High Commission of India Kampala

Tender Document

for

Supply of 20 Laptops to the Ministry of East African Community Affairs, Government of Uganda

Tender No.: <u>KAM/101/2/2018</u> Tender Published: <u>4th November, 2019</u> Last date for submission of bids: <u>25th November, 2019 @ 1300</u> <u>hrs.</u> Tender Document is available for downloading at

www.hci.gov.in/kampala

High Commission of India Plot No. 11, Kyadondo Road Nakasero, Kampala - Uganda

High Commission of India Kampala

TENDER NOTICE

High Commission of India, Kampala invites sealed quotations from Original Manufacturers / Suppliers of Laptops or their authorized distributors for supply as per specifications given in the Tender Documents on CIF Kampala basis.

Tender document can be obtained from the High Commission of India, Kampala between 1100 hrs. to 1500 hrs. on all working days or downloaded from Mission's website: *https://hci.gov.in/kampala*.

The sealed quotations would be accepted till <u>5:30 pm on 25th November, 2019</u>. EMD Pay/Order/Demand Draft of <u>US\$ 1,200/-</u> favouring High Commission of India, Kampala, should be submitted along with the bid. The quotations should be submitted in sealed envelopes, clearly superscribed as 'Tender for Supply of Laptops and Accessories to the Government of Uganda 2019. The sealed quotations would be opened on <u>28th November</u>, <u>2019 at 1500 hrs</u>. at the Mission in the presence of the authorized representatives of the companies present. High Commission of India, Kampala reserves the right to modify the tender document or reject one or all of the bids without assigning any reasons.

Head of Chancery High Commission of India 11 Kyadondo Road Nakasero, Kampala – Uganda Tel: +256-41-4344631

SECTION I

INVITATION FOR BIDS [IFB]

1. High Commission of India, Kampala invites sealed bids from eligible bidders for supply of 20 laptops to Ministry of East African Community Affairs, Government of Uganda on CIF – Kampala basis as per Schedule of Requirements:

2. **Contact Information:**

Head of Chancery High Commission of India Plot No. 11, Kyadondo Road, Nakasero, PO Box No. 7040 Kampala – Uganda Tel: _256-414-344631 Email: <u>hoc.kampala@mea.gov.in</u> / website: <u>www.hci.gov.in/kampala</u>

3. Date of submission of bids and opening of bids

- (a) Last date for submission of bids on <u>25th November, 2019</u>
- (b) Technical Bid will be opened on <u>28th November, 2019</u> at High Commission of India, Kampala
- (c) The representatives of bidders may choose to attend the opening of the bids.
- (d) The bidder's name, bid prices, discounts and such other details considered as appropriate by High Commission of India, Kampala will be announced at the time of opening of the bids.

4. **Two Bid System** – The two bid system will be followed for this tender. In this system bidder must submit offer in two separate sealed envelopes as explained below:

(a) **Envelope No. 1: "Technical Bid" shall contain:**

- (i) Bid form as per <u>Annexure IV</u>.
- (ii) **Tender Fee:** No Tender Fee as it is an open tender hence can be downloaded from website.
- (iii) Estimated Cost put to Tender [ECPT]: The ECPT of the above proposal is <u>US\$</u> 24,000/-.
- (iv) **Earnest Money [EMD] 5% of ECPT i.e.** <u>US\$ 1200/-</u> in the form of Demand Draft drawn on Bank of Baroda (U) Ltd., Payable at Kampala or Bank Guarantee [BG] as per the prescribed format [Annexure –I], as mentioned at Clause 5.1 (a) of Section II.
- (v) Duly filled Technical Bid along with compliance chart with proper seal and signature of authorised person on each page of the bid submitted.
- (vi) The person signing the bid should be the duly authorised representative of the firm / company, for which a certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm / company should be annexed to the bid.

- (vii) Self-Attested copy of VAT / GST, Service Tax Number / Registration certificate as applicable.
- (viii) Audited balance sheet for the last 3 financial years justifying that bidder has minimum average annual turnover as defined in eligibility conditions defined under <u>Clause 8</u>, <u>Section II</u> of the tender document.
- (ix) The bidder must submit detailed technical specifications, make and model, part number and compliance to the **Schedule of Requirement [Section VII]** for which bid is submitted.
- (x) Authorised companies / distributors / dealers in Uganda are allowed to bid for the items as mentioned in the tender document. The specific authorisation letters from Principal [s] clearly indicating that the bidder is competent to sell and provide services for all the above laptops mentioned in the scope of supply given in this tender document.
- (xi) The installation and warranty services are required in Uganda on site. The bidder must provide the plan / arrangement for installation and warranty services to be provided at site. The bidders should have either have their own branch office / service centre or should provide service through local dealer / service provider in Uganda.
- (xii) The copies of relevant document like work orders / purchase orders / completion certificate, etc. in support of required experience defined under Eligibility conditions.
- (xiii) The bidder must sign each page of this bid document, and submit the complete document without detaching any page with their offer. All pages of bid document should be numbered and indexed. The bidder must also attach a certificate conveying acceptance of all the terms and conditions of the bid document.
- (xiv) Bidder must provide an undertaking as per Annexure V

(b) Envelope 2: "Commercial Bid" shall contain:

- (i) Price schedule complete in all respects with proper seal and signature of authorized person.
- (ii) Both the Technical bid and Commercial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1 – Technical Bid" and Envelope no. 2 – Commercial Bid. Both sealed envelopes should be placed in third larger envelope clearly mentioning "Technical Bid and Commercial Bid for Tender for supply of 20 Laptops -2019 and addressed to:

Head of Chancery High Commission of India Post Box No.7040 Plot No. 11, Kyadondo Road, Nakasero, Kampala, Uganda

Please write tender number on each envelope and seal all the envelopes.

5. **Important dates.**

- (i) Last date for download of tender document is <u>25th November 2019</u> upto 1700 hrs.
- (ii) The pre bid meeting shall be held on <u>11th November 2019 at 15:00 hrs.</u>

High Commission of India Post Box No.7040 Plot No. 11, Kyadondo Road, Nakasero, Kampala, Uganda

- (iii) All the prospective bidders / authorised representative of the bidders who have purchased / downloaded the tender document may attend the pre-bid conference to get their queries and clarification replied, it any. The bidder should depute senior level representative[s] who should be well conversant with the subject and bid requirements. Due to security reasons, Bidders, willing to attend the pre-bid conference, are requested to convey their contact details to High Commission of India latest <u>by 1700</u> <u>hrs. on 10th November, 2019</u> [one day before meeting] so that necessary arrangements could be made. Details are to be conveyed through email to <u>hoc.kampala@mea.gov.in</u>. The queries, if any, will have to be submitted in writing on / before the date of Pre-bid meeting and the answers to the queries will be made available on website. No queries shall be entertained after the pre-bid meeting.
- (iv) Last date for submission of bids <u>25th November, 2019 upto 1700 hrs</u>.

Head of Chancery High Commission of India Post Box No.7040 Plot No. 11, Kyadondo Road, Nakasero, Kampala, Uganda

(v) Technical bid will be opened on <u>28th November, 2019 at 1500 hrs.</u>

High Commission of India Post Box No.7040 Plot No. 11, Kyadondo Road, Nakasero, Kampala, Uganda

(vi) The bidder's authorised representative [max two] can attend the bid openings.

6. **Opening of Price Bids**

Price bids of the substantially responsive bidders will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the time place and date to be informed later.

SECTION II:

INSTRUCTIONS TO BIDDERS [ITB]

1. **Delivery Period / Timelines**

The complete supply must be dispatched within 15 days from the date of placement of purchase order.

2. Locations for the Supply, Installation & Warranty Services

The laptops are required to be supplied at the <u>Ministry of East African Community</u> <u>Affairs, Kampala with one year warranty.</u>

3. Order Placements and Release of Payment

The purchase order and payment shall be processed by **Head of Chancery, High Commission of India, Kampala – Uganda.**

4. Amendment of Bidding Documents

At any time prior to the deadline of submission of bids, High Commission of India, Kampala may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5. Estimated Cost put to Tender [ECPT]: The ECPT of the above proposal is U<u>S</u>\$ <u>24000/-.</u>

5.1 Earnest Money Deposit [EMD]

- (a) The tender documents must be accompanied by Earnest Money Deposit [EMD] (i.e. 5% of ECPT] of <u>US\$ 1200/-,</u> in the form of a Demand Draft drawn on Bank of Baroda [U] Ltd., Payable at Kampala or Bank Guarantee [BG] as per the prescribed format <u>[Annexure -II]</u>.
- (b) The EMD will be returned to the bidder[s] whose offer is not accepted by High Commission of India, Kampala within 30 days from the placing of the final order[s] on the selected bidder[s]. EMD will not carry any interest.
- (c) The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order, failing which the EMD shall be forfeited and the order will be placed to the next successful bidder.
- (d) <u>The EMD shall be forfeited:</u>
- (i) If the bidder withdraws the bid during the period of bid validity specified in the tender.
- (ii) In case a successful bidder, fails to furnish the Performance Bank Guarantee.
- (iii) If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract / order.

6. **Period of validity of bids**

- (a) Bids shall be valid for <u>180 days</u> from the date of submission of bids. A bid valid for a shorter period shall stand rejected.
- (b) High Commission of India, Kampala may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

7. Submission of Bids

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Eligibility Criteria:

- (i) Bidder must be a company/firm incorporated in Uganda.
- (ii) The bidder should have minimum average annual turnover of **US\$ 100,000/-** during the last three financial years.
- (iii) Compliance of the specifications is must, failing which the bid shall be rejected. Bidder to enclose the compliance from OEM.
- (iv) The bidder must have successfully executed at least
 - (1) One purchase orders / contracts / agreements of worth US\$ 19,200/- or
 - (2) Two purchase orders / contracts / agreements of worth US\$ 12,000/- each or

(3) **Three** purchase orders / contracts / agreements of **US\$ 9,600/-** each similar work during last 7 years with Government Institutions.

9. Late Bids

Any bid inadvertently received by High Commission of India, Kampala after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

10. Award of Contract

Award Criteria:

- (a) High Commission of India, Kampala shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid.
- (b) The lowest price criteria shall be applied on the total.
- (c) If more than one bidder happens to quote the **same lowest price**, High Commission of India, Kampala reserves the right to split the order and award the contract to more than one bidder.

11. Purchaser's Right to Amend Scope of Work

If, for any unforeseen reasons, High Commission of India, Kampala is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

12. Interpretation of the Clause in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, High Commission of India, Kampala's interpretation of the clauses shall be final and binding on all parties.

SECTION III:

SPECIAL CONDITIONS OF CONTRACT [SCC]

1. Prices

- (a) The price quoted shall be considered firm and no price escalation will be permitted.
- (b) Bidders must quote the price in the format given in Price Schedule at <u>Section V</u> of this document.
- (c) All items are to be quoted only in US Dollars.
- (d) The prices quoted should be inclusive of freight, insurance & packing.

2. Taxes and Duties

- (a) The price quoted should be inclusive of freight and insurance till Kampala. The items will be exempted from payment of customs duty by Government of Kampala. Necessary Customs Duty Exemption Certificate shall be arrange by High Commission of India, Kampala as and when required.
- (b) The consignment will be cleared by Government of Kampala. However, the bidder should insure the consignment till actual delivery to the end-user.

3. **Performance Bank Guarantee [PBG]**

The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 10% [Ten percent] amount of the Purchase Order within 5 working days of receipt of Purchase Order, as per the format attached to this document [Refer to Annex -II]. This Bank Guarantee shall remain valid for 60 days beyond the date of completion of the Defect Liability Period / Warranty Period of 01 year.

4. Warranty:

All the items covered under the schedule of requirements, shall carry **minimum 01 year on site comprehensive warranty from the date of installation & commissioning of 20 Laptops.** The bidder must undertake to provide the installation and warranty service at Kampala. The repairing / rectification / replacement / configuration required, if any, of the items under warranty must be done at on site workshop.

5. **Payment:**

The payment shall be released to the Contractor as per following payment milestones:

- (a) <u>1st Payment milestone:</u> 70% of the contract value on dispatch of laptops subsequent to issue of Final Dispatch Clearance Certificate [FDCC] by High Commission of India. The bidder would have to submit dispatch documents in support of the claim.
- (b) <u>2nd Payment milestone:</u> 30% of the contract value against successful installation and commissioning of supplied laptops on certification by High Commission of India, Kampala

6. **Penalty for Delayed Services**

- (a) High Commission of India, Kampala reserves the right to levy **penalty** @ of 0.5% of CIF value per day of delay beyond the scheduled date of deliveries / execution of the order successfully, subject to maximum of 5% of the order value.
- (b) High Commission of India, Kampala reserves the right to cancel the order in case the delay is more than 15 days.
- (c) The penalties, if any, shall be recovered from the 10% claim due after installation & commissioning.

7. Force Majeure:

High Commission of India, Kampala may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature [like earthquakes, floods, storms etc.], acts of states, the direct and indirect consequences of wars [declared or undeclared], hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

SECTION IV

GENERAL TECHNICAL SPECIFICATIONS

Brand	Microsoft Surface, Dell, HP
No. of Laptops	20 [Twenty]
CPU Technology	Core i7
System Memory	16GB RAM
Display	15 inch screen
Hard Disk	SSD/1000 GB Disk size,
Operating System	Windows 10 professional
Optical Disk	Optional
Wireless Connectivity	Wifi/Bluetooth
Bluetooth	Yes
Built in Camera	Yes
Expansion Slots	HDMI/USB ports
Battery Back up	6 hrs
AC Adapter	220volts
Warranty	1 year

SECTION V

Format for Submitting the Price Schedule for supply of 20 Laptops to Ministry of East African Community Affairs

BID No.

Date:

То

Head of Chancery High Commission of India Plot No. 11, Kyadondo Road Nakasero, Kampala Uganda

Price Schedule

S. No.	ltem	Total Bid Quantity	Unit Price [in US\$]	Total Price [in US\$]
1	2	3	4	5

Note:

1. Above quoted prices for laptops are complete in all respect as per technical specifications inclusive of all taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation & other charges etc.

2. Certified that rates quoted for laptops are as per specifications, terms & conditions mentioned in the bid document.

Yours faithfully,

[Signature of Authorised Signatory] Name & Designation: Company Seal:

SECTION VI

COMMERCIAL PRICE SCHEDULE

Supply, Testing & maintenance of Laptops for Uganda.

S. No	Item Description	Specifi- cation	Unit	Qty	CIF Rate per unit (US\$) all taxes)		Total Amount US\$	
					Figures	Words		
				А	(B)			
		As per Tender	units					
Tota	•	Price i	n					

Total Composite Price (In words)

Note: Except customs and other applicable taxes in so far import of equipment from India or third country is concerned in connection with supply of Laptops to Uganda.

SECTION VII

Schedule of Requirements [SoR]

Supply, Testing & maintenance of 20 Laptops for Uganda.

SI. No.	Item Description	Specification	Unit	Quantity
1.	Laptops	As per Tender	20	20

Annexure-I

No.

Guarantee

PROFORMA OF BANK GUARANTEE

Bank

То

Head of Chancery High Commission of India Plot No. 11, Kyadondo Road Nakasero, Kampala Uganda

Dear Sirs.

Whereas the High Commission of India, having its office at 11 Kyadondo Road, Nakasero, Kampala – Uganda (hereinafter called the HCI) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has invited Tender **No_KAM/101/2/2018** and M/s_____ having Registered / head office at

	(Hereinafter
called the "Bidder" which expression shall, unless rep	ougnant to the context or the
meaning thereof, mean and include alt its successors,	
assignees) have submitted a Bid Reference No	
and Bidder having agree to furnish as a conditions p	• •
tender as unconditional and irrevocable bank guaran	•
Dollars Only) for the	
obligations as contained in the tender Document supp	
of India specially the conditions that (a) Bidder shall ke	
of day i.e. from to	or any extension
thereof, and shall not withdraw or modify it in a manne Commission of India (b) the Bidder will execute the co	
furnish performance guarantee in the format prescribe	
India within the required time. The Bidder has ab	
accepted these conditions. The High Commission of	•
agreed that Bid submitted by the Bidder is an offer ma	
Bid, if submitted would be kept open in its origina	
modification in a manner not acceptable to the High	
period ofdays i.e. from	
or any, extension thereof and that	
shall be regarded as an unconditional and absolute a	cceptance of the conditions,
contained in the Tender document. They have furth	er agreed that the contract
consisting of Tender document and submission of the	•
be a separate contract distinct from the contract wh	
when the Bid is finally accepted by the High	
consideration for this separate initial contract preceding	
High Commission of India is not agreeable to sell the	
Bidder and to consider the Bid to be made except on the	ne condition that the Bid shall

be kept open for the period indicated above and the Bidder desires to submit a Bid on this condition after entering into this separate initial contract with the High Commission of India promises to consider the Bid on this condition and Bidder agrees to keep this Bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

2. registered (indicate the name of Bank) under the laws Therefore, we head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing US Dollars all money to the extent of [Rupees only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the High Commission of India on the bank shall be conclusive and binding notwithstanding any difference between the High Commission of India and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the High Commission of India in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the High Commission of India at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

4. The bank further agree that as between the bank and the High Commission of India, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the High Commission of India shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the High Commission of India or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the High Commission of India that the High Commission of India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the High Commission of India or any indulgence shown by the High Commission of India to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained herein in above our liability under his Guarantee is limited to USD_____[US Dollars______only] in aggregate and it shall remain in full force upto ______ [225 days from the date of bid opening]) unless extended further from time to time, for such period as may be instructed in writing by M/S ______ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before ______ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said

date/extended date, the rights of the High Commission of India under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the High Commission of India under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to the High Commission of India a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the High Commission of India by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date all rights of the High Commission of India under this guarantee shall be valid and shall not cease until we have satisfied that claim,

8.	In witness	where of the	Bank, through	its authorized	officer, h	has sent it	s hand
&	stamp	on	this		day	of	at
		of		_at	of		
		(month & yea	ar).				

Signature (Full name In capital Letters) Designation with bank stamp Witness No.1

Signature (Full name and address in capital letters)

Witness No.2 Attorney as per power of attorney

No._____ Date

Signature

(Full name and address in capital letters)

Form of Performance Guarantee / Bank guarantee bond

In consideration of the High Commission of India, Kampala (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between______ and ______ (hereinafter called "the said contractor(s)" for the work ______ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for US\$______ (US Dollars______ Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____(hereinafter referred to as the "Bank") hereby undertake to(indicate the name of the Bank) pay to the Government an amount not exceeding US\$_____(US Dollars _____ Only) on demand by the Government.

We ______ do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding US\$ (US Dollars)

We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shalt have no claim against us for making such payment.

We______further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid; and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

We ______further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations here under, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

We

lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

This Guarantee shall be valid up to______unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to US\$_____ (US Dollars______ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated_____ day

of

(Indicate the name of the Bank)

Annexure -III

MANUFACTURER AUTHORISATION FORMAT

[On Manufacturer's / Authorised Distributor's Letterhead]

Date:

The Head of Chancery High Commission of India Kampala – Uganda

Subject: Manufacturer / authorized distributor authorization against Tender No: <u>KAM/101/2/2018</u> for supply of 20 Laptops to Ministry of East African Community Affairs, Kampala – Uganda

Dear Sir,

We, M/s [*Name of the manufacturer*] having registered office at [*address of the manufacturer*] by virtue of being manufacturer for [*name of the product/s*], hereby authorise M/s [*Name of the bidder*] having their office at [*address of bidder*] to submit quote, negotiate, supply, provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s [*Name of the manufacturer*] within the scope of requirement as per the tender mentioned above through its authorized partner M/s [*Name of the bidder*] shall provide support and product warranty services for a minimum period of 1 year from the date of supply at Kampala.

The undersigned is authorized to issue such authorization on behalf of M/s [Name of the manufacturer].

For M/s [Name of the manufacturer]

Signature & Company Seal Name: Designation: Email: Mobile No.

Annexure-IV

BID-FORM

Subject: Supply and Installation of Laptops to Uganda

1	Name of the bidder	
2	Address of Head Office Telephone Fax No. E-mail Address :	
3	Address of office in Uganda	
4	Address for communication if different	
5	Legal Status	
6	Place & date of incorporation establishment registration	
7	Total Number of permanent Employees	
9	Whether any part of the work is proposed to be sub contracted, if so, whether relevant details have been given in the offer	

Place:

(Name & Signature of Authorized Representative)

<u> Annexure – V</u>

Declaration Letter

Date____

Tender

No._____

То

Head of Chancery High Commission of India 11 Kyadondo Road Nakasero, Kampala Uganda.

Dear Sir,

We _____ hereby declare that [Bidder Name]

- (i) we accept all terms and conditions in the tender document.
- (ii) performance Bank Guarantee of 10% of the order value will be submitted within 10 days in case High Commission of India decides to place the purchase order.

(iii) we are not under a declaration of ineligibility for corrupt and fraudulent practices.

- (iv) we have submitted genuine documents. If High Commission of India find that any forged document submitted by us, High Commission of India may terminate us and forfeit my EMD and take stringent action against us as per Gol guidelines.
- (v) we accept that all doubts, concerns or ambiguity in the tender document, if any, have been raised by us during the pre-bid conference; the same have been clarified through the pre bid minutes.
- (vi) if we raise any doubt, concerns, ambiguity issues, interpretation issues, after submission of the bid, Ministry may disqualify us from bidding process without

prior notification & may also forfeit my EMD and I will accept the Ministry's decision.

- (vii) we accept that all clauses, sub clauses and annexure in the tender document are explicitly defined.
- (viii) we will accept High Commission of India's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate the bid process and not try to stall the process; if do so, High Commission of India may take stringent action against us.

(ix) we will follow all guideline mentioned in the tender documents.

(x) we accept all points mentioned above, even if, I have not attended pre-bid conference.

Signature:

Seal: