| --- |
| **Section I. Instructions to Bidders** |

**Table of Clauses**

A. General 4

1. Scope of Bid 4

2. Source of Funds 4

3. Prohibited Practices 4

4. Eligible Bidders 4

5. Eligible Goods and Related Services 5

B. Contents of Bidding Documents 6

6. Sections of Bidding Documents 6

7. Clarification of Bidding Documents 7

8. Amendment of Bidding Document 7

C. Preparation of Bids 7

9. Cost of Bidding 7

10. Language of Bid 7

11. Documents Comprising the Bid 7

12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules 8

13. Alternative Bids 8

14. Bid Prices and Discounts 8

15. Currencies of Bid and Payment 10

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services 10

17. Documents Establishing the Eligibility and Qualifications of the Bidder 12

18. Period of Validity of Bids 12

19. Bid Security 13

20. Format and Signing of Bid 14

D. Submission and Opening of Bids 15

21. Sealing and Marking of Bids 15

22. Deadline for Submission of Bids 15

23. Late Bids 15

24. Withdrawal, Substitution, and Modification of Bids 15

25. Bid Opening 16

E. Evaluation and Comparison of Bids 17

26. Confidentiality 17

27. Clarification of Bids 17

28. Deviations, Reservations, and Omissions 18

29. Determination of Responsiveness 18

30. Nonconformities, Errors and Omissions 18

31. Correction of Arithmetical Errors 19

32. Conversion to Single Currency 19

33. Margin of Preference 19

34. Evaluation of Bids 19

35. Comparison of Bids 21

36. Qualification of the Bidder 21

37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids 21

F. Award of Contract 21

38. Award Criteria 21

39. Purchaser’s Right to Vary Quantities at Time of Award 21

40. Notification of Award 21

41. Signing of Contract 22

42. Performance Security 22

|  |
| --- |
| **Section I.** Instructions **to Bidders** |
|  | 1. **General**
 |
| 1. Scope of Bid | * 1. In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS),** the Purchaser, **as specified in the BDS,** issues these Bidding Documents for the Procurement of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Procurement Competition (IPC) are **specified in the BDS**.
	2. Throughout these Bidding Documents:
		1. The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
		2. If the context so requires, “singular” means “plural” and vice versa; and
		3. “Day” means calendar day.
 |
| 2. Source of Funds | * 1. The Purchaser **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the Agence Française de Développement (hereinafter called “the AFD”)**,** toward the project named **in BDS**. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 |
| 3. Prohibited Practices | 3.1 The AFD requires compliance with its policy regarding prohibited practices as set forth in Section VI.3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD. |
| 4. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a state-owned entity- subject to ITB 4.3- 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 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.
	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:
		1. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
		2. Receives or has received any direct or indirect subsidy from another Bidder; or
		3. Has the same legal representative as another Bidder; or
		4. 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
		5. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
		6. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or
		7. Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the Contract implementation; or
		8. Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents 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 AFD throughout the procurement process and execution of the contract.
	3. The AFD’s eligibility criteria to bid are described in Section V, Eligibility criteria.
	4. A Bidder shall not be under suspension from bidding by the Purchaser as the result of the execution of a Bid–Securing Declaration.
	5. A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
 |
| 5. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the AFD may have their origin in any country in accordance with Section V, Eligibility Criteria.
	2. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
	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.
 |
|  | 1. Contents **of** Bidding Documents
 |
| 6. Sections of Bidding Documents | * 1. The Bidding Documents 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. Eligibility Criteria;
* Section VI. AFD Policy - Prohibited Practices and Environmental and Social Responsibility;
 |
|  | **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.
 |
|  | * 1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
	2. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
 |
| 7. Clarification of Bidding Documents | * 1. A Bidder requiring any clarification of the Bidding Documents 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 no later than 14 (fourteen) days prior to the deadline for submission of bids**.** The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents 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 Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
 |
| 8. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
	2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents 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.
	3. To give 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.
 |
|  | 1. Preparation **of** Bids
 |
| 9. Cost of Bidding | * 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 | * 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 | * 1. The Bid shall comprise the following:
		1. Bid submission Form and the Bidding Forms in accordance with ITB 12;
		2. Completed schedules, in accordance with ITB 12 and 14;
		3. Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
		4. Alternative bids, if permissible, in accordance with ITB 13;
		5. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
		6. Statement of Integrity, Eligibility and Environmental and Social Responsibility duly signed, in accordance with ITB 12;
		7. Documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;
		8. Documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;
		9. Documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
		10. Documentary evidence in accordance with ITB 16 and 29, that the Goods and Related Services conform to the Bidding Documents;
		11. 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 Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 12. Bid Submission Form, Bidding Forms and Statement of Integrity and Price Schedules  | * 1. The Bid Submission Form, the Bidding Forms and the Statement of Integrity 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 20.4. All blank spaces shall be filled in with the information requested.
 |
| 13. Alternative Bids | * 1. Unless otherwise **specified in the** **BDS,** alternative bids shall not be considered.
 |
| 14. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
	2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.
	3. The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
	4. The Bidder shall quote any discounts and indicate the methodology for their application in the Bid Submission Form.
	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.
	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.
	7. The term CIP, DDP 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**.
	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. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligibility Criteria. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligibility Criteria. Prices shall be entered in the following manner:
		1. For Goods manufactured in the Purchaser’s Country:
1. The price of the Goods quoted CIP named place of destination, 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; and
2. Any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.
	* 1. For Goods manufactured outside the Purchaser’s Country, to be imported:
3. The price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, **as specified in the BDS**; and
4. Any Purchaser’s Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder.
	* 1. For Goods manufactured outside the Purchaser’s Country, already imported:
5. The price of the Goods, quoted CIP named place of destination, excluding 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;
6. All custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported in the Purchaser’s country, payable on the Goods, if the Contract is awarded to the Bidder;
7. Any Purchaser’s Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
	* 1. For Related Services specified in Section VII ‑ Schedule of Requirements:
8. The price of each item comprising the Related Services (exclusive of any applicable taxes);
9. All custom duties, sales and other taxes applicable in the Purchaser’s country, payable on the Related Services, if the Contract is awarded to the Bidder.
 |
| 15. Currencies of Bid and Payment | * 1. The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS***.* 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**.
 |
| 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 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.
	2. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
	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.
	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.
	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 | * 1. To establish Bidder’s their eligibility in accordance with ITB 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
	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:
		1. 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;
		2. 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
		3. That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
 |
| 18. Period of Validity of Bids | * 1. Bids shall remain valid for the period **specified in the** **BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
	3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
		1. In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the** **BDS**;
		2. In the case of adjustable price contracts, no adjustment shall be made;
		3. 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:* + 1. An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
		2. An irrevocable letter of credit;
		3. A cashier’s or certified check; or
		4. Another security **specified in the BDS**;

from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. If the unconditional guarantee is issued by a financial institution located outside the Purchaser’s Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable. 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 validity period of the bid, or beyond any period of extension 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 or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.19.5 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 42.19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.19.7 The Bid Security may be forfeited or the Bid Securing Declaration executed:* + 1. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
		2. If the successful Bidder fails to:
			1. Sign the Contract in accordance with ITB 41; or
			2. Furnish a performance security in accordance with ITB 42.

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:* 1. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or any extension thereto provided by the Bidder; or
	2. If the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

 the Purchaser 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 | 20.1The 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 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.20.3 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. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, then the Bid shall be signed by every member of the proposed JV. 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |
|  | 1. **Submission** and **Opening** of Bids
 |
| 21. Sealing and Marking of Bids | 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy”. These envelopes containing the original and the copies shall then be enclosed in one single envelope. 21.2 The inner and outer envelopes shall:* + 1. Bear the name and address of the Bidder;
		2. Be addressed to the Purchaser in accordance with ITB 22.1;
		3. Bear the specific identification of this bidding process indicated in ITB 1.1; and
		4. 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 Documents 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 | * 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 20.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:1. 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
2. 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 Bid Submission Form or any extension thereof.  |
| 25. Bid Opening | 25.1 Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25 all bids received by the deadline (regardless of the number of bids received), at the date, time and place **specified in the** **BDS** in the presence of Bidders’ designated representatives and anyone who choose 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. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.25.3 All other 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 or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Bid Submission Form and the Price Schedules are to be initialed by a minimum of three representatives of the Purchaser attending bid opening**.** The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).25.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. 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. |
|  | 1. Evaluation and **Comparison** of Bids
 |
| 26. Confidentiality | 26.1 Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.26.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, 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 shall 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, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, 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 | * 1. During the evaluation of bids, the following definitions apply:
1. “Deviation” is a departure from the requirements specified in the Bidding Documents;
2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
 |
| 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 Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:* + 1. If accepted, would:
			1. Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
			2. Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or
		2. 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, 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 the Bidding Documents, 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 nonmaterial 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 in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.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. |
| 31. Correction of Arithmetical Errors | 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
	* 1. 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;
		2. 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
		3. 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.
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 Clause. No other evaluation criteria or methodologies shall be permitted.34.2 To evaluate a Bid (evaluation will be done for Items or Lots (contracts), as **specified in the** **BDS)**, the Purchaser shall consider the following:* + 1. The Bid Price as quoted in accordance with clause 14;
		2. Price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
		3. Price adjustment due to discounts offered in accordance with ITB 14.4;
		4. Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
		5. Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 32;
		6. The additional evaluation factors as 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 these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Form, is specified in Section III, Evaluation and Qualification Criteria34.5 The Purchaser’s evaluation of a bid will exclude and not take into account:* + 1. 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;
		2. 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;
		3. In the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Bidder;
		4. 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 Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in Section III, Evaluation and Qualification Criteria.34.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Purchaser’s estimate, the Purchaser shall require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the supply requirements and the method and schedule proposed. If one or several inconsistencies are evidenced, the bid shall be declared non-compliant and rejected. |
| 35. Comparison of Bids | 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. |
| 36. Qualification of the Bidder | 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily. |
| 37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | 37.1 The Purchaser reserves the right 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. |
|  | 1. **Award** of Contract
 |
| 38. Award Criteria | 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 39. Purchaser’s Right to Vary Quantities at Time of Award  | 39.1 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 Documents. |
| 40. Notification of Award | 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.  |
| 41. Signing of Contract | 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement. 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.41.3 Notwithstanding ITB 41.2 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 AFD 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. |
| 42. Performance Security | 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, 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. 42.2 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 or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

|  |
| --- |
| **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 Clause Reference** | **A. General** |
| **ITB 1.1** | The number of the Invitation for Bids is: PRQ20251185 |
| **ITB 1.1** | The Purchaser is: TradeMark Africa  |
| **ITB 1.1** | The name and identification number of the IPC are Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Laboratory Equipment, PRQ20251185.The number, identification and names of the lots (contracts) comprising this IPC are: Lot 1: Volumetric Metrology Equipment; Lot 2: Mass Metrology Equipment; Lot 3: Temperature Metrology Equipment; Lot 4: Quality Control Equipment; Lot 5: LC/MS-MS Chromatograph; Lot 6: High Performance Liquid Chromatography (HPLC) Machine; Lot 7: Atomic Absorption Spectrometer , Lot 8: Analytical Physio Chemical Equipment. |
| **ITB 2.1** | The name of the Project is: Promoting regional economic integration in the Horn of Africa through the development of the Djibouti corridor |
|  | **B. Contents of Bidding Documents** |
| **ITB 7.1** | For **clarification of bid purposes** only, the Purchaser’s address is:Attention: Mr. Joe Namwaya, Head of Procurement Office Adresse : TradeMark Africa, Djibouti Country Programme4th Floor, DW Tower Avenue Franchet D’Espèrey Plateau du Serpent BP 4113, Djibouti City: Djibouti Country: Djibouti Email: procurement@trademarkafrica.com |
| **ITB 7.1**  | Web page: [TradeMark Africa - Growing Prosperity Through Trade](https://www.trademarkafrica.com/) |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the bid is English.All correspondence exchange shall be in the French and/or English language. Language for translation of supporting documents and printed literature is in French and/or English. |
| **ITB 11.1 (k)** | The Bidder shall submit the following additional documents in its bid: equipment list, and workplan; CVs of personnel for installation and training; Brochures describing equipment and all metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard. |
| **ITB 13.1** | Alternative Bids shall not be considered. |
| **ITB 14.5** | The prices quoted by the Bidder shall not be adjustable. |
| **ITB 14.6** | Prices quoted for each lot shall correspond at least to 100% of the items specified for each lot.Prices quoted for each item of a lot shall correspond at least to 100% percent of the quantities specified for this item of a lot. |
| **ITB 14.7** | The Incoterms edition is Incoterms 2010. However, the definition of the place and date associated with “delivery” is modified as follows:* + 1. Under “CIP” Incoterms defines “delivery” as the place and date where risk transfers from the seller to the buyer;
		2. In these Bidding Documents, when using “CIP” and not referring to the transfer of risk, the term “delivery” shall be interpreted as the date and place where the Goods and Related Services arrive at the named place of destination, which is the Djibouti Standards and Quality Agency (ADN) Laboratories, Djibouti City, Djibouti and this date should be reflected in the Delivery and Completion Schedule.
 |
| **ITB 14.8 (b) (i)**  | Named Place of Destination: Djibouti Standards and Quality Agency (ADN) Laboratories, Djibouti City, Djibouti. |
| **ITB 15.1**  | The prices shall be quoted by the bidder in: USD $The Bidder is notrequired 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): as per the warranty period mentioned in equipment’s specifications for each item.  |
| **ITB 17.2 (a)** | Manufacturer’s authorization is required. |
| ITB 17.2 (b) | After sales service is required (where specified). |
| **ITB 18.1** | The bid validity period shall be 120 days.  |
| **ITB 18.3 (a)** | The bid price shall be adjusted by the following factor: as will be indicated in the request for bid validity extension |
| **ITB 19.1** | A Bid Security is not required.A Bid-Securing Declaration is required. |
| **ITB 19.3 (d)** | None  |
| **ITB 19.9** | If Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of two (2) years. |
| **ITB 20.1** | In addition to the original of the bid, the number of copies is: one (1) original and two (2) and one (1) digital copy (USB key). |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of the power of attorney established in the name of the signatory of the bid |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1**  | For bid submission purposes, the Purchaser’s address is:Attention: Mr. Joe Namwaya, Head of Procurement Office Address : TradeMark Africa, Djibouti Country Programme4th Floor, DW Tower Avenue Franchet D’Espèrey Plateau du Serpent BP 4113, Djibouti City: Djibouti Country: Djibouti Email: procurement@trademarkafrica.com**The deadline for the submission of bids** is:Date: 3 Juillet 2025Time: 16:00, Djibouti Time. |
| **ITB 22.1** | Bidders shall not have the option of submitting their bids electronically.  |
| **ITB 25.1** | The bid opening shall take place at: same as submission address. No minimum number of bids is required in order to proceed to bid opening. |
|  | **E. Evaluation and Comparison of Bids** |
| **ITB 32.1** | The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in different currencies into a single currency is: USD$ The source of exchange rate shall be the Central Bank of DjiboutiThe date for the exchange rate shall be submission deadline date |
| **ITB 33.1** | N/A |
| **ITB 34.2** | Evaluation will be done for: LotsBids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the highest price 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. |
|  | **F. Award of Contract** |
| **ITB 39.1** | The maximum percentage by which quantities may be increased is 15% by lot.The maximum percentage by which quantities may be decreased is: 15% by lot. |

Section III. Evaluation and Qualification Criteria

Contents

1. Evaluation (ITB 34) 29

2. Qualification (ITB 36) 32

3. Domestic Preference (ITB 33) 38

1. Evaluation (ITB 34)

**1.1 Evaluation Criteria (ITB 34.6)**

The Purchaser’s evaluation of Bids for Goods may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f)**,** usingthe following criteria and methodologies.

(a)**Cost of major replacement components, and mandatory spare parts**

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

(b) **Operating and/or Maintenance Costs**

An adjustment to take into account the extended operating and/or maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be calculated by:

1. Aggregating the operating and/or maintenance average annual rate priced by the Bidder in its Bid over a period of 3 years per equipment as applicable;

(c) **Specific Additional Criteria**

Additional criteria has been included in the specifications of the equipment’s.

**1.2. Multiple Contracts (ITB 34.4)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post‑qualification criteria‑ (this Section III, 2. Qualification (ITB 36)).

The Purchaser shall:

(a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6;

(b) Take into account:

* + - 1. The lowest-evaluated bid for each lot; and

(ii) The price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

2. Qualification (ITB 36)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the tables below shall not be used in the evaluation of the Bidder’s qualifications.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Eligibility and Qualification Criteria** | **Compliance Requirements** | **Documentation** |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| 1. Eligibility |
| 1.1 | **Nationality** | Nationality in accordance with ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Bid Submission Form |
| 1.3 | **AFD Eligibility** | Not being ineligible for AFD financing, as described in ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Statement of Integrity (appendix to Bid Submission Form) |
| 1.4  | **State-owned Entity** | Meets conditions of ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 2. Historical Contract Non-Performance |
| 2.1 | **History of Non-Performing Contracts** | Termination of a contract[[1]](#footnote-2) did not occur as a result of Supplier default in the past 5 years.  | Must meet requirement2 | Must meet requirements | Must meet requirement[[2]](#footnote-3)  | N/A | Form CON-2 |
| 2.2 | **Suspension Based on Execution of Bid Securing Declaration by the Purchaser or withdrawal of the Bid within Bid validity** | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.4 or withdrawal of a Bid pursuant ITB 19.9. | Must meet requirement  | Must meet requirement | Must meet requirement  | N/A | Bid Submission Form |
| 2.3 | **Pending Litigation** | All pending litigation shall in total not represent more than one hundred percent (100%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.  | Must meet requirement  | N/A | Must meet requirement  | N/A | Form CON – 2 |
| 3. Financial Situation and Performance |
| 3.1 | **Financial Capabilities** | Submission of audited balance sheets or if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidder’s financial position based on the following criteria:1. **liquidity ratio ≥ 1.1**

((Current Assets) / (Current Liabilities) **≥ 1.1)**1. **indebtedness ratio ≤ 80%**

((Total Liabilities) x 100 / (Total Assets) **≤ 80%)**] | Must meet requirement | N/A | Must meet requirement | N/A | Form FIN – 3.1, with attachments |
| 3.2 | **Average Annual Supplier Turnover** | Minimum average annual supplier turnover of 300,000 US$ calculated as total certified payments received for contracts in progress and/or completed within the last *3* years, divided by *3* years | Must meet requirement | Must meet requirement | Must meet twenty-five percent (25%)of the requirement | Must meet forty percent (40%) of the requirement | Form FIN – 3.2 |
| 4. Experience |
| 4.1 | **Similar Experience** | A minimum number of 2 similar contracts specified below that have been satisfactorily and substantially completed as Supplier, or joint venture member, between 1st January 2020 and application submission deadline: 2 contracts, each of minimum value of 150,000 USD  | Must meet requirement | Must meet requirement | N/A | N/A | Form EXP 4.1 |
| 4.2 | **Specific Experience** | Availability at the bid submission date in the Purchaser’s Country of spare parts and after sales services facilities in operation for at least 6 months for the Goods offered in the Bid | Must meet requirement | Must meet requirement | N/A | N/A | Form EXP 4.1 |

|  |
| --- |
| 3. Domestic Preference (ITB 33)Not applicableSection IV. **Bidding** Forms |

**Table of Forms**

Bid Submission Form 40

Form ELI‑1.1: Bidder Information Form 46

Form ELI‑1.2: Bidder's JV Information Form 47

Form CON‑2: Historical Contract Non-Performance, Pending Litigation and Litigation History 48

Form FIN‑3.1: Financial Situation and Performance 50

Form FIN‑3.2: Average Annual Turnover 52

Form EXP‑4.1: Experience 53

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported 56

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, Already Imported 57

Price Schedule: Goods Manufactured in the Purchaser’s Country 58

Price and Completion Schedule - Related Services 59

Form of Bid Security (Bank Guarantee) 60

Form of Bid-Securing Declaration 61

Manufacturer’s Authorization 62

|  |
| --- |
| Bid Submission Form |

Date:

IPC No.:

Invitation for Bid No.:

Alternative No.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. We have no conflict of interest in accordance with ITB 4.2;
3. We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser’s country in accordance with ITB 4.4;
4. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods:

 ;

1. The total price of our Bid, excluding any discounts offered in item (f) below is:
2. In case of only one lot, total price of the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. In case of multiple lots, total price of each lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. The discounts offered and the methodology for their application are:
6. The discounts offered are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. The exact method of calculations to determine the net price after application of discounts is shown below:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Our bid shall be valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
9. If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;
10. We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
11. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
12. We understand and accept that the Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders; and
13. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\***

Title of the person signing the Bid

Signature of the person named above

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\***: In the case of the Bid submitted by 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 to be attached with the Bid

**Appendix to Bid Submission Form**

**Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference name of the bid or proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The "**Contract**")

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2) Having been:

a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

1. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

1. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[3]](#footnote-4):

Signature: Dated:

Form ELI‑1.1:
Bidder Information Form

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
IPC No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of constitution:*[indicate country of Constitution]* |
| Bidder's actual or intended year of constitution: |
| Bidder's legal address [in country of constitution]: |
| Bidder's authorized representative informationName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of¨ Articles of Constitution (or equivalent documents of association) of the legal entity named above;¨ 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 4.3 documents establishing:1. Legal and financial autonomy;
2. Operation under commercial law;
3. Establishing that the Bidder is not dependent agency of the Purchaser.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI‑1.2:
Bidder's JV Information Form

*(to be completed for each member of Bidder’s JV)*

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*IPC No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_* pages

|  |
| --- |
| Bidder’s JV name: |
| JV member’s name: |
| JV member’s country of constitution: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative informationName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of¨ Articles of Constitution (or equivalent documents of association) of the legal entity named above;¨ In case of a state-owned enterprise or institution, documents establishing:1. Legal and financial autonomy;
2. Operation in accordance with commercial law; and
3. Absence of dependent status, in accordance with ITB 4.3.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON‑2:
Historical Contract Non-Performance, Pending Litigation and Litigation History

*(to be completed by the Bidder and by each member of the Bidder’s JV)*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria  |
| ¨ Contract non-performance did not occur since 1st January *[insert current year number less 5]* specified in Section III, Evaluation and Qualification Criteria, subclause 2.1.¨ Contract(s) not performed since 1st January *[insert current year number less 5]* specified in Section III, Evaluation and Qualification Criteria, subclause 2.1 |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Purchaser: *[insert full name]*Address of Purchaser: *[insert street/city/country]*Reason(s) for non-performance: *[indicate main reason(s)]* | *[insert amount]* |

|  |
| --- |
|  Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements |
| ¨ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, subclause 2.3. |
| ¨ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, subclause 2.3 as indicated below. |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), US$ Equivalent (exchange rate)** |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_Name of Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_Address of Purchaser: \_\_\_\_\_\_\_\_\_\_Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Party who initiated the dispute: \_\_\_\_Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  |  |  |

Form FIN‑3.1:
Financial Situation and Performance

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

**1. Financial data**

|  |  |
| --- | --- |
| **Type of Financial information in****(currency)** | **Historic information for previous** *\_\_\_\_\_\_\_\_\_years,**\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(amount in currency, currency, exchange rate\*, US$ equivalent)** |
|  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Cash Flow Information  |
| Cash Flow from Operating Activities |  |  |  |  |  |

\*Refer to ITB 15 for the exchange rate

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) Reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member);

(b) Be independently audited or certified in accordance with local legislation;

(c) Be complete, including all notes to the financial statements;

(d) Correspond to accounting periods already completed and audited.

¨ Attached are copies of financial statements[[4]](#footnote-5) for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years required above and complying with the requirements.

Form FIN‑3.2:
Average Annual Turnover

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |
| --- | --- |
|  | **Annual turnover data** |
| **Year** | **Amount** **Currency** | **Exchange rate** | **US$ equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Average Annual Turnover \* |  |  |  |

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form EXP‑4.1:
Experience

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

JV Member’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IPC No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

| **Similar Contract No. \_\_ *[*insert specific number] of [total number of contracts] \_\_\_ required** | **Information** |
| --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Award date Completion date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Role in Contract |  |
| Total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | US$ equivalent\_\_\_\_\_\_\_ |
| If member in a JV, specify participation in total contract amount | \_\_\_\_\_\_\_\_\_\_% | US$ equivalent\_\_\_\_\_\_\_ |
| Purchaser’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Telephone/fax number:E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP – 4.1 (cont.)
Experience (cont.)**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

JV Member’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract No. \_\_ *[*insert specific number] of [total number of contracts] \_\_\_ required** | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 4.1 or 4.2 of Section III: |  |
| Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Other Characteristics | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Price Schedule Forms

|  |
| --- |
| Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported |
|  | (Group C bids, goods to be imported)Currencies in accordance with ITB Sub-Clause 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Line ItemN° | Description of Goods  | Country of Origin | Delivery Date at named place of destination | Quantity and physical unit | Unit price cip *[insert named place of destination]*in accordance with ITB 14.8(b)(i) | Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(b)(ii) | Total Price per Line item (Col. 5x6) |
| *[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 sales and other taxes paid or payable per item if Contract is awarded]*  | *[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 Sub-Clause 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Line ItemN° | Description of Goods  | Country of Origin | Delivery Date at named place of destination | Quantity and physical unit | CIP Unit price excluding 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] | Sales and other taxes paid or payable per item if Contract is awarded, in accordance with ITB 14.8(c)(iii) | Total Price per line item(Col. 5x6) |
| *[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 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]* |

|  |
| --- |
| Price Schedule: Goods Manufactured in the Purchaser’s Country |
|  |
| Purchaser’s Country\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Group A and B bids)Currencies in accordance with ITB Sub-Clause 15 | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6\* | 7 | 8 |
| Line ItemN° | Description of Goods  | Delivery Date at named place of destination | Quantity and physical unit | Unit price CIP  | Cost of local labor, raw materials, transportation, insurance 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. 4 x 5) |
| *[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 CIP unit price]* | *[Insert cost of local labor, raw material, transportation, insurance and components from within the Purchase’s country as a % of the CIP price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | Total Price |  |
| * Only in case of Domestic Preference applies
* Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*
 |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*  |
|  | Price and Completion Schedule - Related Services |
|  | Currencies in accordance with ITB Clause 15 |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IPC No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Service N° | Description of Services | Country of Origin | Delivery Date at named place of destination  | Quantity and physical unit | Unit Price net of duties and applicable taxes, in accordance with ITB 14.8 (d) (i) | Duties and other taxes payable per line item if Contract is awarded, in accordance with ITB 14.8(d)(ii) | Total Price per Service net of duties and taxes (Col.5 x 6) |
| *[insert number of the Service]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at named place of destination]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert duties and other taxes payable per line item if Contract is awarded]*  | *[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-Securing Declaration

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

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

To: TradeMark Africa

We, the undersigned, declare that:

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

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

(a) Have withdrawn our Bid during the period of bid validity specified in the Form of Bid, or any extension thereto provided by us; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the ITB.

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

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***: In the case of the Bid submitted by 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 attached to the Bid

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

Manufacturer’s Authorization

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

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

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

To: *[insert complete name of Purchaser]*

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.

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. Eligibility Criteria

**Eligibility in AFD-Financed Procurement**

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:

2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

2.2) Have been:

a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;

b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;

c. convicted, within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;

2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

2.6) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;

2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD’s satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. AFD Policy - Prohibited Practices– environmental and social responsibility

1. **Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

1. Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
2. Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

1. Corruption of a Public Officer means:
2. The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
3. The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
4. A Public Officer shall be construed as meaning:
5. Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
6. Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
7. Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
8. Corruption of a private person means:
9. The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
10. The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
11. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
12. Anti-competitive practices mean:
13. Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
14. Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
15. Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.
16. **Environmental and social responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

1. Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
2. Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

PART 2 – Supply Requirements

|  |
| --- |
| Section VII. Schedule of Requirements |

**Contents**

1. List of Goods and Delivery Schedule 70

2. List of Related Services and Completion Schedule 71

3. Technical Specifications 72

4. Drawings 73

5. Inspections and Tests 74

|  |
| --- |
| 1. List of Goods and Delivery Schedule**Lot 1: Volumetric Metrology Equipment**  |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  |  |  |  |  |  |  |  |
|  | Class A volume standards (10 mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  | *[insert the number of days following the date of signature of the Contract]* |
|  | Class A volume standards (25mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class A volume standards (50mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class A volume standards (100mL) | 5 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class A volume standards (250mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class A volume standards (500mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class A volume standards (1000mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class A volumetric pipettes | 10  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Piston Burette  | 4  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Automatic volumetric dispensers | 3  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Electronic burettes | 3  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Analytical balances with volume converter | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Graduated cylinders (500 mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Graduated cylinders 10 mL) | 5 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Graduated cylinders 25 mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Graduated cylinders 50 mL) | 5 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Graduated cylinders (100 mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Graduated cylinders (250 mL) | 5  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Reagent dispensing devices | 2  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Micropipette Calibration Stations | 1  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Micropipette leak testing devices | 1  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Micropipette holders | 2  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Calibrated pipette tips | 1  | set | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Precision beakers (100 mL) | 5  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Precision beakers (250mL) | 5  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Precision beakers (500mL) | 5  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 5 Liter standard | 2  | stallions | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 10 Liter standard | 2  | stallions | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 20 Liter proving tank | 10 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 50 Liter proving tank | 4 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Automated Gravimetric Pipette Calibration System (Max 100 g, d = 0.01 mg) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Standard capacity measures (500 Liters and 1000 Liters) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Single and Multi-channel Micropipette Calibration System  | 1  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |

**Note: All metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard**

**Lot 2: Mass Metrology Equipment**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | F1 Stainless Weights  | 2 | Set  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  | *[insert the number of days following the date of signature of the Contract]* |
|  | M1 Stainless Weights  | 2 | Set | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Mass series in class F2 (1 mg to 20 kg) | 2 | Set  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Maximum capacity scale (30 kg to 32 kg) precision 0.1 g | 2 | Units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Class M1 (20kg) | 2 | Units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 20 kg cast iron test weights rectangular shape class M2 | 2 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 50 kg cast iron test weights rectangular shape | 2 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Balances for prepacks inspection (30kg) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Balances for prepacks inspection (300kg) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Balances for prepacks inspection (500kg) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Precision Balance ≥ 20 kg (nominal) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Precision Balance ≥ 61 kg (nominal) | 2 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Anti-vibration table | 3 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Mass comparator with a capacity of 20 kg and an accuracy of 1 mg | 1 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Mass comparator with a capacity of 500 g and an accuracy of 0.01 mg | 1 | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Portable scales with a maximum capacity of 6 kg, precision 0.1 g, with rechargeable battery | 2 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | E2 Masses consisting of: 1 set of 25 pcs: (1 mg – 1000 g),  1 set of 7 pcs (1kg, 2kg, 2kg, 5kg, 10kg, 20kg, 20kg | 2  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Precision Scale (precision balance) | 2 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
| 19 | Accessories for OHAUS Adventurer, Explorer and Pioneer balances | 2 | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |

**Note: All metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard**

**All this equipment must come with a 12-month warranty.**

**Lot 3: Temperature Metrology Equipment**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | Temperature calibrator for thermometer  | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  | *[insert the number of days following the date of signature of the Contract]* |
|  | Thermometer reference | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Thermo-hygrometer recorder  | 4  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Portable infrared thermometer | 3  | Units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Digital thermometer with LCD display | 5 | Units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Thermometers with temperature sensors | 3  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Digital thermometer | 2  | sets | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Standard thermocouple | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Clinical thermometers (digital) | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Clinical thermometers (infrared) | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Temperature indicator (thermocouple) | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Temperature Calibration Oil Bath | 2  | units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |

**Note: All metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard**

**Lot 4: Quality Control Equipment**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | ELISA microplate reader | 1 | Unit  | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |
|  | Microbiological Safety Cabinet (MSC) | 1 | Unit  | ADN Laboratories, Djibouti | 120 days  | 180 days  |  |
|  | Water Purification System with UV Ultrapure Water System, Type 1 | 2 | Unit  | ADN Laboratories, Djibouti | 120 days  | 180 days  |  |
|  | Chemical hood (Fume hood-Ducted High concentered Acids and organic/inorganic solvents digestion fume hood) | 1 | Unit  | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |
|  | Combined refrigerator & freezer cabinet | 2 | Unit | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |
|  | Cooking oil tester that measures the Total Polar Material (TPM) | 2 | Unit | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |
|  | Gas Chromatograph Mass Spectrometer System, GCMS system | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | ATP-metre hygiena ensure touch | 2 | Unit | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |
|  | Field and portable pH meters - HQ1100 Hach pH meter - pH electrode gel electrode 1m | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Memmert IN/IF bacteriological incubator \* | 3 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Memmert refrigerated incubator IPP ECO | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Support for Memmert ovens | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Heated magnetic stirrer | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Pipette controller Grosseron Collection  | 4 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Respiratory Masks with Vapor Cartridges | 7 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Ventilated Chemical Storage Cabinets\* | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Spill Containment Pallets | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Scan 300 automatic colony counter\* | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 3M Petrifilm NEOGEN advanced reader . | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | HQ440D 2-channel multiparameter  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Accessories for HACH Hybrid SL1000 Analyser  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Accessories for HACH Hybrid SL1000 - | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Power cord suitable  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Accessories for HACH Hybrid SL1000 Analyser  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Filter  | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Multivac Rocker ramp - Multi-station  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Stainless steel funnels 100 ml - 316 stainless steel funnels  | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | 500 ml stainless steel funnels - 316 stainless steel funnels  | 2 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Peristaltic pump \* | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Accessories for DILUFLOW :Gun – 561001 | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Accessories for DILUFLOW: Foot pedal - 507008 | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Set of hoses Hoses for FlexiPump : diameter 3.2  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Set of hoses Hoses for FlexiPump : diameter 4.8  | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Complete distribution tube 120 cm -Hoses for FlexiPump Diameter 3.2 | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days |  |
|  | Complete distribution tube 120 cm -Hoses for FlexiPump Diameter 4.8 | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Ink ribbon for printer  | 5 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Roll of printer paper | 5 | Units | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days |  |
|  | Water Purification System  | 2 | Unit  | ADN Laboratories, Djibouti | 120 days  | 180 days  |  |

**Lot 5: LC/MS-MS Chromatograph**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | **LC/MS-MS Chromatograph**  | 1  | Unit  | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |

**Lot 6: High Performance Liquid Chromatography (HPLC) Machine**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | High Performance Liquid Chromatography (HPLC) | 1  | Unit  | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |

**Lot 7: Atomatic Absorption Spectrometer**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | Atomic Absorption Spectrometer with Flame, Graphite Furnace and Hydride Generation Techniques | 1  | Unit  | ADN Laboratories, Djibouti  | 120 days  | 180 days  |  |
|  | Spectrophotometer HACH DR 3900 | 2 | Unit | ADN Laboratories, Djibouti City, Djibouti | 120 days | 180 days |  |
| LOT 8: ANALYTICAL PHYSICO-CHEMICAL TESTING EQUIPMENT

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date at named place of destination** | **Latest Delivery Date at named place of destination**  | **Bidder’s offered Delivery date at named place of destination**  |
|  | Automatic Distillation Unit | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Pensky-Martens Flash Point Tester | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Total Sulfur Analyzer | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | For Point Apparatus | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Digital Electronic Densimeter | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Thermostatic Bath for Viscosity | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Set of Capillary Viscometers | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
|  | Conductivity Meter for Jet A1 Kerosene | 1 | Unit  | ADN Laboratories, Djibouti City, Djibouti | 120 days  | 180 days  |  |
| 9. | Automatic Colorimeter | 1 | Unit | ADN Laboratories, Djibouti City, Djibout | 120 days  | 180 days  |  |

2. List of Related Services and Completion Schedule  |
| **Service** | **Description of Service** | **Quantity** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
|  | Installation and Commissioning of Lot 1 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days |
|  | Training on Lot 1 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 2 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days  |
|  | Training on Lot 2 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 3 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days  |
|  | Training on Lot 3 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 4 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days  |
|  | Training on Lot 4 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 5 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days  |
|  | Training on Lot 5 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 6 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days  |
|  | Training on Lot 6 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 7 equipment | 1 | Lot | ADN Laboratories, Djibouti | 180 days  |
|  | Training on Lot 7 equipment use | 5 | Staff | ADN Laboratories, Djibouti | 180 days  |
|  | Installation and Commissioning of Lot 8equipment | 5 | Staff | ADN Laboratories, Djibouti | 180 days |
|  | Training on Lot 8 equipment use | 1 | Lot  | ADN Laboratories, Djibouti | 180 days |

3. Technical Specifications

**DETAILED SPECIFICATIONS FOR THE ITEMS PER LOT**

**LOT 1: VOLUMETRIC METROLOGY EQUIPMENT**

|  |  |  |
| --- | --- | --- |
| **S/N** | **EQUIPMENT** | **MINIMUM REQUIREMENTS** |
|  | Class A volume standards (10 mL to 1000 mL) | Class A volume standards (10 mL to 1000 mL) - Base Type: Hexagonal; Shape: Round; Class: A; Height (Metric): 140 mm; Type: Graduated Cylinder; Capacity :(Metric) 10 mL; Scale: White enamelScale Color: White; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Height (English):5.51 in. Tolerance Metric: ±0.1 mL; Material: Borosilicate GlassIncludes: Certificate Showing Exact Volume Contained at 5 Points on the Scale; Graduations 0.2 Ml |
| 1 | Class A volume standards (10 mL) | Base Type: Hexagonal; Shape: Round; Class: A; Height (Metric): 140 mm; Type: Graduated Cylinder; Capacity :(Metric) 10 mL; Scale: White enamelScale Color: White; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Height (English):5.51 in. Tolerance Metric: ±0.1 mL; Material: Borosilicate glassIncludes: Certificate Showing Exact Volume Contained at 5 Points on the Scale; Graduations 0.2 mL |
| 2 | Class A volume standards (25mL) | Base Type: Hexagonal; Shape: Round; Class: A; Height (Metric): 140 mm; Type: Graduated Cylinder; Capacity :(Metric) 25mL; Scale: White enamelScale Color: White; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Height (English):5.51 in. Tolerance Metric: ±0.25 mL; Material: Borosilicate glassIncludes: Certificate Showing Exact Volume Contained at 5 Points on the Scale; Graduations 0.2 mL |
| 3 | Class A volume standards (50mL) | Base Type: Hexagonal; Shape: Round; Class: A; Height (Metric): 140 mm; Type: Graduated Cylinder; Capacity :(Metric)50mL; Scale: White enamelScale Color: White; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Height (English):5.51 in. Tolerance Metric: ±0.5 mL; Material: Borosilicate glassIncludes: Certificate Showing Exact Volume Contained at 5 Points on the Scale; Graduations 0.2 mL |
| 4 | Class A volume standards (100mL) | Base Type: Hexagonal; Shape: Round; Class: A; Height (Metric): 240 mm; Type: Graduated Cylinder; Capacity :(Metric)100mL; Scale: Blue Ceramic Scale Color: Blue; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Diameter (Metric) Outside 31 mm. Tolerance Metric: ±0.5 mL; Material: Borosilicate glassIncludes: Certificate e; Graduations 1 mL |
| 5 | Class A volume standards (250mL) | Base Type : Hexagonal, Shape: RoundClass: A; Height (Metric) :335 mmType: Graduated Cylinder; Capacity (Metric): 250mLScale: White enamel; Scale Color :WhiteCertifications/Compliance: BS 604, DIN 12680, ISO 4788Height (English):13.18 in; Tolerance Metric :±1 mLMaterial: Borosilicate Glass; Includes: Certificate Showing Exact Volume Contained at 5 Points on the Scale; Graduations 2 mL |
| 6 | Class A volume standards (500mL) | Base Type: Hexagonal; Shape: RoundClass: A; Height (Metric): 365 mm; Type: Graduated Cylinder; Capacity (Metric): 500 mLScale; White enamel; Scale Color White; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Height (English):14.37 in. Tolerance Metric ±2.5 mLMaterial; Borosilicate glassIncludes: Certificate Showing Exact Volume Contained at 5 Points on the Scale; Graduations: 5 mL |
| 7 | Class A volume standards (1000mL) | Base Type: Hexagonal; Shape: Round; Class: A; Height (Metric) 465 mm; Type: Graduated Cylinder; Capacity (Metric): 1000 mL; Scale: White enamelScale Color: White; Certifications/Compliance: BS 604, DIN 12680, ISO 4788; Height (English): 18.3 in.Tolerance Metric: ±5 mLMaterial: Borosilicate glassIncludes: Certificate Showing Exact Volume Contained at 5 Points on the ScaleGraduations: 10 mL |
| 8 | Class A volumetric pipettes | Class: AGraduated: YesTip Style: Tuf-Temp treatedMaterial: Borosilicate GlassGraduation Color: AmberDisposable: Reusable  |
| 9 | Piston Burette  | Features: Display 3.5 in -1/4 VGA TFT display with 320x240 pixelsNumber of user methods 15Burette resolution (steps) 20,000Display resolution / Accuracy μA (without sensor) 0.1 / 0.2 ± 1 digitInterfaces 1 x LAN, 2 x USB-A, 1 x USB-B, 2 x RS232Balance connection RS232Printer (USB-A) HP PCL, Seiko DPU S445, PDFHousing material PolypropyleneFront keyboard Polyester coatedHousing dimensions 15.3 x 45 x 29.6 cm (W x H x D) height with interchangeable unitAmbient conditions Ambient temperature: + 10 to + 40 °C for operation and storageWeight 2.3 kg for basic unit3.5 kg for complete device incl. interchangeable unit (with empty reagent bottle, without magnetic stirrer or TM 235 KF)Intelligent interchangeable modules(5, 10, 20, and 50 ml) material Valve: PTFE/ETFECylinder: borosilicate glass 3.3 (DURAN®); Hoses: FEP, blueDosing accuracy according to ISO 8655, part 3 Accuracy: 0.15 %Precision: 0.05 – 0.07 %(Depending on the used interchangeable unit" |
| 10 | Automatic volumetric dispensers | ACT label yes Product type Dispensers Pipetting type Positive displacement system Number of channels 1-channel Volume range 1 µL – 50 mL Operating mode electronic Random measurement error see Combitips advanced Systematic measurement error see Combitips advanced Display languages 9 languages Autoclavable no Power supply 100 – 240 V ±10 %, 50 – 60 Hz Battery type Rechargeable li-ion Consumables Combitips® advanced, ViscoTip® Open system (third party consumables) no Delivery content Multi-Dispenser, Power supply with plug adapters, Operating manual, Short instructions, Combitips® advanced assortment pack (1 tip of each size), ViscoTip  |
| 11 | Electronic burettes | Contains a stirrer and a dosing handle. Interchangeable unit 6. 3026. 220 with a cylinder volume of 20 ml. Dosing modes: DOS: Manual dosing. XDOS: Dosing of a fixed volume. Dimensions with exchangeable unit: 143 mm width, 27.5 mm height, 310 mm depth. Voltage: 100 - 240 V, Frequency: 50 - 60 Hz. |
| 12 | Analytical balances with volume converter | Capacity (g)320Readability (g)0.0001Repeatability (g)0.0002Linearity (g)0.0003Weighing Units g, mg, ct, oz, troy\_oz, lb, pennyweight, grain, Newton, mommeCalibration Type: Internal and external Languages: English, French, SpanishOutput USBStabilization Time (Sec)2Power (VAC)100 to 240Height (in)12 13/32Width (in)8 39/64Depth (in)14 ½Draft Shield Height (in)8 39/64Draft Shield Width (in)7 51/64Draft Shield Depth (in)9 13/32Description Analytical Balance 320 g x 0.1 mg, iso Calibration, with calibration certificate Warranty2 Years |
| 13 | Graduated cylinders (500 mL) | Type: Graduated CylinderShape: RoundCalibration: To ContainCapacity (Metric): 500 mLGraduations: 5 mLLimit of Error: ±4.0 mLTolerance Metric: ±4 mLBase Type: RoundMaterial: Borosilicate GlassScale: SingleAutoclavable: AutoclavableSubdivision: 5 mL |
| 14 | Graduated cylinders 10 mL) | Type: Graduated CylinderCertifications/Compliance: ASTM E1272, ASTM E542, ASTM E694Tolerance Metric: ±0.1 mLBase Type: HexagonalCalibration: To DeliverItem Description: 1/Pk.Diameter (Metric) Outside: 13 mmScale: SingleHeight (Metric): 178 mmClass: AScale Color: BlueShape: RoundSterility: Non-sterileMaterial: Borosilicate GlassCapacity (Metric): 10 mLAutoclavable: Autoclavable |
| 15 | Graduated cylinders 25 mL) | Type : Graduated CylinderCertifications/Compliance: ASTM E1272, ASTM E542, ASTM E694Height (Metric) :194 mmScale Color: BlueShape: RoundItem Description : 1/Pk.Diameter (Metric) Outside : 18 mmScale: SingleClass: ATolerance Metric :±0.17 mLCalibration: To DeliverBase Type: HexagonalSterility: Non-sterileMaterial: Borosilicate GlassCapacity (Metric): 25 mLAutoclavable: Autoclavable |
| 16 | Graduated cylinders 50 mL) | Tolerance Metric: ±0.25 mLHeight (Metric) : 225 mmCertifications/Compliance: ASTM E1272, ASTM E542, ASTM E694Base Type: HexagonalScale Color: BlueItem Description: 1/Pk.Diameter (Metric) Outside: 24 mmScale: SingleType: Graduated CylinderClass: ACalibration: To DeliverShape: RoundSterility: Non-sterileMaterial: Borosilicate GlassCapacity (Metric): 50 mLAutoclavable: Autoclavable |
| 17 | Graduated cylinders (100 mL) | Height (English) : 10 in.Type: Graduated CylinderCertifications/Compliance: ASTM E1272, ASTM E542, ASTM E694Scale Color: BlueBase Type: HexagonalSterility : Non-sterileMaterial: Borosilicate GlassCapacity (Metric): 100 mLAutoclavable: AutoclavableTolerance Metric: ±0.5 mLHeight (Metric): 254 mmClass: AShape: RoundCalibration : To DeliverItem Description: 1/Pk.Diameter (Metric) Outside: 29 mmScale: Single |
| 18 | Graduated cylinders (250 mL) | Height (English) : 10 in.Type: Graduated CylinderCertifications/Compliance: ASTM E1272, ASTM E542, ASTM E694Scale Color: BlueBase Type: HexagonalSterility: Non-sterileMaterial: Borosilicate GlassCapacity (Metric): 100 mLAutoclavable: AutoclavableTolerance Metric: ±0.5 mLHeight (Metric): 254 mmClass: AShape: RoundCalibration: To DeliverItem Description: 1/Pk.Diameter (Metric) Outside: 29 mmScale : Single |
| 19 | Reagent dispensing devices | Autoclavableincremental 0.2 mLcomes with adapters GL 25, GL 28/S 28, GL 32, GL 38, S 40with recirculation valvewith telescopic intake tube (length 125 – 240 mm)Fabricant/nom de marque1-10 mL Volume1-10 mL  |
| 20 | Micropipette Calibration Stations | Time Requirements 10 data points < 3 minutesVolume Range 0.1 µL to 5000 µLUncertainty (Inaccuracy) 0.6%Random Error (Imprecision) 0.3%Artel PCS InstrumentSize (W x L x H): 22.4 cm x 33.0 cm x 14.7 cm (8.8” x 13.0” x 5.8”)Weight 5.7 kg (12.5 lbs.)COM port USBBuilt in scanner Reads 2D reagent barcodesOperational Temperature 15 °C to 30 °CRelative Humidity 10% to 90%, non-condensingWavelength selection 520 nm and 730 nmElectrical Power Requirements Voltage: 90 – 260 VAC Frequency: 50 – 60 Hz Current: 2 A maximumWarranty 1 year  |
| 21 | Micropipette leak testing devices | Sartorius Safe-Cone Filter (Std), Ø 6.73 mm, 50 pc |
| 22 | Micropipette holders | Packaging Type BoxSterility NoTotal Quantity 1Dimensions (L x W x H) 205 X 205 X 405Weight (Metric) 780Compatible with Gilson pipettesContents 1x Carrousel pipette standRange PIPETTE StandModel CarrousselCapacity 7 PipettesPack Size Unit EachColor WhiteMaterial PolypropyleneLength (Imperial) 8.1Width (Imperial) 8.1Height (Imperial) 15.9Unit Of Measure - Dimensions mmUnit Of Measure - Weight gProduct Weight (Imperial) 1.98 |
| 23 | Calibrated pipette tips | 1000 uL pipette tip reloads, PCR clean/sterile, 71 mm, 96 tips/tray, 10 trays/pack (blue) |
| 24 | Precision beakers (100 mL) | Color Crystal ClearDiameter (Metric) Outer 52mmCapacity (Metric) 100 mLMaterial PMPFor Use With (Application) FoodstuffsGraduation Range 5mLHeight (Metric) 72mmIncrements 5mLType BeakerAutoclavable AutoclavableDisposable ReusableGraduated YesCertifications/Compliance ISO 7056-1981(E), BS 5404 Part 1Scale Permanent Graduated ScaleStyle Low Form |
| 25 | Precision beakers (250mL) | Diameter (Metric) Outer 71mmCapacity (Metric) 250 mLMaterial PMPFor Use With (Application) Suitable for foodstuffHeight (Metric) 95mmIncrements 10mLType BeakerAutoclavable AutoclavableGraduated YesCertifications/Compliance ISO 7056-1981(E), BS 5404 Part 1Scale Blue Graduated ScaleStyle Low Form |
| 26 | Precision beakers (500mL) | Diameter (Metric) Outer 88mmCapacity (Metric) 500 mLMaterial PMPFor Use With (Application) Suitable for foodstuffHeight (Metric) 119mmIncrements 10mLType BeakerAutoclavable AutoclavableGraduated YesCertifications/Compliance ISO 7056-1981(E), BS 5404 Part 1Scale Blue Graduated ScaleStyle Low Form |
| 27 | 5 Liter standard | Volumetric Capacity: 5 LHeight: 380 mmProver diameter: 210 mmNeck diameter: 48 mmBody: AISI 304Reading scale: Plexiglass, on the upper neck of the proving tankGauge plate: AISI 304, adjustable for calibration and fixed on the neck with sealed screws.Cap: rubberWith Metal Carrying Case |
| 28 | 10 Liter standard | Volumetric Capacity: 10 LHeight: 490 mmProver diameter: 210 mmNeck diameter: 48 mmBody: AISI 304Reading scale: Plexiglass, on the upper neck of the proving tankGauge plate: AISI 304, adjustable for calibration and fixed on the neck with sealed screws.Cap: rubberWith Metal Carrying Case |
| 29 | 20 Liter proving tank | Volumetric Capacity:20 LHeight: 695 mmProver diameter: 262 mmNeck diameter: 67 mmWith Metal Carrying CaseBody: AISI 304Reading scale: Plexiglass, on the upper neck of the proving tankGauge plate: AISI 304, adjustable for calibration and fixed on the neck with sealed screws.Cap: rubberWith Metal Carrying Case |
| 30 | 50 Liter proving tank | Volumetric Capacity:50 LHeight: 1391 mmProver diameter: 375 mmNeck diameter: 92 mmNeck length: 270 mmWith Metal Carrying CaseBody: AISI 304Reading scale: Plexiglass, on the upper neck of the proving tankGauge plate: AISI 304, adjustable for calibration and fixed on the neck with sealed screws.Accessories:Spirit level n.3 Support legs with adjustable feet Stainless steel volume adjuster fixed to the upper cone with a flange / fixed to the lower cone for the 50 L proving tank 1” ½ Bottom valve Handles for liftingRubber cap |
| 31 | Automated Gravimetric Pipette Calibration System (Max 100 g, d = 0.01 mg) | Maximum capacity [Max] :52 gReadability [d] :0.01 mgTare range :-52 gStandard repeatability: [5% Max] 5 µgStandard repeatability: [Max] 10 µgStandard minimum weight: (USP) 10mgStandard minimum weight: (U=1%, k=2) 1 mgLinearity: ±0.03 mgStabilization tim:e 4 sAdjustment : internal (automatic)Typical measurement time for a 12-channel pipette with constant volume,according to ISO 8655 (for d=10 µg)\* : Poniżej 20 minutTypical measurement time for a 12-channel pipette with variable volume,according to ISO 8655 (for d=10µg)\* :Poniżej 60 minutPhysical parametersDisplay 10″ graphic colour touchscreenWeighing pan dimensions ø26 + automatPackaging dimensions 605×560×775 mmNet weight 17 kgGross weight 30 kgCommunication interface |
| 32 | Standard capacity measures (500 Liters and 1000 Liters) | Standard prover tanks:**500 litres**Height: 2.159 m (85 in)Width: 1.6764 m (66 in)**1000 litres**Height: 3.3528 m (132 in)Width: 2.4384 m (96 in)**Specifications below apply to both provers**Portable configuration304 Stainless Steel tank construction Class 1 Dev 1 (explosion proof) pump on portable unitsoverflow protection Built-in spirit levels with adjustable/lockable legsAdjustable scale assembly calibrated in litresSight flow indicatorsVapour recovery systemLadder with platforminlet and outlet valves |
| 33 | Single and Multi-channel Micropipette Calibration System  | Multichannel pipette calibrator:Capacity/Readability – Fine range: 41 g / 0.01 mgCapacity/Readability – Coarse range: 120 g / 0.1 mgRepeatability system (limit): 0.015 mgTypical repeatability system 0.009 mgWaste container volume: 17 mL (1,700 dispenses of 10 μL)Evaporation trap volume (built-in): 20 mLTypical settling time: – 0.1 mg 4sTypical settling time: – 0.01 mg 6.5 sPipettes supported: 4–12 channelsPipette volume range supported: 0.5–1,000 μLNorms supported: ISO 8655, JJG 646Typical process time: – 12 channels, 200 μL, 3×10 repetitions: 25 min\*Typical process time – 8 channels, 10 μL, 2×4 repetitions: 7 min\*Connectivity: 4× USB, 1× RJ45Dimensions (W×D×H) 195 × 486 × 205 mmWeight: 12.5 kgSoftware: Calibry V6.2 or higherCalibry Single WorkstationPipette calibration tableCarePac test weight set with certificate(5 g / 100 g)Water container for pipetting (25 pcs)Suction pump with tubes, power supplyTerminal extension cable (4.5 m)Must be supplied with anti-vibration tables and other accessories including software. |

**Note: All metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard**

**All this equipment must come with a 12-month warranty.**

**LOT 2: MASS METROLOGY EQUIPMENT**

|  |  |  |
| --- | --- | --- |
| **S/N** | **EQUIPMENT** | **MINIMUM REQUIREMENTS** |
| 1 | **F1** Stainless Weights  | A set of 1mg to 1kg (25 pieces)A set of 7 pcs (1kg, 2kg, 2kg, 5kg, 10kg, 20kg, 20kg) Calibration certificate with mass value and corresponding uncertainty as well as material of construction with corresponding densities is a must from accredited facility. |
| 2 | **M1** Stainless Weights  |

|  |  |  |
| --- | --- | --- |
| Items  | Quantity  | Material  |
| 1 mg to 5 kg | 4 sets | Stainless steel |
| 10 kg | 20 pcs | White cast iron, rectangular shape and grip handle |
|  20 kg | 50 pcs |
| 50 kg | 20 pcs | cast iron, rectangular shape and grip handle |

Complete with handling devices Must be supplied with calibration certificate including mass value and corresponding uncertainty as well as material of construction with corresponding densities is a must from accredited facility  |
| 3 | Mass series in class **F2** (1 mg to 20 kg) | A set of 1mg to 1kg (25 pieces)A set of 7 pcs (1kg, 2kg, 2kg, 5kg, 10kg, 20kg, 20kg)Calibration certificate with mass value and corresponding uncertainty as well as material of construction with corresponding densities is a must from accredited facility. |
| 4 | Maximum capacity scale (30 kg to 32 kg) precision 0.1 g | Analytical BalanceMaximum capacity scale (30 kg to 32 kg) precision 0.1 g |
| 5 | Calibration Weight Class **M1** (20kg) | Material: JF-1 stainless steelNominal Value: 20kgClass: M1Polarization: M1≤250μTSusceptibility: <0.005-0.002Density: 8.0g/cm³Finish: polishingStyle: CylindricalApplication: lab, c |
| 6 | 20 kg cast iron test weights rectangular shape class **M2** | 20 kg cast iron test weights rectangular shape class M2Cast Iron Test Weights Grip Handle and Nesting Slab Weights |
| 7 | 50 kg cast iron test weights rectangular shape | 50 kg cast iron test weights rectangular shapeCast Iron Test Weights Grip Handle and Nesting Slab Weights |
| 8 | Balances for prepacks inspection (30kg) | 1. Pan: Square 10"×7.5" (255×190 mm) SST 304 Thick 1 mm2. Display: LCD (white backlight) (L×W) 4.3"×1.2" (110×30 mm)3. Interface: Rs232C4. Power: AC/DC (6 pcs Dry Battery / Rechargeable Battery: 6V/4Ah, work > 40hs)5. Units: %, g, kg, oz, ct, lb (welcome to add your units)6. More functions: Counting, Percentage, Full Range Tare, Over-Load Protection, Zero Tracking, Automatic Turn-Off, Under Weighing, Low Power Indicator, Last Remember.7. Attachments: Manual (English and French), Adapter, Rechargeable Battery, Under Weighing Hook8. Speed: 2 s9. Value stable time: 1 s |
| 9 | Balances for prepacks inspection (300kg) | 1. Pan: 300×400 mm or 400\*500 mm (iron stainless)2. Display: LCD (white backlight) (L×W) 110×30 mm3. Power: AC/DC (Rechargeable Battery: work > 40h)4. Units: kg, g, oz, lb, ct5. More functions: counting, last remember, %, full range tare, over-load protection, zero tracking, low-battery indicator6. Attachments: Manual (English and French), adaptor, rechargeable battery7. Speed: 2 s8. Value stable time: 1 s |
| 10 | Balances for prepacks inspection (500kg) | 1. Pan: 400×500 mm (iron stainless) 2. Display: LCD (white back-light) (L×W) 110×30 mm3. The Height from indicator to floor: 1060 mm4. Big LCD indicator: Length×Height: 250 mm×150 mm5. Power: AC/DC (Rechargeable Battery: work > 40h)6. Units: kg, g, oz, lb, ct7. More functions: counting, last remember, %, full range tare, over-load protection, zero tracking, low-battery indicator8. Attachments: Manual (English and French), adaptor, rechargeable battery (optional)9. Speed: 2 s10. Value stable time: 2 s |
| 11 | Precision Balance ≥ 20 kg (nominal) | 1. Pan: 310×225 mm, SUS 304 2. Display: Bigger LCD (white back-light L×W 110×37 mm)3. Interface: Rs232C 4. Power: AC/DC (Rechargeable Battery) 5. Units: g, kg, oz, ct, lb,...6. More functions: Counting, Percentage, Full Range Tare, Over-Load Protection, Zero Tracking, Automatic Turn-Off, Under Weighing, Low Power Indicator 7. Attachments: Manual (English and French), adapter, under hook (Optional) 8. Speed: 2 s 9. Value stable time: <= 2s  |
| 12 | Precision Balance ≥ 61 kg (nominal) | 1. Pan: 300×400 mm or 400\*500 mm (iron stainless)2. Display: LCD (white backlight) (L×W) 110×30 mm3. Power: AC/DC (Rechargeable Battery: work > 40h)4. Units: kg, g, oz, lb, ct5. More functions: counting, last remember, %, full range tare, over-load protection, zero tracking, low-battery indicator6. Attachments: Manual (English and French), adaptor, rechargeable battery7. Speed: 2 s8. Value stable time: 1 s |
| 13 | Anti-vibration table | Construction: SteelTabletop: High resistant phenolic laminateDimensions (LxDxH) :90 x 60 x 80cmGranite slab dimension :50 x 35 x 12cmPackage dimension:100 x 70 x 90 cmNet weight:74kgGross weight:80kg |
| 14 | Mass comparator with a capacity of 20 kg and an accuracy of 1 mg | E1 20 kgE2 10 – 20 kgF1 2 – 20 kgF2 1 – 20 kgM1 500 g – 20 kgM2 200 g – 20 kgMaximum capacity [Max] 30,5 kgReadability [d] 1 mgStandard repeatability [5% Max] 3 mgStandard repeatability [Max] 3 mgPermissible repeatability 5 mgEccentricity (tested load) 2d / 1 mmElectric compensation range 100 g – 30,5 kgStabilization time 20 sAdjustment externalPhysical parametersDisplay 10″ graphic colour touchscreenWeighing pan dimensions ø220 (ø300) mmWeighing device dimensions 454×275×200 mmControlling device dimensions 249×170×72 mmAnti-draft chamber dimensions 700×440×550 mmPackaging dimensions 1160×650×700 mmChamber packaging size 960×825×730 mmNet weight 24 kgGross weight 38 kgSupplementary weights internal Supplementary weights external Communication interface 2×USB-A, USB-C, HDMI, Ethernet, Wi-Fi®, HotspotOperating temperature +15 – +30°COperating temperature change rate ±0,5 °C / 12 hRelative humidity 30% – 70%Relative humidity change rate ±5% / 4 h |
| 15 | Mass comparator with a capacity of 500 g and an accuracy of 0.01 mg | E1 Calibration Range 200 – 500 gE2 Calibration Range 10 – 500 gF1 Calibration Range 500 mg – 500 gF2 Calibration Range 1 mg – 500 gM1 Calibration Range 1 mg – 500 gM2 Calibration Range 1 mg – 500 gMaximum capacity [Max] 520 gReadability [d] 0.01 mgStandard repeatability [5% Max] 0.012 mgStandard repeatability [Max] 0.02 mgPermissible repeatability 0.035 mgEccentricity (tested load) 1d / 1 mmElectric compensation range -10 g – +20 gStabilization time 30 sAdjustment internalPhysical parametersDisplay 10″ graphic colour touchscreenWeighing pan dimensions ø50 mmWeighing device dimensions 385×215×525 mmControlling device dimensions 249×170×72 mmAnti-draft chamber dimensions 560×300×665 mmPackaging dimensions 945×820×1260 mmChamber packaging size 820×850×630 mmNet weight 37.5 kgGross weight 57.5 kgSupplementary weights internal automaticSupplementary weights external 30 g, 2×10 gCommunication interface 2×USB-A, USB-C, HDMI, Ethernet, Wi-Fi®, HotspotEnvironmental conditionsOperating temperature +15 – +30 °COperating temperature change rate ±0.5 °C / 12 h (±0.3 °C / 4 h)Relative humidity 40% – 60%Relative humidity change rate ±3% / 4 h |
| 16 | Portable scales with a maximum capacity of 6 kg, precision 0.1 g, with rechargeable battery | Adjustment: Adjustment with external weight Ambient temperature (Max) in °C: 40 Battery operating time in h - Backlight off: 48 Design of the scale: Single range scale Digit increment [d] in g: 0,1 Dispatch: Parcel dispatch Display type: LCD Functions: Percentage determination , Totalling , Taring , Piece counting , Switching between weighing units Housing material: plastic Interfaces series: RS-232 Interfaces series: RS-232 Power supply: Rechargeable battery , plug-in power supply Version: PC connectable , Printer connectable , Rechargeable battery/battery operation , Stainless steel platform Warranty in years: 1 Weighing plate depth in mm: 150 Weighing plate material: Stainless steel Weighing plate width in mm: 140 Weighing range [Max] in g: 6000 Weighing range [Max] in kg: 6 Weighing range [Max] in t: 0,006 Weighing units: g  |
| 17 | E2 mass pieces  | E2 Masses consisting of: 1 set of 25 pcs: (1 mg – 1000 g), 1 set of 7 pcs (1kg, 2kg, 2kg, 5kg, 10kg, 20kg, 20kg) To be supplied with Calibration certificate with mass value and corresponding uncertainty as well as material of construction with corresponding densities from an ISO 17025 accredited facility.  |

**LOT 3: TEMPERATURE METROLOGY EQUIPMENT**

|  |  |  |
| --- | --- | --- |
| **S/N** | **EQUIPMENT** | **MINIMUM REQUIREMENTS** |
| 1 | Temperature calibrator for thermometer  | Range 35°C to 350°C(95°F to 662°F)Accuracy ±0.5°C (holes greater than 1/4" [6.35mm]: ±1°C)Stability ±0.03°C at 50°C±0.05°C at 350°CWell-to-well uniformity ±0.1°C with similarly sized wellsHeating times 12 minutes from ambient to 350°CCooling times 15 minutes from 350°C to 100°CStabilization time 7 minutesImmersion depth 124 mm (4.875 in)InsertsOutside insert dimensionsComputer interfacePower 115 V AC (±10%), 4.4 A or 230 V AC (±10%), 2.2 A, switchable, 50/60 Hz, 500 WSize (W x H x D) 152 x 86 x 197 mm(6 x 3.375 x 7.75 in)Weight 2.7 kg (6 lb)Calibration certificate at 50°C, 100°C, 150°C, 200°C, 250°C, 300°C, and 350°C  |
| 2 | Thermometer reference | Inputs 2 channelPt100 (BS EN 60751 / IEC 751) or 25.5/ 100Ω SPRT to ITS-90Measuring Current 041mASelf Heating Test Current 0.29mA (0.41mA / √2)Measuring Time 1.44 seconds for both channelsMeasuring Range -250 to 960°C (0 to 440 Ohm)Resolution Temperature: 0.0001°C, 0.1mKResistance: 0.00004Ω, 40 μΩUncertainty of Measurement Temperature : 0.001°C, 1mK 100 Ohm PRTResistance: 0.4mΩ @ 20°Cinstrument only, uncertainty with sensor dependent on range and sensor type.Reference Resistor Internal 380ΩTCR ±0.3ppm / °CStability ±5ppm / yearInterface Rs232, Ethernet, built-in web server provides simle temperature displayAmbient Temp. Range 10°C to 30°CPower Supply 7.5VDC, 250mA power adapter or 2 x AA batteries (typically >10 hours operating time)Case Dimensions Width: 190mmHeight: 112mmDepth: 240mmWeight 4lb (1.8kg) |
| 3 | Thermo-hygrometer recorder  | Channel Two with LCD display and BacklightInput Sensor: Capacitive for Humidity and semiconductor for TemperatureRelative HumidityMeasurement Range 3 to 98.0% RHAccuracy ±2%RH + 1 ct (10 to 90%HR) ±4%RH + 1 ct (outside this range)Resolution 0.1%RHTemperatureSensor SemiconductorMeasurement Range 14.0° to 140.0°F -10.0° to 60.0°CAccuracy 50.0° to 104.0°F: ±2.5°F + 1 ct 10.0° to 40.0°C: ±0.5°C + 1 ctResolution 0.1°F 0.1°CDew PointMeasurement Range 14.0° to 140.0°Ftd -10.0° to +60.0°CtdAccuracy ±1.8°F >30%±2.7°F from 20 to 30%RH ±1°C >30%±1.5°C from 20 to 30%RHResolution 0.1°F 0.1°CRecording Manual start/stop on the productShort press for MEM: spot recording/long press for REC at the defined default rateProgrammed recording: start date, recording interval, and end date defined using DataView® softwareAlarm Alarm threshold settable on teh software / Recording can be triggered on an alarm thresholdMIN-MAX-HOLD yesSampling Rate Programable from 1s, 2s, 5s, 10s, 20s, 30s, 2min, 5min, 10min, 15min, 30min, and 1hrMemory 1,000,000 measurements on each channel (4MB). Recorded data is stored in non-volatile memory and will be retained even if battery is low or removed.Communication USB 2.0 and Bluetooth 4.0 BLE range 10m typicall Power Source 3x1.5V AA (LR6) alkaline batteries or USB port (micro-USB adaptor offered as an accessory)Battery Life 1000 hrs., 3 years when recording with 15 minute intervalsDimensions: 7.36 x 2.84 x 1.28" (187 x 72 x 32mm)Weight (with battery) 14.1oz (400g) with batteriesCase PolycarbonateOperating Temperature 14° to 140° F (-10° to 60°C)Storage Temperature -4° to 140° F (-20° to 60°C)Relative Humidity Up to 90%Ingress Protection (IP) IP54 with USB connector closed and protective cap in placeEMC EN 61326-1Safety Compliance IEC 61010-1Warranty 2 years  |
| 4 | Portable infrared thermometer | Range: -40°F to 1,022°F (-40°C to 550°C) Distance to Spot: 12:1 Resolution: 0.1° Accuracy: ±1°C (±2°F) or ±1% of reading (whichever is greater) Response Time: 500 mSec (95% of reading) Power: Two AA batteries (alkaline or NiCD) Warranty: 2 years |
| 5 | Digital thermometer with LCD display | Multi-channel ThermometerTemperature - Pt100Measuring range -200 to +800 °CAccuracy ±0.2 % of mv (Remaining Range)±0.2 °C (-100 to +199.9 °C)Resolution 0.05 °CUp to 3 connectable sensorsMust be supplied with: Temperature - TC Type K air probes:Measuring range: -60 to +400 °CAccuracy: Class 2 Reaction time: 25 sDimensions: length: 255 mmQuantity: 5 robust air probes |
| 6 | Thermometers with temperature sensors | SpecificationsBasic Accuracy: ±(0.04% |rdg| + 0.3°C)Connector Type: Mini-TCProbe Zero Function: Resolution 0.1°C/°F/KDisplay: 4-digit auto-resolution (0.1/1) with backlight and function annunciatorsReading Rate: 3/sec for readings and TREND indicatorsBattery Type: 3 “AA” (IEC LR6, ANSI 15) alkaline (included)Battery Life: 2000 hoursStatistics: Min, Max, Avg, Rng, T1-T2 (HH912T only) and Std DevClock: Elapsed statistics run timeDimensions: 193 H x 84 W x 28 D mm (7.6 x 3.3 x 1.1")Weight: 362.9 g (12.8 oz)Warranty: 3 year parts and workmanshipCalibration: Guaranteed for 2 yearsOperating EnvironmentTemperature: -20 to 55°C (-4 to 131°F)Humidity: 5 to 95%, 10 to 30°C (50 to 86°F)Altitude: 0 to 4600 m (0 to 15,092')Vibration: Random 10 to 500 Hz, 0.03 g2/HzShock: 30 g half sineDrop: 4 drops from 1 m (3.3') to concrete  |
| 7 | Digital thermometer | Certifications/ComplianceISO 17025, A2LA, NISTDepth (Metric) 32 mmFor Use With (Application)Measuring temperatures in cuvettes, gas systems, reagents, chemical solutions, soil, water baths, ovens, incubators, pharmaceuticals, petroleum products, foods and wastewaterHeight (Metric) 140 mmLength (English) Cable 59 in.Length (Metric) Cable 150 cmMaterial - ABS PlasticResolution 0.0001°CWeight (Metric) 226.8 gLength (English) 9 in.Max. Temperature (Metric) 150°CMin. Temperature (Metric) -40°CTemperature Range (Metric) -40°C to +150°CDisplay Digital LCDDepth (English) 1.26 in.Display Dimensions 0.5 in.H (13 mm)Height (English) 5.5 in.IncludesStainless steel probe with USB connector; 9V Alkaline battery; High-impact, chemical-resistant ABS plastic caseLength (English) Probe 6 in.Length (Metric) Probe 152.4 mmProbe TypeStainless Steel with USB ConnectorWeight (English) 8 oz.Width (English) 3.5 in.Max. Temperature (English) 300°FMin. Temperature (English) -40°FTemperature Range (English) -40°F to +300°FAccuracy ±0.05°CWidth (Metric) 89 mm |
| 8 | Standard thermocouple | SpecificationsTemperature Range: -50 to 1300°C (-58 to 1999°F)Input: Type K thermocoupleAccuracy: ±(0.3% rdg + 1°C) -50 to 1000°C ±(0.5% rdg + 1°C) 1000 to 1300°C ±(0.3% rdg + 2°F) -58 to 1999°FDisplay: 3 1/2 digit liquid crystal display (LCD) with maximum reading of 1999Polarity: Automatic, positive implied, negative polarity indication.Overrange: (OL) or (-OL) is displayedZero: Automatic Low Battery Indication: visual indicator is displayed when battery voltage drops below operating level.Measurement Rate: 2.5 times Operating Environment: 0 to 50°C @ <70% RHStorage Temperature: -20 to 60°C, 0 to 80% RH with battery removed from meterAccuracy: Stated accuracy @ 23°C ±5°C <75% relative humidity. (accuracy specification does not include type K thermocouple probe accuracy)Dimensions: 195 x 92 x 53 mm (7.7 x 3.6 x 2.1")Weight: Approx. 250 g (9 oz) including battery Valid ISO/IEC 17025 calibration certificate  |
| 9 | Clinical thermometers (digital) | General Purpose Liquid-In-Glass Thermometers: Partial ImmersionRange: -10°C to +150°CLength: 200 mm Material: GlassResolution: 0.1°CTraceable calibration certificate must be provided |
| 10 | Clinical thermometers (infrared) | Displayed temperature range: 93.2 – 108 °F (34 – 42.2 °C)Operating ambient temperature range: 50 – 104 °F (10 – 40 °C)Storage temperature range: -13 – 131 °F (-25 – 55 °C)Storage relative humidity: Storage 15-95% RH (non-condensing)Operating relative humidity: Operating 10-95%Display resolution: 0.1 °F or °CAccuracy for displayed temperature range Maximum Laboratory Error35 – 42 °C (95 – 107.6 °F): ±0.4 °F (±0.2 °C)Outside this range: ±0.5 °F (±0.3 °C)Clinical repeatability: ±0.26 °F (±0.14 °C)Reference Body Site: Oral EquivalentBattery life: 2 years in sleep mode / 350 measurements |
| 11 | Temperature indicator (thermocouple) | Thermocouple TypeMeasured Temperature Max 370°CLead Length – Imperial 40"Probe Length – Imperial 12"Probe Diameter – Imperial 0.188"Insulation PFAThermocouple Wire StandardProduct RangeMeasured Temperature MinSensor Body MaterialStainless SteelLead Length – Metric 1mProbe Length – Metric 300mmProbe Diameter – Metric 4.76mmThermocouple TerminationStripped LeadsThermocouple ShieldingShielded SVHCNo SVHC (17-Jan-2022) |
| 12 | Temperature Calibration Oil Bath | A liquid bath Temperature Calibration Oil Bath for calibration of in-house standards and industrial temperature equipment.Range 40 °C to 300 °C†Stability ±0.001 °C at 40 °C (water)±0.003 °C at 100 °C (oil 5012)±0.005 °C at 300 °C (oil 5017)Uniformity: ±0.002 °C at 40 °C (water)±0.004 °C at 100 °C (oil 5012) ±0.012 °C at 300 °C (oil 5017)Temperature Setting Digital display with push-button data entrySet-Point Resolution: 0.01 °C; high-resolution mode, 0.00018 °CDisplay Temperature Resolution: 0.01 °CDigital Setting Accuracy: ±1 °CDigital Setting Repeatability: ±0.02 °CHeaters : 350 and 1050 wattsAccess Opening(call for custom openings): 127 x 254 mm (5 x 10 in)Depth: 305 mm (12 in)Wetted Parts: 304 stainless steelPower 230 VAC (±10 %), 50/60 Hz, 5 A, specify |

**Note: All metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard**

**All this equipment must come with a 12-month warranty.**

**LOT 4: QUALITY CONTROL EQUIPMENT**

|  |  |  |
| --- | --- | --- |
| **S/N** | **EQUIPMENT** | **MINIMUM REQUIREMENTS** |
| 1 | ELISA microplate reader | **LED based 8 channel Microplate Absorbance Reader*** Plate Types: 96 well, round, flat or V- shaped bottom
* Optical system: 8 channel absorbance photometers
* Light source: Wavelength specific LED
* Photodetector: 8 Silicon photodiodes
* Wavelength range: 340 - 800nm
* Resolution: 0.1 mOD (0.0001 OD)
* Indication range: 0.000 - 4.000 OD (Abs)
* Accuracy: ≤± 1% and ± 0.005 OD to 3.5 OD (any wavelength)
* Linearity: ≤± 0.5% and ± 0.005 OD to 3.5 OD (any wavelength)
* Reproducibility: ≤± 0.5% and ± 0.005 OD to 3.5 OD (any wavelength)
* Meas. Mode: Single and dual wavelength, standard reading or linear scan (30 points/well)
* Reading speed: 5 seconds (kinetic interval, single wavelength) 10 seconds (96 well, dual wavelength)
* Wavelengths: 4 wavelengths onboard (405, 450, 492, 620nm) up to 6 possible (340 – 800)
* Shaking: 4 Shaking modes
* PC-Interface: USB 2.0
* PC Software: Capture96 included
* Housing: Aluminium
* Power requirements: 24VDC, 2.5A
* Consumption: 2W stdby / 12W operation max

The reader includes,* Capture96 reader control software (no data reduction), external
* Power Supply, USB cable
* LED plugins, each consisting of: Filter, LED, Lenses, Digital ID
* Special wavelengths available on request
* 8 Channel Washer with integrated incubation chamber for 2 Microplates, 4 liquids (3 Wash & 1 Rinse), incl. power cord, operator manual, 5 btls. – 12010
* QC Plate for Microplate Reader
* Warranty of 2 Years
* **Manuals**
* All Equipment Manuals shall be supplied at least English and French.
* sFrench software where applicable shall be included
 |
| 2 | [Microbiological safety cabinet (MSC)](https://www.humeau.com/equipement/hotte/hotte-flux-laminaire/hotte-flux-laminaire-psm.html) | Microbiological Safety Cabinet (MSC) to protect staff and the environment from biological hazards:Biological Safety Cabinet 4ft/1.2 mKey Features• ULPA Filter• ISO Class 3 Work zone• Equipped with DC ECM motor for up to 70% energy savings• Antimicrobial Powder coating• Sentinel™ Gold Microprocessor controller• Easy-to-clean features• Low noise levelGeneral Construction• External Dimensions without Base stand (Width x Depth x Height): 1340 x 753 x 1400 mm • External Dimensions with Optional Base stand 711 mm (28”): 1340 x 753 x 2111 mm • Internal Work Area Dimensions (Width x Depth x Height): 1220 x 580 x 660 mm• Area: 0.56 m² (6.0 ft²)• Tested Opening: 203 mm (8”)Material• Main body: 1.2 mm (0.05”) 18-gauge electro-galvanized steel • with white oven-baked epoxy-polyester anti-microbial powder coated finish• Work Zone: Abrasion and corrosion resistant 304 grade, 1.5 mm 16-gauge stainless steel with 4B finish• Side walls: 1.5 mm (0.06”) 16 gauge stainless steel, type304, with 4B finish• Antimicrobial Powder coating• Weight: - 230 kg (507 lbs) (Excluding optional stand)Blower and Filtration• Equipped with one Direct current Electronically Commutated Motor (DC ECM)• Low heat and low energy consumption offering 70% more energy savings• Auto-compensating feature that adjusts blower speed in order to maintain the optimum airflow in case of filter loading• Ultra-low Particulate Air (ULPA) / H14 filter with 99.999% efficiency at 0.3-0.1 μm• Average airflow velocity (Inflow) of 0.53 m/s (105 fpm)• ISO 14644-1 Class 3 air qualityControl Panel and Electrical• Sentinel Gold Microprocessor Controller• Four-line LCD display• Soft touch keys for Blower, Light, and UV lamp with LED indicator• QuickStart Mode and Standby Mode• UV timer• Audible and visual alarmsElectrical Requirements• Power rating: 220-240 V AC 50/60 Hz, 1 Ø• Nominal Power Consumption: 200 W• Heat dissipation: 628 BTU/hLighting• Fluorescent lamp intensity: ≥ 1200 Lux• Optional UV lamp (253.7 nm)Ergonomics• Easy-to-service. All electrical components located at the back of the front panel• Centered and angled-down location of the control panel• Low noise emission of 57.5 dBA (NSF/ANSI 49)• Optional ergonomic footrest and lab chair• Angled arm rest for comfortable working position• Easy-to-reach electrical outlets located at the sides of the cabinet• Easy-to-clean coved corners in the working area and finished corners of the drain pan• Spill-containing single-piece work tray with large tray handlesSupplied complete with the following accessories:• Stand with castor wheels• Germicidal Fluorescent lamp• Electrical fixtures• Supplier must provide proof that they are the official distributor of the manufacturer in Uganda for the purpose of after sales service• Supplier must attach factory training certificates of the engineers from manufacturer who will conduct installation & user training• Suppliers must attach manufacturer’s authorization letter from manufacturer• Warranty of 2 Years* **Manuals**
* All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 3 | Water Purification System with UV Ultrapure Water System, Type 1 | **Specifications for Type 1**Flow rate:2 l/minConductivity: < 0.055 µS/cmResistivity:18.2 MΩ·cmOCD:< 3 ppbBacterial content: < 0.01 cfu/mlEndotoxins \*Free of Pyrogens and nucleases: < 0.001 (IU/ml)Particles > 0,22 µm/ml1: <1**Features**Touch Screen/ keyboardVisual and audible warning messagesFeed Water Conductivity (µS/cm)Osmotized water Conductivity (µS/cm)Ionic Rejection %Final Water Conductivity (µS/cm)Final Water Resistivity (MΩ·cm)Work Time counterMultiparameter Time counterWater Temperature (ºC)Temperature compensation**Data Output**USB Output**Warning to user messages**Out of range parametersPretreatment cartridge exchangeRO exchangeDI cartridge exchangeUltrapure cartridge exchangeUV/Photo-oxidation Lamp exchangeFinal Filter/UF exchangeFeed water supply failure**Automatisms**Automatic Start/StopAutomatic/Programmable recirculationAutomatic Stop/water supply failureAutomatic RO cleaning**Other components**Photo Oxidation lamp/UVFinal Filter 0,22 µm**Dispensation**Manual DispensingVolume controlled DispensingTime Controlled dispensing**Storage tank**: 50litres• Suppliers must attach manufacturer’s authorization letter from manufacturer•Warranty of 2 Years* **Manuals**
* All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 4 | Chemical hood (Fume hood-Ducted High concentered Acids and organic/inorganic solvents digestion fume hood) | Ducted High concentered Acids and organic/inorganic solvents Digestion fume hood**Technical Specification**• Constructed to handle: Concentrated acids at high temperatures. The fume hood is built with Sash must be made of polycarbonate material to prevent aching caused by Hydrofluoric AcidMaterial• Unplasticized polyvinylchloride (u-PVC) or polypropylene (PP) internal surfaces which offer superior chemical resistance.• Tri-wall construction for maximum robustness• U-PVC / PP internal chamber• Chain and Sprocket Sash support system.• Energy-efficient hood lighting through a pre-wired, electronic ballast. Typical light intensity on work surface is 930 lux in zero ambient condition.• U-PVC exhaust collar ensures superior chemical resistance.• Standard service fixtures included: 1 remote-controlled water fixture,1 remote-controlled gas fixture and 1 Polypropylene drip cup• Four (4) single electrical outlets with splash-proof cover are provided.**Safety Features**• Shaping vanes increase airflow “sweep” at the critical area at the sidewall to improve containment, especially when laboratory personnel walk fast in front of the hood.• Sash stop feature limits movement beyond 457 mm (18") to maintain a safe working condition for the user.• When sash is raised above 457 mm (18"), Esco's creep down mechanism automatically and gently returns the sash down to a safe level.• Sash key lock feature allows laboratory managers to restrict access to the fume hood.• Hot zone baffle system rapidly draws contaminants out of the fume hood's work zone, thereby, facilitating quick thermal heat relief• Aerodynamic airfoil design aids in the efficient flow of air towards the hood. It also helps reduce turbulence and eliminate back flow.• Ergonomic sash handle gently directs air into the hood without sacrificing visibility.Serviceability• U-PVC / PP internal work zone allows for easy cleaning of all surfaces.• Removable baffle system allows for thorough cleaning inside the hood.• Chain and sprocket system requires minimal service.• Accessible panels on the side walls facilitate plumbing connections while removable front panel facilitates easy access to lighting and other electrical componentsSafety Certified and Tested• Fume hoods be manufactured for the most demanding laboratory applications and must meet the following standards• Fume Hood must be tested to comply with ASHRAE 110:1995 and EN14175-3 standards• Fume Hood must be tested to comply with UL1805 Listed• Sash must be clearly labelled with all operating instructions and illustrations**Nominal Size:**• External Dimensions Fume Hood unit only (W x D x H): 1220 x 900 x 1400 mm• External Dimensions Fume With Exhaust Collar (W x D x H): 1220 x 900 x 1460 mm• External Dimensions with Fully-opened Sash (W x D x H): 1220 x 900 x 1603 mm• Internal Dimensions (W x D x H): 996 x 675 x 1230 mm• Exhaust Volume/Static Pressure Required at Face Velocity of 0.3 m/s (60 fpm) when designed sash opening is 457 mm must be 542 cmh at 7 Pa• Exhaust Volume/Static Pressure Required at Face Velocity of 0.4 m/s (80 fpm) when designed sash opening is 457 mm must be 722 cmh at 13 Pa• Exhaust Volume/Static Pressure Required at Face Velocity of 0.5 m/s (100 fpm) when designed sash opening is 457 mm must be• 904 cmh at 20 Pa• Exhaust Volume/Static Pressure Required at Face Velocity of 0.5 m/s (100 fpm) when full sash opening is 736 mm must be 642 cmh at 13 Pa• Exhaust Volume/Static Pressure Required at Face Velocity of 0.5 m/s (100 fpm) when designed sash opening is 736 mm must be 856 cmh at 23 Pa• Exhaust Volume/Static Pressure Required at Face Velocity of 0.5 m/s (100 fpm) when designed sash opening is 736 mm must be 1070 cmh at 36 Pa• Exhaust Outlet Diameter: Vertical or Combination• Number of Exhaust Collars: 1• Fluorescent Lamp Intensity: 930 lux• Construction Main Body: Electrogalvanized steel with Epoxy-polyester hybrid Isocide™ powder coating• Construction Internal Liner: u-PVC• Construction Worktop: u-PVC or Polypropylene• Sash Material: Polycarbonate• Sash Configuration: Vertical or Combination• Sash Sloping: 5°• Maximum Sash Opening: 740 mm• Cabinet Full Load Amps (FLA): 32 A• Cabinet Nominal Power: 100 W (lighting only)Specifications of base cabinets for the Fume Hood:• Nominal Size: 1.2 meter• External Dimensions (W x D x H): 1220 x 900 x 915 mmThe fume hood should be supplied complete with the **following accessories**:Base Cabinet for 4' Fume Hood• Airflow Monitor• Exhaust Fan• Remote Controlled Fixture Plumbed to the Top• Drip Cup located on left hand side of worktop• Gas Remote Controlled Fixture Plumbed to the Top• **Supplied Complete with:**Water tap, Water sink, LED lamp, Total load of 2 waterproof sockets: 500W, Built-in PP blower, 4 meters PVC exhaust duct, Pipe strap\*2• **Installation and Training** of at least 3 users •Warranty of 2 Years**Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 5 | Combined refrigerator & freezer cabinet | Combination refrigerator freezerFridge freezer with 271 litre refrigerator & 113 litres freezer minimumFeaturesAutomatic defrosting in fridgeDrawers in FreezerLow GWP refrigerantSparkfreeSmall footprintDoor lock to both fridge and freezer compartment with 2 keys**Technical Specifications**Configuration UprightCapacity (Litres): 271/113Height x Width x Depth: 2000mm x 625mm x 680mmWeight: 67.5kgShelves: 5Temperature Range. Fridge: +0 to +10, Freezer: -18 to -23Door Type: SolidLock Type: Key lock with two keys supplied**Warranty of 2 Years Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 6 | Cooking oil tester that measures the Total Polar Material (TPM)  | Oil Tester for Cooking oil that measures the Total Polar Material (TPM) content of oil to help ensure the quality of fried food: **Technical specifications****Measuring range**: 0.0 to 40.0 %TPM +40 to +200 °C**Accuracy**: ±2 %TPM (+40 to +190 °C), ±1.5 °C (typical, refers to Testo-internal reference, at ambient temperature 25 °C)**Resolution:** 0.5 %TPM 0.1 °C**Cooking oil operating temperature**: +40 to +200 °C**Storage temperature**: -20 to +70 °C**Operating temperature:** 0 to +50 °C**Dimensions**: 50 x 170 x 300 mm**Weight**: 255 g**Display**: LCD, 2-line, backlitBattery type: 2 AAA micro batteriesBattery life: approx. 25 h continuous operation(corresponds to approx. 500 measurements)Housing material ABS / ABS-PC fibre glass 10%Reaction time: Approx. 30 sProtection class: IP65Calibratability: On-site calibration with reference oil ISOcalibration by TIS**Alarm function**: Upper and lower TPM limit value freelyadjustable, visual alarm via 3-colour displaybacklighting (green, orange, red), valuesand illumination flash in the display until themeasurement is ended (Auto Hold)**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 7 | Gas Chromatograph Mass Spectrometer System, GCMS system | GeneralThe Gas Chromatograph Mass Spectrometer System, GCMS system shall come from a reputable brand in the market for the highest performance in speed, reliability, robustness, reproducibility and sensitivity. The vendor must have a strong track record in providing personalized and responsive after-sales support. 1. GC Mainframe

Must be able to support simultaneously: flow line installations: 3, injection unit installations: 3Must enable 4 detectors mounted and monitored simultaneously on the GC and software.Integrated leak check function allows you to easily check for leaks.Must have a reliable error and warning system to notify of any irregularity inthe system.GC itself must have a large LCD display: 480 x 800 dotsMust have a Retention time repeatability: < 0.0008 min\*Must have a Peak area repeatability: < 1 % RSD\*Must have High quality deactivated liner, ultra low bleed septa and ultra cleanferrules to guarantee best results.Carrier Gas control:Constant pressure, constant linear velocity, constant flow rateOven light unit1. Column Oven

Operating temperature range: ambient + 2°C to 450°COven temperature set point resolution must be 0.1°C.Oven must support 32 ramps. Maximum run time: 9999.99 minutesOven cool down from 450°C to 50°C should happen in less than 3.4 mins (under non-specific conditions)Ambient rejection: < 0.01°C for a 1°C ambient change.3.0 Advanced Flow Technology For Inlets and DetectorsPressure setting range: 0 to 1035 kPa Pressure setpoint resolution: 0.1 kPa (0.001 psi)Pressure drift: < ± 0.68 kPa/6 monthsTemperature coefficient: < ± 0.068 kPa per °CPressure sensor repeatability: < ± 0.34 kPaPressure sensor accuracy: < ± 2.0 % (full scale)Pressure setpoint resolution: 0.1 kPa (0.001 psi)Supported carrier gas types: He, N2, H2, ArFlow setpoint resolution: 0.1 mL/minFlow sensor accuracy: < ± 5 % (carrier gas dependent)Pressure / flow ramps: 7 maximum low setpoint resolution: 0.1 mL/min4.0 Mass SpectrometerThe detector must be an Electron multiplier with low noise overdrive lens.The mass spectrometer must have a dynamic range of 8 x 10^6 The interface must be direct connection with capillary column.The ion source type must be front access for easy maintenance.The mass spectrometer must have Electron Ionization (EI) as standard upgradable to PCI & NCI in the future. Smart EI/CI available as option for futureElectron Energy 10 to 200 EvEmission Current 5 to 250 μAThe ion source filament must be Dual, automatic switching.Mass Range m/z 1.5 to 1090Mass Resolution 0.5 to 2.0 u Mass Axis Stability ±0.1 u/48 hours (constant temperature)Scan Rate 20,000 u/second Minimum Event Time 0.01 sec (maximum 100 scans/second)EI scan sensitivity: Signal-to-noise (S/N) > 2000 at m/z 272 for 1 pg octafluoronapthalene (OFN).Differential exhaust Turbomolecular pump 190L/s x 170L/s (He)Metal Quadrupole with PrerodThe vacuum system should be maintained by a Dual inlet Turbo Molecular Pump.6.0 AutosamplerInjection system with a sampler, which can accommodate up to 162 2 mL vials for liquid **7. Software system**Must be able to operate in the following modes: Scan, SIM, FASST (simultaneous Scan/SIM measurements)Must be able to perform Automatic tuning Library search: Similarity searches using retention indices (Compatible with multiple retention index groups) Up to 10 libraries can be con­figuredQuality control: Accuracy control QA/QC function, instrument control system check function, user control security functionMeasurement data control: Optimal compound structure format for GLPMust have a NIST mass spectral library.Must have relevant smart databases for pesticides with at least 530 Registered Compounds.Must have relevant smart databases for Environmental with at least 525 Registered Compounds.Active Time Management function **8. Accessories that MUST be included into the system**GC startup kitOne unit of moisture trap, oxygen trap and hydrocarbon trapThree syringes for sample injectionOne box of 100 samples vials with caps suitable for GC injectionGases required to run the system**9. Supplied with compatible** 6 KVA UPS and extension batteries **DATA MANAGEMENT SYSTEM**i. Core i7 or higherii. 16GB RAM on board or higheriii. 1 TB hard disk or higheriv. DVD-RW drivev. 19 " LCD colour monitorvi. key board and mousevii. Pre-installed Windows, MS office & Antivirus**10. INSTALLATION, TRAINING AND COMMISSIONING**On-site installation and commissioning by factory-trained Engineer is required. Include Engineers training certificate After equipment installation, Full functional user training must be provided to the designated analysts/users on the use of instrument and software with regard to aspects related to the hardware, maintenance and software application, and must include at least 05 days for maintenance and software application. Details of the proposed training program must be attached with the tender for review.Training should be include also the operation, trouble shooting and general maintenance of the system.Certificates of Engineer to be provided in tender document oning. Details of the training program must be attached with the tender.Training should be provided for the operation, trouble shooting and general maintenance of the system.**11. Others****Warranty of 1 Year** The system must come with one year warranty. The supplier must demonstrate that it has a proven appropriate set-up and capability to provide after-sales service efficiently and effectively. The supplier should have in his facility a similar system to that proposed in this tender for training purpose. The supplier has to oversee overall systems integration, site preparation, installation and necessary configuration of the system Must have previously supplied at least 3 units of the same Brand of equipment in the region. At least one reference letter should be supplied from such entities The equipment must be delivered within 4 monthsA CE certificate must be provided. An ISO certificate must be provided.Warranty of 2 Years**Manuals**All Equipment Manuals shall be supplied at least English and French.French software applicable shall be included  |
| 8 | ATP-METRE HYGIENA ENSURE TOUCH | Operating temperature range 0 °C to 45 °C – Indoor Use OnlyRelative humidity range 20% to 85% non-condensingStorage temperature range -10 °C to 40 °CUnit dimensions (W x H x D) 84 mm x 182 mm x 32 mm (3.31 x 7.16 x 1.26 in)Unit weight (including batteries) approx. 322 g (0.7 lb)Screen Shatter-resistant 5" touch screenRead chamber Removable read chamber design for easy cleaningMemory 2 GB internal + cloud-based storageLanguage Supports multiple languagesUser IDs Limited by 2 GB storage – 250 characters (> 500,000)Programmable location names Limited by 2 GB storage – 250 characters (> 500,000)Test plans Limited by 2 GB storage – 250 characters; can be randomized (> 500,000)Results memory size Limited by 2 GB storageTilt sensor YesSensor type Photodiode (PD)Measurement range 0 to 20,000 RLUsMeasurement resolution 1 RLU; < 1 femtomole of ATPMeasurement time 10 secondsUSB-C interface Used for charging and USB tetheringBattery type Lithium-ion rechargeable battery with USB-C chargingBattery spec 3.7 V, 2900 mAh, 10.73 Wh International Adapter Interchangeable international adapter - Output:5 V DC at 1.5 A Standards 2.4 GHz: IEEE 802.11b, 802.11g, 802.11n5 GHz: IEEE 802.11ac, 802.11a, 802.11nFrequency band 2.4000 - 2.4835 GHz or 5.150 - 5.825 GHzWi-Fi channel frequency FCC: Band 1: 5.150~5.250 (GHz); Band 4: 5.745~5.850 (GHz)CE: Band 1: 5.150~5.250 (GHz)Security WEP 64/128-bit, WPA, WPA2 and WPA3Data rate11a: 6/9/12/24/36/48/54 Mbps11b: 1/2/5.5/11 Mbps11g: 6/9/12/24/36/48/54 Mbps11n (20 MHz): MCS0-7 (up to 72 Mbps) 11n (40 MHz): MCS0-7 (up to 150 Mbps)11ac (80 MHz): VHTMCS0-9, up to 867 MbpsOutput power 2.4 GHz11b (11 M): 8 ± 1.5 dBm11g (54 M): 7 ± 1.5 dBm11n (20 MHz, MCS7): 6 ± 1.5 dBm11n (40 MHz, MCS7): 6 ± 1.5 dBm5 GHz11a (54 M): 7 1.5 dBm11n (20 MHz, MCS7): 6 ± 1.5 dBm11n (40 MHz, MCS7): 6 ± 1.5 dBm11ac (80 MHz, VHTMCS9): 4 ± 1.5 dBm**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 9 | Field and portable pH meters - HQ1100 Hach pH meter - pH electrode gel electrode 1m | Cable Length: 1 mCalibration Intervals/Alerts/Reminder:Off, selectable from 2 hours to 7 daysCertifications:CE, FCC, ISED, RCM, KC, ETL Verified: US DOE/ NRCan Energy Efficiency, RoHSData Export:USB connection to PC or USB storage device (limited to the storage device capacity).Data Memory:5000 data pointsData storage:Automatic in Press to Read Mode and Interval Mode. Manual in Continuous Read Mode.Dimensions (H x W x D):63 mm x 97 mm x 220 mmDisplay:Up to 3 parameters at a time, dependent on HQ modelDisplay Type:536x336 Mono-TFTElectrode Type:Intellical Standard Laboratory or Rugged FieldEnclosure rating:IP67 (with battery compartment installed)Environnemental Conditions : Relative Humidity :90% (non-condensing)Environmental Conditions: Temperature:0 - 60 °CGLP Features:Date; Time; Sample ID; Operator ID, CalibrationInputs:1Instrument:PortableISE Direct Measurement Range:NoISE Electrode Calibration:NoKit?:YesLanguages user interface:English, Chinese - Simplified, Spanish, French, German, Italian, Japanese, Turkish, Dutch, Portuguese (PT & BR), Korean, Danish, Swedish, Polish, Norwegian, Hungarian, Greek, Finnish, Czech, Romanian, Croatian, Bulgarian, Slovak, Lithuanian, Estonian, Slovenian, RussianLock Function:Continuous / Auto-stabilisation ("press to read") / At IntervalMeasurement method:Probe specific programmed method settingsModel:HQ1110 pH/ORP/1 ChannelmV Measurement at Stable Reading:YesmV Measurement Range:YesmV Resolution:0.1 mVOperating Error Messages:Clear text error messages displayedOperating Interface:Soft Touch KeypadORP Electrode Calibration:Predefined ORP standards (including Zobell's solution)Parameter:pH/Oxidation Reduction Potential (ORP)pH Buffer Sets:Colour-coded: 4.01, 7.00, 10.01 pH;IUPAC: 1.679, 4.005, 7.000, 10.012, 12.45DIN: 1.09, 4.65, 9.23User-defined custom buffer setspH Electrode calibration:1 - 3 Calibration pointsCalibration summary data logged and displayedpH Measurement Range:0 - 14 pHpH Resolution:Selectable:0.001/0.01/0.1 pHPower supply:Rechargeable lithium-ion battery 18650 (internal)Class II, USB power adapter: 100 - 240 VAC, 50/60 Hz input; 5 VDC at 2 A USB power adapter output (external)Probes included:PHC20101Protection Class:IEC Class III (SELV (Separated/Safety Extra-Low Voltage) powered); externalSensor A:PHC20101Storage conditions:-20 - 60 °C, max. 90% relative humidity (non-condensing)Temperature Compensation:Automatic Temperature compensation for pHTemperature Measurement: °C or °FTemperature resolution: 0.1 °CType of measurement:Field MeasurementsWarranty:12 monthsWeight: 519 g (Meter only)**Warranty of 2 Years** **Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 10 | Memmert IN/IF bacteriological incubator | Stainless steel construction inside and out, multi-sided heating system with reinforced insulation.**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 11 | Memmert refrigerated incubator IPP ECO | Stainless steel interiors and exteriors, double doors (inner glass, outer stainless steel) with forced convection Warranty of 2 YearsManuals• All Equipment Manuals shall be supplied at least English and French.• French software where applicable shall be included |
| 12 | Support for Memmert ovens | Stand with castors, height 660mm (models) **Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 13 | Heated magnetic stirrer | Guardian 5000 – OhausWarranty of 2 Years**Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 14 | Pipette controller Grosseron Collection  | Battery-powered pipette controller**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 15 | Respiratory Masks with Vapor Cartridges | 6001 NIOSH approved against certain organic and chemical vapors**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 16 | Ventilated Chemical Storage Cabinets | A chemical storage cabinet with a type 30 safety enclosure complying with standard EN 14470-1. With all the safety features of a fire-resistant storage cabinet. This means that toxic substances and a small quantity of combustible substances can be stored together in a single chemical cabinet, in compliance with the law. |
| 17 | Spill Containment Pallets | Spill containment pallet for small 150L IBC drumsSpill containment pallet for easy control of chemical leaks**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 18 | Scan 300 automatic colony counter | Colonies in a Petri dish or spiral dish are counted and recorded in less than half a second.**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 19 | 3M Petrifilm NEOGEN advanced reader . | Read Petrifilm in 6 seconds and save results**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 20 | HQ440D 2-channel multiparameter | With probe holder**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 21 | Accessories for HACH Hybrid SL1000 Analyser  | Conductivity electrode CDC40101 with 1m cable**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 22 | Accessories for HACH Hybrid SL1000 - | Oxygen electrode LDO10101 with 1m cable**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 23 | Power cord suitable  | For French sockets**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 24 | Accessories for HACH Hybrid SL1000 Analyser  | Redox electrode MTC10101 with 1m cable**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 25 | Filter  | 0.2µm filter x5**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 26 | Multivac Rocker ramp - multi-station  | Ramp compatible with Multivac 100- and 500-ml stainless steel funnels, without adapter and with most funnels on the market by adding an adapter.**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 27 | Stainless steel funnels 100 ml - 316 stainless steel funnels  | Adaptable to Multivac 300 and 600 ramps without adapter.**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 28 | 500 ml stainless steel funnels - 316 stainless steel funnels  | Adaptable to Multivac 300 and 600 ramps without adaptor**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 29 | Peristaltic pump  | Interscience FlexiPump, Adjustable arm for use with jars or other containers |
| 30 | Accessories for DILUFLOW  | Gun – 561001**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 31 | Accessories for DILUFLOW  | Foot pedal – 507008**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 32 | Set of hoses for FlexiPump : diameter 3.2  | Set of hoses + GL45 plug + filter + nozzle + connector for FlexiPump PRO - diam.Fitting. For FLEXIPUMP PRO - diameter 3.2**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 33 | Set of hoses Hoses for FlexiPump : diameter 4.8  | Set of hoses + GL45 plug + filter + nozzle + connector for FlexiPump PRO - diam.Fitting For FLEXIPUMP PRO - diameter 4.8**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 34 | Complete distribution tube 120 cm -Hoses for FlexiPump Diameter 3.2  | Complete distribution tube 120 cm (set of 5) forFLEXIPUMP PRO - diameter 3.2**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 35 | Complete distribution tube 120 cm -Hoses for FlexiPump Diameter 4.8 | Complete distribution tube 120 cm (set of 5) forFLEXIPUMP PRO - diameter 4.8**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 36 | Ink ribbon for printer | Réf: SF40A**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 37 | Roll of printer paper | Réf: SF40A**Warranty of 2 Years****Manuals*** All Equipment Manuals shall be supplied at least English and French.
* French software where applicable shall be included
 |
| 38 | Water Purification System with UV Ultrapure Water System, Type 1 | Specifications for Type 1Flow rate:2 l/minConductivity: < 0.055 µS/cmResistivity:18.2 MΩ·cmOCD:< 3 ppbBacterial content: < 0.01 cfu/mlEndotoxins \*Free of Pyrogens and nucleases: < 0.001 (IU/ml)Particles > 0,22 µm/ml1: <1FeaturesTouch Screen/ keyboardVisual and audible warning messagesFeed Water Conductivity (µS/cm)Osmotized water Conductivity (µS/cm)Ionic Rejection %Final Water Conductivity (µS/cm)Final Water Resistivity (MΩ·cm)Work Time counterMultiparameter Time counterWater Temperature (ºC)Temperature compensationData OutputUSB OutputWarning to user messagesOut of range parametersPretreatment cartridge exchangeRO exchangeDI cartridge exchangeUltrapure cartridge exchangeUV/Photo-oxidation Lamp exchangeFinal Filter/UF exchangeFeed water supply failureAutomatismsAutomatic Start/StopAutomatic/Programmable recirculationAutomatic Stop/water supply failureAutomatic RO cleanningOther componentsPhoto Oxidation lamp/UVFinal Filter 0,22 µmDispensationManual DispensingVolume controlled DispensingTime Controlled dispensingStorage tank: 50litres• Suppliers must attach manufacturer’s authorization letter from manufacturer• Warranty 12 months• Manuals• All Equipment Manuals shall be supplied at least English and French.• French software where applicable shall be included |

**LOT 5: LC/MS-MS CHROMATOGRAPH**

|  |  |  |
| --- | --- | --- |
| 1 | LC/MS-MS chromatograph | **LIQUID CHROMATOGRAPH MAIN FRAME*** Front end UPLC system for LCMS
* Binary High Pressure Gradeint system with pressure of at least 130MPa
* System should automatic function that controls the flow rate working with the column oven temperature to avoid extra pressure on the column during the auto start -up
* Auto -diagnostics function to detect the pressure fluctuation due to air bubbles in the check valve, and auto -recovery function to automatically removes it by purging

**PUMP/SOLVENT DELIVERY SYSTEM** * Dual Binary Pump with inbuilt degasser
* Pressue of at least 130MPa
* Flow rate setting: 0.0001-10.0000 mL/min
* Inbuilt Degassing unit with minimum of 5 channels
* Automatic rinsing inbuilt

**AUTOSAMPLER*** Cooled Autosampler : 4-44°C
* Capacity: Not less than 160 samples for 1.5ml vials
* Pressue of at least 130MPa
* Injection volume: 0.1-50 μL
* Sample carryover should be less than/ equal to ≦0.0015% without rinse & ≦0.0003% with rinse
* Injection cycle time of less than 7 seconds

**COLUMN OVEN*** Tempertaure Setting: ambient-10℃ to 100℃
* Temperature Accuracy at least ±0.5℃
* Can accomdate at least 5 columns up to 250mm

**MASS SPECTROMETER**It should be a **triple quadrupole** mass spectrometer 1. Heated ESI ion source
2. ESI source must be capable to handle flow rate up to 0.001 to 2mL/min.
3. Easy Maintaince: Cable free ionzation unit and Desovation Line maintainence should be possible without breaking vaccum
4. The system should have two multi-pole RF ion guides for efficient ion transport and high sensitivity
5. ESI desolation temperature: Above 640°C
6. System should be able to automatically check the status of the mass spectrometer i.e. the mass accuracy, resolution, spectral intensity, etc. can be automatically checked and recorded before the analysis is performed

**Mass Analyzer** 1. Multipole type ultra-high-speed collision cell
2. Mass Range: m/z 2 to 2,000
3. Scan sensitivity: ESI positive: 1 pg reserpine, S/N > 550,000:1 (RMS) ESI negative: 1 pg chloramphenicol, S/N > 550,000:1 (RMS)
4. Mass stability: 0.05 u / 24 h
5. Mass accuracy: 0.1u
6. Must have a High speed scan with a scanning capability of up to 30,000 u/sec with 0.1amu step resolution
7. It must have Multiple reaction monitoring of not less than 550 scans/sec.( mrm transition speed : 550 channels/sec)
8. Polarity switching time of maxium 5msec
9. Cross Talk cannot be more than 0.0005%
10. Resolution: At least 6 orders
11. Pulse counting detector
12. The vacuum system should be of a differential type with Triple inlet turbo- molecular pump and one rotary pump.
13. The quadrupoles must be made of a system of molybdenum hyperbolic rods with pre-rods as filter for protection against contamination and ensuring long life
14. The RF power supply for the quadrupoles must be able to switch within 1 msec for next MRM analysis
15. The system should have Q-array focus optics operating in Field-Flow mode, multipole transfer optics

**SOFTWARE AND LIBRARIES**1. Must utilize a multi-tasking software allowing tasks such as data analysis, quantification or the printing and editing of reports to be performed
2. Must include software for method packages for residual Pesticides & LC/MS/MS Method Package for Aminoglycoside Antibiotics with ability to automate MRM and optimization
3. Must include pretreatment module for improving peak of polar pesticides
4. Quantitative analysis software for multiple components and multiple analytes in analysis of residual pesticides
5. Ability to view many chromatograms simultaneously for easy data review, overlaying of chromatograms with reference peaks.
6. System start-stop should be fully automated and controlled via the software.
7. Reporting format functions must be flexible with all MS packages.
8. This software must be 21 CFR compliant

**INSTALLATION, TRAINING AND COMMISSIONING**On-site installation and commissioning by factory-trained Engineer is required. Include Engineers training certificate After equipment installation, Full functional user training must be provided to the designated analysts/users on the use of instrument and software with regard to aspects related to the hardware, maintenance and software application, and must include at least 05 days for maintenance and software application. Details of the proposed training program must be attached with the tender for review.Certificates of Engineer to be provided in tender document The bidder must attach manufacture’s letter of Authorization to supply this equipment**WARRANTY**The warranty period of not less than 3years for the complete system, with applicable terms has to be stated.**ACCESSORIES THAT MUST BE INCLUDED INTO THE SYSTEM*** A LCMS start-up kit should be supplied as standard.
* Sample Vials with cap and silicone septum, 1.5mL (qty/100)
* Nitrogen Gas generator with minimal capability of 25l/min@6.5bars, purity ≥with integrated compressor
* Suitable LCMSMS columns with guard cartridges Qty 2
* LCMSMS Multiresidue Pesticide Kit – with at least 10 ampoules containing at least 200 components in total
* Ready-made Method package for LC and MS parameters and MRM transitions for Residual pesticides
* Ready-made Method package for LC and MS parameters and MRM transitions for Aminoglycoside Antibiotics
* Supplied with compatible 6 KVA UPS and extension batteries

**COMPLIANCE**Manufacturer ISO certificate must be provided **REFERENCE**Must have previously supplied at least 3 units of the same Brand of equipment in Africa. Support with reference letter or contracts from entities supplied. **DELIVERY**The equipment must be delivered within 4 months **Manuals**All Equipment Manuals shall be supplied at least English and French.French software where applicable shall be included |

**LOT 6: HIGH PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) MACHINE**

|  |  |  |
| --- | --- | --- |
| 1 | High Performance Liquid Chromatography (HPLC) | **Quaternary pump****Solvent Delivery System**Dual plunger reciprocating pump system Wetted Part Material: Stainless steel 316, ruby, sapphire, zirconia, PTFE, Carbon PTFE, PEEK, Vespel Solvent Compression Calibration: Real time feedbackPressure: 60 MPa/ 600Bars Settable Pressure Limiter Range: 0.0 - 60.0 MPaSettable Flow Range: 0.001 - 5.000 mL/minRecommended Flow Range: 0.010 - 2.500 mL/minFlow Rate accuracy: ±1 % (0.101 - 2.500 mL/min) Flow Rate Precision: RSD <0.05%Pressure Indication Accuracy: ±5 %**Six-Channel Degassing Unit**Flow Path: 6 (Pump: 4 flow paths/autosampler: 2 flow paths)Max Flow Rate: 5.0 mL/min Recommended Flow Rate: <3.0 mL/minChamber Volume: 480 µLMax Pressure: 0.2 MPa**Plunger Wash Pump** Flow Rate: 1mL/minDelivering Solvent: Distilled water onlyMax Pressure: 65kPa**Dynamic Mixer**Max Pressure: 40kPaMixer Volume: 2000µL Mixing Method: Stirring BarRecommended Flow Rate: <2.0mL/min **Conventional Mixer**Max Pressure: 60 MPaMixer Volume:700 µLLow pressure Gradient unitRecommended Flow Rate: 0.4 - 1.8 mL/min**Semi Micro Mixer**Max Pressure: 60 MPaMixer Volume: 200 µLRecommended Flow Rate: < 0.4 mL/minPower Supply; 230v 50Hz**Peltier heating/cooling System autosampler** **Specifications**Number of Sample: 200 x 1.5mL vials in 1 traySyringe Volume: 100 µLInjection Volume: 0.1 - 50 µl (100 µl syringe)Mechanism: X Direction; sample rack movement and Y/Z Direction; needle movementMax. number of injections per sample: 99Maximum cycle time: 999.9 minsTemperature/Humidity: 4°C to 35°C (non-condensing) /25 to 85%Reproducibility of injection volume: <0.3% RSD (10µL injection)Linearity of injection volume: R2 0.999Accuracy of injection volume: ±0.8% (50µL n=10)Carryover: <0.003% RSD (10µL of blank after 10µL of 60mg/100mL methylparaben)Withstand pressure: 60MPa.Wetted Part Material: SUS316, PEEK, fluororesin, EPDM, Vespel, UHMWPECooling Temperature Setting Range: 1 to 35 °CCooling Power: From 4°C to 5° below ambient temperature (between 15-25° ambient temperature)Temperature Range: 15 to 25 ºC and humidity of 60 %Ambient Humidity: 25 to 85%**Peltier heating/cooling Column Oven****Specifications**Temperature control system: Peltier heating/cooling systemTemperature Setting Range: 1°C to 85°C (0.1°C step)Temperature Accuracy: ±0.5°CTemperature Stability: ±0.1°CTemperature Safety Feature: Thermal protector (105°C) -Overheat prevention mechanism.Operating temperature range: 4°C to 35°CColumn Storage Capacity: 300 mm x 3 (maximum) with guard column. 3 ColumnsLiquid Leak Sensor: System will alarm if a leak is detected.**Solvent Cabinet/Organizer****Specifications****Output Power**One pumpOne autosamplerTwo detectorsOne interface control boardPower Supply/ Consumption: AC 100 V to 240 V (50/60 Hz), 520 VA Bottle CapacityExtra-large solvent cabinet6 x 1 L bottles and 3 x 500 mL bottle**Diode Array Detector****Specifications**Optical SystemSingle beam ratio photometry (dispersion by diffraction grating)Light Source: D2 Lamp, W Lamp, Hg Lamp for checking wavelengthWavelength Range: 190 nm to 900 nmWavelength Accuracy: ±1nmSlit Width: Fine 1 nm, Coarse 4 nmResponse: 0.01, 0.02, 0.05, 0.1, 0.5, 1.0, 2.0secs (in steps of 7)**Parameters**Temperature Range:4 °C to 35 °C Humidity Range: 25 % to 85 %Thermo Cell Temperature Control (optional): 40 °C, Range 4 °C to 30°C Noise Level. : <0.5 x 10-5 AUAutozero range: 0.2 to 2 AUOffset: 0 to 2 AU, 0.001 stepFlow Cell: Quartz glass, SUS, Fluorocarbon resinFlow Cell Capacity: 13 µLFlow Cell Pressure Resistance: 14.7 MPa**Fluorescence detector****Specifications**Source: Xe lamp & Hg lamp for wavelength calibrationExcitation wavelength range: 200 - 850 nmEmission wavelength range: 250 - 900 nmExcitation spectral bandwidth: 15nmEmission spectral bandwidth: 15 nm, 30 nm (Must be selectable)Wavelength accuracy: <±3nmWavelength reproducibility: ±0.5nmResponse: 0.01, 0.02, 0.05, 0.1, 0.5, 1.0, 2.0 s（7 steps selectable)Sensitivity: S/N > 3000 versus a Raman peak of water (Specified conditions）Flow cell: 12μL, 1.0 MpaFlow cell temperature control range: 40℃ (Thermo cell only, optional, Operation temperature 4~30℃）Time program: 9 steps, up to 600 minutes by increments of 0.1-minute Hg lampWavelength accuracy check: Hg lamp (254nm), Auto check**Refractive Index Detector****Specifications**Flow cell type: 2 chamber-type Measuring method: Deflection typeRefractive Index range: 1.00 to 1.75Measuring range: 0.25 to 512 micro-RIUDrift: 0.2micro-RIU/h (Pure water 1mL/min, PURGE OFF)Linearity range: 600 micro-RIUNoise: ≤2.5 nRIU (Pure water, response: 1.5sec)Response: 0.1, 0.25, 0.5 , 1, 1.5 , 2 , 3 , 6 secAuto zero: Full auto zeroAuto zero range: All rangeOff-set range: 10 micro-RIUOff-set response: 50 nRIUIntegrator output: DC 0 to 1VIntegrator output sensitivity: 2mV/micro-RIU, 8mV/micro-RIUCell volume: 8micro-LFlow rate (Usual): 0.2 to 3.0mL/min Flow rate (Max.): 10mL/min (solvent: pure water)Max. back pressure: 50kPaInternal volume• In to Cell: ca. 60micro-L • Cell to Out: ca. 600micro-LAll (Cell to out): ca.670micro-LRecorder output: 0 to 10mV/FSExternal output:• READY (temperature control) • LEAKERROR (ROM, RAM, PARAMETER, HOME POSITION, OVER-HEAT, OPTI.-BALANCE, INTENSITY)Temp. control: OFF, 30 to 55deg-C (1deg-C step), 77deg-C Temp. fuseCommunication port: USB Wetted materials: Stainless steel 316, Teflon, Quartz glass**Software control****Specifications**Software to provide full instrument control & automation, a complete suite of integration, calibration and reporting tools allowing for full 21CFR11 compliance.Includes license for installation on 1 (One) standalone computer or server and allows for the connection of 1 (One) instrument. Includes instrument control drivers. Runs under Windows 7 and 10, and Windows Server 2008 R2, 2012 R2 and 2016. DVD includes PDF user manuals.**PC Hardware**: Compatible Precision preferably Dell PC with Monitor and color laser printerSupplied with compatible 6 KVA UPSSupplied with C18 column (250mm x 4.6mm x 5µm) and starter consumables.Supply should include onsite installation, user training & qualificationManufacturer must p**rovide manufacturer’s authorisation****Manuals**All Equipment Manuals shall be supplied at least English and French.French software where applicable shall be included**Warranty,**At least 3-years warranty should be provided against equipment defects |

**LOT 7: ATOMIC ABSORPTION SPECTROMETER**

|  |  |  |
| --- | --- | --- |
| 1 | **Atomic Absorption Spectrometer** with Flame, Graphite Furnace and Hydride Generation Techniques | **Spectrometer Type*** Fast-sequential echelle set-up (focal length 380 mm) in single-beam configuration,
* Quartz-coated reflecting optics in a dust-free and light-proof encapsulation and purgeable
* With inert gas for maximum protection against dust and corrosive vapors

**Monochromator**: High resolution double monochromator with quartz prism and rotatable grating**Spectral Resolution** :0.002 nm at 200 nm (FWHM value ≤3.8 pm for as 193.7 nm)**Wavelength range:**185-900nm (continuous wavelength coverage up to 72 elements enabling access to all alternative absorption lines and molecular absorption lines e.g. PO, CS, GaF) **Wavelength Precision:** 0.4pm**Grating**: Holographic grating with 1800 lines/mm **Instrument Sensitivity**: Flame: (Cu 324) 0.015 mg/l 1%Abs using a 10 cm burner head (air/acetylene)**Graphite furnace**: (Pb 283) 0.66 µg/l 1%Abs (for 20 µL, peak area evaluation)**Detector**: CCD Array detector (200 pixels) with high quantum efficiency, increased UV sensitivity and low signal-to-noise ratios **Light source*** Water-cooled Xenon short arc lamp, continuum light source for fast interchange of elements/absorption lines (method parameter) without lamp exchange
* Alignment-free lamp replacement by the user

**Resolution**A high-resolution spectrometer with a detector maps a high- resolution absorption spectrum for each sample. Thus, providing comprehensive and extremely detailed information on the sample. The 3D spectrum display allows for visual proof of the correct evaluation of the absorption lines and their spectral background. It provides a tool for checking the absence of spectral interferences, which serves to assureCorrect measurements and strengthens confidence in results. **Background Correction**Automatic baseline correction (ABC), correction of structured background by reference measurement and/or correction of spectral interferences (CSI) **Atomizer**Dual atomizer conceptDesign: All atomizers mounted in one sample compartmentInterchange: Automatic atomizer interchange **Flame atomizer*** Burner: Coded Titanium burner head, 10 cm (air/acetylene), 5 cm (air/acetylene and nitrous oxide/acetylene) with automatic burner head recognition, adjustment of height and angle (0-90°)
* Nebulizer: Adjustable nebulizer with internal Pt/Rh capillary and acid-resistant ceramic impact bead
* Spray chamber: PPS spray chamber for aqueous and organic solutions
* **Safety and handling:**
* Multiple sensors monitoring burner head, siphon system and gas management system (GMS)
* Automatic ignition and shut down of flame, incl. in case of power outage or gas pressure drop
* Nebulizer-Burner system with quick-lock for easy replacement

**Hydride and Hg Generation*** Elemental range: Arsenic (As), Selenium (Se), Mercury (Hg), Antimony (Sb), Bismuth (Bi),
* Automated recognition of installed modules integrated with AAS software
* Reproducible change between burner head and cell module with quick –lock
* Upgradable Module “Hg plus- amalgamation unit (Gold-Platinum mesh) as add –on for best detection limits for mercury, protected by unique drying membrane
* Special Hg-cell for increased sensitivity.
* Integrated electrical unit

**Graphite Furnace*** **Function:** Transversely heated graphite furnace atomizer (THGA), included autosampler operation, integrated furnace USB camera, suitable for direct analysis of solid samples
* **Furnace control:** Temperature range from 0 °C to 3000 °C, programmable in intervals of 0.5 °C, heating rate up to 3000 °C/s, automatic Self Check System
* **Graphite tube:** Pyrolytically coated graphite (wall or pin-platform) tubes, self-aligning, sample volume up to 50 µL
* **Cooling:** Included water chiller with 2.5 L/min flow rate, free of sediments, 30-40 °C temperature range

**Auto sampler*** Cannula
* Fluid contact material: PTFE/MFA
* Number of channels: 1
* Internal diameters: 0.65 mm
* Minimal pipetting volume (one step) -1 µL
* Automatic cleaning and rinsing cycles
* Pre-configured cleaning control (blank level management)
* Maximum Dilution Factor (single step) -800
* Autocalibration from single/stock standards (automatic standard preparation)
* Over-range dilution
* Automated Standard Addition Calibrations
* Spiking
* Sample pre-concentration
* Automatic dosing of modifiers, buffers, defoamers
* Description
* Automatic handling of standards and samples
* Automatic calibration from multiple stocks
* Over-range dilution for samples with user-defined or automatically calculated dilution factor
* Fully integrated into the operating software
* Tray options: sample rack with 139 positions

**Data system****Software:** A computer-based software with optional 21 CFR Part 11 compliance, pre-configured analytical methods and reports, monitoring of quality parameters e.g. QC control charts, etc.**Requirements:** Operating system: PC – Windows 7, 8.1 or 10 (32-Bit or 64-Bit) PC: Graphic resolution 1280 x 1024 pixels or higher, mouse / trackball 2 USB 2.0 interfaceSupplied with compatible 6 KVA UPS and extension batteries **Manuals**All Equipment Manuals shall be supplied at least English and French.French software where applicable shall be includedWarranty 36 months |
|  | **Spectrophotometer HACH DR 3900** | Spectrophotometer DR 3900 VIS with RFID technology Operating Mode Transmittance (%), Absorbanceand Concentration, ScanningLight Source Gas-filled Tungsten (visible)Optical System Reference beam, spectralWavelength Range 320 to 1100 nmWavelength Accuracy ± 1.5 nm(wavelength range 340 to 900 nm)WavelengthReproducibility± 0.1 nmWavelength Resolution 1 nmWavelengthCalibrationAutomaticWavelength Selection Automatic, based on methodselectionSpectral Bandwidth 5 nmPhotometricMeasuring Range± 3.0 Abs(wavelength range 340 to 900 nm)Photometric Accuracy 5 mAbs at 0.0 to 0.5 Abs1 % at 0.50 to 2.0 AbsPhotometric Linearity < 0.5 % to 2 Abs≤ 0.01 % at >2 Abs with neutralglass at 546 nmStray Light < 0.1 % T at 340 nm with NaNO2Display 7 TFTWVGA (800 pix x 480 pix)Data Logger 2000 measured values (Result,Date, Time, Sample ID, User ID)PreprogrammedMethods> 240User Programs 100Sample CellCompatibility13 mm round, 16 mm round,1 cm & 5 cm rectangular, 1 round,1 squareDimensions(H x W x D)5.9 in x 13.8 in x 10 in(151 mm x 350 mm x 255 mm)Weight 9.26 lbs. (4.2 kg)Operating Conditions 10 to 40 °CStorage Conditions -30 to 60 °CEnclosure Rating IP30Power Supply Benchtop Power SupplyPower Requirements(Voltage)110 - 240 V ACPower Requirements(Hz)50/60 HzInterfaces USB type A (2), USB type B,Ethernet, RFID moduleWarranty 36 months |

Note: All metrology equipment must be supplied with valid calibration certificates from an accredited facility conforming to ISO/IEC 17025 Standard

**LOT 8: ANALYTICAL PHYSICO-CHEMICAL TESTING EQUIPMENT**

|  |  |  |
| --- | --- | --- |
| 1 | **Automatic Distillation Unit** | 1-Internal built-in heating/cooling unit which granting the following working temperatures:- +65°C…-0°C for condensing side, - +40°C…-0°C for receiver side.2-Low mass low voltage heater 600 W in order to heat sample up to +450°C.3-Automatic electric fan with electronic switch for rapidly cooling down end of analysis.4-Automatic fire extinguisher system5-Automatic barometric correction 6-Temperature resolution and accuracy 0.1°C 7-Volume resolution 0.02 ml.8-Volume accuracy ±0.1ml.9-Level following accuracy: ±0.1 ml10-Managed by a touch screen panel PC by means of the Lab-Link software running in Windows®11-Automatic determination of initial boiling point (IBP) and final boiling point (FBP)At least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 2 | Pensky-Martens Flash Point Tester  | 1-Detection System: Thermocouple and Ionization Ring2-Temperature Range: Ambient - 405°C3-Heating Rate: In accordance to ASTM D93 procedure A, B and C4-Stirring Rate: 0 to 300 ± 5 RPM5-Cycle Time: 5 minutes as per rapid fan cooling system Ignition Test6-Frequency: User selectable on per method basis7-Cooling: Integrated Dual Fan System8-Barometric Pressure: Automatic barometric Pressure Correction9-Methods & Data Storage: Limited only by PC hard disk drive space10-Temperature Calibration: Three Types come standard11-Communication: LIMS Connectivity via Ethernet and RS 232 ports. Two (2) USB ports 12-Security: Three (3) level password protection13-Safety: Fire prevention, detection, and suppression systems standard14-Gaz supply: Integrated fire extinguisher: CO2 or N2 inert gas; inlet pressure 400 kpa to 500 kpa.At least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 3 | **Total Sulfur Analyzer**  | 1-Analysis Method: Infrared absorption 2-Analysis Resolution: 0.01% 3-Sulfur Range: 0.1%-30%, or Customized range4-Analysis Time per Sample: ≤120s 5-Analysis Temp: 1350℃ 6-Temp. Control Precision: ±1℃ 7-Sample Mass :100mg-400mgAt least 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 4 | **For Point Apparatus**  | 1-Trough: Two, temperature controlled separately 2-Samples size: 2 samples in each trough 3-Temperature Range: Reach -30°C in 30 minutes and the lowest temperature is -70°C, 4-Refrigeration: Dry type over speed refrigeration technology without medium 5-Refrigerant: Fluorine free 6-Structure: Compact structure,At least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 5 | **Digital Electronic Densimeter** | 1-Measuring range:Density: 0 g/cm³ to 3 g/cm³Temperature: 0 °C to 100 °C Pressure: Up to 10 bar (145 psi) absolute pressure2-Accuracy:Density :0.0001 g/cm³Temperature: 0.03 °C (0.05 °F)3-Automation: Automatic sample changers4-Measuring time/sample: 20s5-Minimum sample volume: Approx. 1 mLAt least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 6 | **Thermostatic Bath for Viscosity** | 1-Temperature range: 10-100 °C2-Viscometer positions: 23-Bath material: Stainless steelAt least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 7 | **Set of Capillary Viscometers** | 1- ASTM D445/D446At least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 8 | **Conductivity Meter for Jet A1 Kerosene** | 1-Conductivity Measurement Range: 0 – 1999 pS/m 2-Temperature Measurement Range: -20°C to +60°C 3-Measurement Accuracy: - Conductivity: ±2 pS/m (for values < 100 pS/m),  ±2% (for values > 100 pS/m) 4-Temperature: ±0.5°C 5-Power Supply: Battery6-Housing: Painted sheet metal 7-Display: Protected by a flap with an integrated light sensor 8-Probe: Nickel-plated surface**Warranty,**At least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |
| 9 | **Automatic Colorimeter** | 1-Standard illuminant: 100W, 2-Temperature: 2750K ± 50K3-Standard color disk: No.1 to No.25 4-Colorimetric cylinder: Inner diameter 33 × 125 ± 5mm 5-Ambient requirement: -Temperature: 10°C to 40°C;-Humidity: ≤ 85% At least a 3-year warranty should be provided against equipment defectsPeriodic inspection (once a year for 3 years), to calibrate the equipment Provide installation and training |

5. Inspections and Tests

Inspections and tests will be conducted during the installation and commissioning of the equipment.

Any inspections and tests that maybe be required prior to delivery of the equipment shall be covered by the bidder.

PART 3 - Contract

|  |
| --- |
| Section VIII. General Conditions of Contract |

**Table of Clauses**

1. Definitions 78

2. Contract Documents 79

3. Fraud and Corruption 79

4. Interpretation 79

5. Language 80

6. Joint Venture, Consortium or Association 80

7. Eligibility 80

8. Notices 80

9. Governing Law 81

10. Settlement of Disputes 81

11. Inspections and Audit by the AFD 81

12. Scope of Supply 81

13. Delivery and Documents 81

14. Supplier’s Responsibilities 81

15. Contract Price 82

16. Terms of Payment 82

17. Taxes and Duties 82

18. Performance Security 82

19. Copyright 83

20. Confidential Information 83

21. Subcontracting 84

22. Specifications and Standards 84

23. Packing and Documents 84

24. Insurance 85

25. Transportation 85

26. Inspections and Tests 85

27. Liquidated Damages 86

28. Warranty 87

29. Patent Indemnity 87

30. Limitation of Liability 88

31. Change in Laws and Regulations 89

32. Force Majeure 89

33. Change Orders and Contract Amendments 89

34. Extensions of Time 90

35. Termination 90

36. Assignment 91

37. Export Restriction 92

**Section VIII. General Conditions of Contract**

|  |  |
| --- | --- |
| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them:“AFD” means the Agence Française de Développement;“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;“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto;“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;“Day” means calendar day;“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract; “GCC” means the General Conditions of Contract;“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;“Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC);“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**;“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;“SCC” means the Special Conditions of Contract;“Subcontractor” means any natural person, private or state 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;“Supplier” means the natural person, private or state 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;“The Project Site,” where applicable, means the place named in the **SCC**. |
| 2. Contract Documents | * 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 AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1 to the SCC.  |
| 4. Interpretation | * 1. If the context so requires it, singular means plural and vice versa.
	2. Incoterms

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;The terms CIP 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.* 1. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.* 1. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.* 1. Nonwaiver

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;Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.* 1. 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 | * 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.
	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 | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
 |
| 7. Eligibility | * 1. All Goods and Related Services to be supplied under the Contract and financed by the AFD shall have their origin in any eligible source as specified in the **SCC**. 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.
 |
| 1. Notices
 | * 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.
	2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
 |
| 9. Governing Law | * 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**.
 |
| 10. Settlement of Disputes | * 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.
	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**.
	3. Notwithstanding any reference to arbitration herein,
		1. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
		2. The Purchaser shall pay the Supplier any monies due the Supplier.
 |
| 11. Inspections and Audit by the AFD | * 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.
 |
|  | * 1. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.
 |
| 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. |
| 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 as specified in the SCC, 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 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 The Performance Security 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:The Purchaser or Supplier need to share with the AFD or other institutions participating in the financing of the Contract; Now or hereafter enters the public domain through no fault of that party;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; orOtherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 21. Subcontracting | 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 22. Specifications and Standards | 22.1 Technical Specifications and DrawingsThe Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, 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;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;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 named place of 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’ named place of 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 | 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, and/or at the Goods’ named place of 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 named place of 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 named place of 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: The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and 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:Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;The method of shipment or packing;The place of delivery; and 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 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 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 35. Termination | 35.1 Termination for DefaultThe 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: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; If the Supplier fails to perform any other obligation under the Contract; orIf the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.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 InsolvencyThe 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 ConvenienceThe 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;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: To have any portion completed and delivered at the Contract terms and prices; and/orTo 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 AFD 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. |

|  |
| --- |
| 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*.* |
| **GCC 1.1(i)** | The Purchaser’s country is: Djibouti |
| **GCC 1.1(j)** | The Purchaser is: TradeMark Africa  |
| **GCC 1.1 (o)** | Named Place of Destination is: ADN Laboratories, Djibouti City, Djibouti |
| **GCC 4.2** | The meaning of the trade terms shall be as prescribed by Incoterms.  |
| The version edition of Incoterms shall be Incoterms 2010*.*However, the definition of the place and date associated with “delivery” is modified as follows*:** + 1. Under “CIP” Incoterms defines “delivery” as the place and date where risk transfers from the seller to the buyer.
		2. In these Bidding Documents, when using “CIP” and not referring to the transfer of risk, the term “delivery” shall be interpreted as the date and place where the Goods and Related Services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedule.
 |
| **GCC 5.1** | The governing and communication language shall be English and French. |
| **GCC 7.1** | Goods and services from countries under embargo from France, the European Union or the United Nations are not eligible. |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:Attention: Mr. Joe Namwaya, Head of Procurement Office Adresse: TradeMark Africa, Djibouti Country Programme 4th Floor, Del Wais Tower Avenue Franchet D’Espèrey Plateau du Serpent BP 4113, Djibouti City: Djibouti Country: Djibouti Email: procurement@trademarkafrica.com  |
| **GCC 9.1** | The governing law shall be the law of*:* Djibouti |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s country.”**(a)Contract with foreign Supplier:****If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:**GCC 10.2—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.**If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:**GCC 10.2—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.**(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 Djibouti. |
| **GCC 13.1** | **For Goods supplied from abroad:**Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or by electronic way previously agreed between parties the full details of the shipment, including Contract number, description of Goods, quantity, the mode of transport, the bill of lading number and date, place of loading, date of shipment, place of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:(i) Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;(ii) Original and two (2) copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and two (2) copies of nonnegotiable bill of lading;(iii) Copies of the packing list identifying contents of each package;(iv) Insurance certificate;(v) Manufacturer’s or Supplier’s warranty certificate;(vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and(vii) Certificate of origin.The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.**For Goods from within the Purchaser’s country:**Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:(i) copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;(ii) delivery note, railway receipt, or truck receipt;(iii) Manufacturer’s or Supplier’s warranty certificate;(iv) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and(v) certificate of origin.The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 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 USD dollars 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 documents or another form acceptable to the Purchaser;(ii) **On Shipment:** Eighty (80) 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:** Ten (10) 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 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 USD, 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 documents or another form acceptable to the Purchaser;(ii) **On Delivery:** Eighty (80) 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 ten (10) 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 16.1** | Payment to the Supplier of the amounts due in each currency shall be made into the following bank accounts: |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.The interest rate for payments in foreign currency that shall be applied is 1% of the contract sum. *[insert LIBOR + 200 bp].* |
| **GCC 17.3** | The following taxes, duties and fees exemptions apply to the Contract: customs duties on imported goods only. |
| **GCC 18.1** | The amount of the Performance Security shall be: 10% of the contract price.  |
| **GCC 18.3** | The Performance Security shall be in the form of aBank GuaranteeThe 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: Not later than twenty-eight (28) days following the date of issuance of the final acceptance certificate by the Purchaser confirming that all Goods have been delivered, installed, commissioned, and training completed as per the Contract requirements, and the expiration of the warranty period specified in GCC 28.3, provided no claims are pending against the Supplier. |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: Sturdy wooden crates suitable for sea freight, marked with “Fragile - Laboratory Equipment,” Contract No. PO/2024XXXX, and destination address (ADN Laboratories, Djibouti City), including a detailed packing list and handling instructions. |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.  |
| **GCC 25.2** | Incidental services to be provided are: Installation, commissioning, training of Purchaser’s personnel on-site at ADN Laboratories, and after-sales services as specified in Section VII - Schedule of Requirements. |
| **GCC 26.1** | The inspections and tests shall be: as specified in Section VII - Schedule of Requirements. |
| **GCC 26.2** | The Inspections and tests shall be conducted at: ADN Laboratories, Djibouti City, Djibouti. |
| **GCC 27.1** | The liquidated damage shall be: 0.5% per week |
| **GCC 27.1** | The maximum number of liquidated damages shall be: 10% % |
| **GCC 28.3** | The period of validity of the Warranty shall be: Lot 1,2 and 3:1 year Lot 4: 2 yearsLot 5, 6,7,8: 3 years For the purposes of the Warranty, the named place of destination shall be:ADN Laboratories, Djibouti City, Djibouti. |
| **GCC 28.5 and GCC 28.6** | The period for repair or replacement shall be: 30 days. |

**Appendix 1 to Special Conditions of Contract:**

 **Prohibited Practices Policy and environmental and social responsibility**

1. **Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

1. Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
2. Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

1. Corruption of a Public Officer means:
2. The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
3. The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
4. A Public Officer shall be construed as meaning:
5. Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
6. Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
7. Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
8. Corruption of a private person means:
9. The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
10. The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
11. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
12. Anti-competitive practices mean:
13. Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
14. Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
15. Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.
16. **Environmental and social responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

1. Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
2. Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

Attachment: Price Adjustment Formula

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

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

P1 = P0 [a + bL1 + cM1] - P0

 L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to the Supplier;

P0 = 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;

L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively;

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

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

a = *[insert value of coefficient]*

b= *[insert value of coefficient]*

c= *[insert value of coefficient]*

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

Base date = 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 unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment;

(b) If the currency in which the Contract Price P0 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 correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above;

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

|  |
| --- |
| Section X. Contract Forms |

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

**Table of Forms**

Letter of Acceptance 104

Contract Agreement 105

Performance Security (Bank Guarantee) 107

Advance Payment Security 108

Letter of Acceptance

*[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 Contract Price 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 institution.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of Institution:

**Attachment: Contract Agreement**

Contract Agreement

THIS AGREEMENT made

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

BETWEEN

(1) *This contract is made between TradeMark Africa (“TMA”) having its principal place of business at DW Tower, 4th Floor, Plateau du Serpent, Djibouti City, Djibouti* (hereinafter called “the Purchaser”), 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”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., ***Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Laboratory Equipment for the Djibouti Standards and Quality Agency (ADN)*** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)**]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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.

1. The Letter of Acceptance;
2. The Bid Submission Form and Appendix to Bid Submission Form (including the signed Statement of Integrity);
3. The Addenda Nos.\_\_\_\_\_ (if any);
4. Special Conditions of Contract;
5. General Conditions of Contract;
6. The Specification (including Schedule of Requirements and Technical Specifications);
7. The completed Bidding Forms (including Price Schedules);
8. Any other document listed in GCC as forming part of the Contract.

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. 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.

5. 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 ***Djibouti***on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

In the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Performance Security (Bank Guarantee)

**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]*, 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 first 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…, and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

Advance Payment Security

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]* upon receipt by us of the Beneficiary’s first 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:

* + 1. Has used the advance payment for purposes other than toward delivery of Goods; or
		2. Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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 date].*, 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s)]*

1. Non-performance shall include all terminations of contracts where (a) non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the supplier. Non‑performance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. [↑](#footnote-ref-2)
2. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-3)
3. In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant. [↑](#footnote-ref-4)
4. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-5)