Republic of Uganda
The Electoral Commission
Standard Bidding Document
for the
Procurement of Supplies

OPEN INTERNATIONAL BIDDING

Subject of Procurement: **Supply and Implementation of Election Results and Dissemination System (ERTDS) and Equipment, Connectivity, Cyber security solution, Video Wall and Display Screens for ERTDS Communication Network.**

Procurement Reference Number: EC/SUPLS/2019-2020/00829

Date of Issue: MARCH 2020

PREFACE

1.	This Standard Bidding Document (SBD) has been prepared by the Public Procurement and Disposal of Assets Authority (PPDA) for use by Procuring and Disposing Entities (PDEs) for the procurement of Supplies. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Public Procurement and Disposal of Assets Act, 2003 and the Public Procurement and Disposal of Assets Regulation, 2014 and best international procurement practices.

2.	This SBD for the Procurement of Supplies is suitable for use under the Open (International or Domestic) Bidding procurement method with or without pre-qualification. It is also suitable for the Restricted (International or Domestic) Bidding procurement method. The SBD may also be used for procurement under the Direct Procurement method with appropriate modifications to the document.

3.	For procurement under the Quotation Procurement Method a simpler SBD has been developed, "the Request for Quotations and Purchase Order", which is generally more appropriate for this method.

4.	This SBD is suitable for lump-sum contracts. The User Guide to this SBD indicates the circumstances in which its use is most appropriate.

5.	This SBD provides recommended wording for Technical Compliance Selection (TCS) as the preferred evaluation methodology for Supplies.

6.	Before using this SBD, the user should be familiar with the PPDA Act and Regulations and should read the User Guide to this SBD which has been prepared to provide guidance to public officials in the correct use of the Standard Bidding Document (SBD) for Supply as a model for preparing an individual Bidding Document.

	PPDA welcomes any feedback or comments from the users of this SBD which will assist in improving this document.

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Standard Bidding Document

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BID NOTICE UNDER OPEN BIDDING

March, 2020

Supply and Implementation of Election Results and Dissemination System (ERTDS) and Equipment, Connectivity, Cyber security solution, Video Wall and Display Screens for ERTDS Communication Network. *EC/SUPLS/19-20/00829*

1. The **Electoral Commission** has allocated funds to be used for the **Supply and Implementation of Election Results and Dissemination System (ERTDS) and Equipment, Connectivity, Cyber security solution, Video Wall and Display Screens for ERTDS Communication Network.**

2. The Entity invites sealed bids from eligible bidders for the provision of the above supplies.

3. Bidding will be conducted in accordance with the **Open International Bidding** method contained in the Public Procurement and Disposal of Public Assets Act, 2003, and is open to all bidders.

4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 8(a) from **8:30a.m to 12.30 pm and 2.30pm to 4.30pm**.

5. The Bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below at 8(b) and upon payment of a non-refundable fee of **UGX 200,000**. The method of payment will be **by Bank in-slip obtained from cashiers office and** Deposited in **Diamond Trust Bank Jinja Road branch**. The document will be **delivered by hand**. No liability will be accepted for loss or late delivery.

6. Bids must be delivered to the address below at 8(c) at or before **2.00 pm 13th May, 2020**. All bids must be accompanied by a bid security of **Lot 1: UGX 18,000,000/= (Eighteen million only), Lot 2: UGX 40,000,000/= (Forty million only), Lot 3: UGX 8,000,000/= (Eight million only), Lot 4: UGX 9,000,000/= (Nine million only), Lot 5: UGX 125,000,000/= (one hundred twenty five million only).** Bid securities or bid securing declarations must be valid until **2nd November, 2020**. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend at the address below at 8(d) at **02.15 pm 13th May, 2020**.

7. There shall be a pre **NO** bid meeting on at **N/A** in the EC Boardroom 15 via Teleconferencing.

8. (a) Documents may be inspected at: **Procurement Unit Room 9**

   (b) Documents will be issued from: **Procurement Unit Room 9**

    (c) Bids must be delivered to: **Procurement Unit Room 9**

    (d) Address of bid opening: **Boardroom, Room No. 15**

9. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid notice	26th March, 2020
b. Pre-bid meeting where applicable	N/A. Bidders are advised to make requests for clarifications via email address: gmwanyoto@yahoo.com
c. Bid closing date	13th May, 2020 at 11.00am
d. Evaluation process	By 10th June 2020
e. Display and communication of best evaluated bidder notice	15th-26th June , 2020
f. Contract signature	10th July, 2020

Yours sincerely,

Secretary Electoral Commission

PART 1 – Bidding Procedures

Section 1: Instructions to Bidders

Table of Clauses

Section 1: Instructions to Bidders

A. General

1.   Scope of Bid

1.1   The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of Supplies and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.

1.2   Throughout these Bidding Documents:

(a)   the term "in writing" means communicated in written form with proof of receipt;

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

(c)   "day" means working day.

1.3   Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act, 2003 and Public Procurement and Disposal of Public Assets Regulations, 2014.

2.   Source of Funds

2.1   The Procuring and Disposing Entity indicated in the BDS has an approved budget from Government funds towards the cost of the procurement named in the BDS. The Procuring and Disposing Entity intends to use these funds to place a contract for which these Bidding Documents are issued.

2.2   Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3.   Corrupt Practices

3.1   It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Bidders and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Uganda;

(a)   defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

(b)   will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(c)   will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.

3.2   Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.

3.3   In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity may terminate a contract or be ordered by the Public Procurement and Disposal of Public Assets Appeals Tribunal to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Bidder or Provider during the procurement or the execution of that contract.

3.4   In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda requires representatives of both the Procuring and Disposing Entities and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.

3.5   In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Authority, where the provider is debarred from the procurement processes of an international agency of which Uganda is a member.

3.6   Any communications between a Bidder and the Procuring and Disposing Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring and Disposing Entity.

4. Eligible Bidders

4.1   A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:

(a)   the bidder has the legal capacity to enter into a contract;

(b)   the bidder is not:

(i)   insolvent;

(ii)   in receivership;

(iii)   bankrupt; or

(iv)   being wound up

(c)   the bidder's business activities have not been suspended;

(d)   the bidder is not the subject of legal proceedings for any of the circumstances in (b); and

(e)   the bidder has fulfilled his or her obligations to pay taxes and social security contributions.

4.2   A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3   A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

4.4   A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a)   have controlling shareholders in common; or

(b)   receive or have received any direct or indirect subsidy from any of them; or

(c)   have the same legal representative for purposes of this bid; or

(d)   have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring and Disposing Entity regarding this bidding process; or

(e)   submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or

(f)   participated as a consultant in the preparation of the design or technical specifications of the Supplies and related services that are the subject of the bid.

4.5   A firm that is under a declaration of suspension by the Authority in accordance with ITB Clause 3.5, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.

4.6   Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7   Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request.

5.   Eligible Supplies and Related Services

5.1   All Supplies and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2   For purposes of this Clause, the term "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

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

5.4   The nationality of the Provider that produces, assembles, distributes, or sells the Supplies shall not determine their origin.

5.5   If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the Republic of Uganda, the Supplies indicated in its bid.

B. Bidding Document

6.   Contents of Bidding Document

6.1   The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

PART 1   Bidding Procedures

- Section 1. Instructions to Bidders (ITB)
- Section 2. Bid Data Sheet (BDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

PART 2   Statement of Requirements

- Section 6. Statement of Requirements

PART 3   Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Supplies
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2   The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.

6.3   Bidders who did not obtain the Bidding Document directly from the Procuring and Disposing Entity will be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.

6.4   The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6.5   Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7.   Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS. The Procuring and Disposing Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The Procuring and Disposing Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring and Disposing Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8.   Amendment of Bidding Document

8.1   At any time prior to the deadline for submission of bids, the Procuring and Disposing Entity may amend the Bidding Document by issuing addenda.

8.2   Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring and Disposing Entity.

8.3   To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding

9.1   The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid and Communications

10.1   The medium of communication shall be in writing unless otherwise specified in the BDS.

10.2   The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless otherwise specified in the BDS.

10.3   Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Documents Comprising the Bid

The bid shall comprise the following:

(a)   the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b)   a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 21;

(c)   written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;

(d)   documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e)   documentary evidence in accordance with ITB Clause 17 establishing that the Supplies and Related Services to be supplied by the Bidder are of eligible origin;

(f)   documentary evidence in accordance with ITB Clauses 18 and 30, that the Supplies and Related Services conform to the Bidding Documents;

(g)   documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(h)   The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and

(i)   any other document(s) required in the BDS.

12. Bid Submission Sheet and Price Schedules

12.1   The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in

with the information requested, which includes:

(a)   the reference of the Bidding Document and the number of each addenda received;

(b)   a brief description of the Supplies and Related Services offered;

(c)   the total bid price;

(d)   any discounts offered and the methodology for their application;

(e)   the period of validity of the bid ;

(f)   a commitment to submit any Performance Security required and the amount;

(g)   a declaration of nationality of the Bidder;

(h)   a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;

(i)   a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;

(j)   confirmation that the Bidder has not been suspended by the Authority;

(k)   a declaration on gratuities and commissions; and

(l)   an authorised signature.

12.2   The Bidder shall submit the Price Schedule for Supplies and Related Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

(a)   the item number;

(b)   a brief description of the Supplies or Related Services to be supplied;

(c)   their country of origin and percentage of Ugandan or East African Community content;

(d)   the quantity;

(e)   the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);

(f)   customs duties and all taxes paid or payable in Uganda;

(g)   the total price per item;

(h)   subtotals and totals per Price Schedule; and

(i)   an authorised signature.

13. Alternative Bids

13.1   Alternative bids shall not be considered unless otherwise indicated in the BDS.

13.2   Where permitted, alternative bids do not need to conform precisely to the Statement

of Requirements, but must -

(a)   meet the objectives and/or performance requirements prescribed in the Statement of Requirements;

(b)   be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and

(c)   clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

13.3   A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.

13.4   Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled "Main Bid" and "Alternative Bid".

13.5   The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

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

14.2   All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items 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 corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.

14.3   The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, excluding any discounts offered.

14.4   The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d) and ITB Sub-Clause 14.8 respectively.

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

14.6   Prices quoted on the Price Schedule for Supplies and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Procuring and Disposing Entity. This shall not in any way limit the Procuring and Disposing Entity's right to contract on any of the terms offered:

(a)   for Supplies;

(i)   the price of the Supplies, quoted CIP or other Incoterm as specified in

the BDS;

(ii)   all custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the Supplies or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and

(iii)   the total price for the item.

(b)   for Related Services;

(i)   the price of the Related Services;

(ii)   all custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the Related Services, if the Contract is awarded to the Bidder; and

(iii)   the total price for the item.

14.7   Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8   If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction 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. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1   Bid prices shall be quoted in the following currencies:

(a)   for Supplies and Related Services originating in Uganda, the bid prices shall be quoted in the currency of Uganda, unless otherwise specified in the BDS; and

(b)   for Supplies and Related Services originating outside Uganda, or for imported parts or components of Supplies and Related Services originating outside Uganda, the bid prices shall be quoted in the currency of the expense or in the currency of the Bidder's country unless otherwise specified in the BDS.

15.2   Alternatively, the Procuring and Disposing Entity may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a)   indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b)   justify, to the Procuring and Disposing Entity's satisfaction, the requirement to be paid in the currencies requested; and

(c)   utilise the rate of exchange specified by the Procuring and Disposing Entity to

express its offer in the currency required by the Procuring and Disposing Entity. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty one (21) days.

16. Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

17. Documents Establishing the Eligibility of Supplies

17.1 To establish the eligibility of the Supplies and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule included in Section 4, Bidding Forms.

17.2 Bidders with a current registration with the Authority are not required to submit:

(a) a copy of the bidder's current trading licence or equivalent;

(b) a copy of the bidder's certificate of registration or equivalent;

but should include details of their Authority registration number in the bid submission sheet.

18. Documents Establishing the Conformity of the Supplies

18.1 To establish the conformity of the Supplies and Related Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Supplies and Related Services, demonstrating substantial responsiveness of the Supplies and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

18.3 If so stated in the BDS bidders may be required to submit representative samples of the Supplies being offered and/or be requested to demonstrate the operation of the supplies to the Procuring and Disposing Entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring and Disposing Entity in the Statement of Requirement, 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 Procuring and Disposing Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation

Methodology and Criteria.

20. Period of Validity of Bids

20.1   Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.

20.2   The Procuring and Disposing Entity will make its best effort to complete the procurement process within this period

20.3   In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring and Disposing Entity 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 or a Bid Securing Declaration is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security or Bid Securing Declaration

21.1   The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

21.2   The Bid Security shall be in the amount specified in the BDS and denominated in the currency of Uganda or a freely convertible currency, and shall:

    a)   at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

    b)   be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Uganda, it shall have a correspondent financial institution located in Uganda to make it enforceable;

    c)   be substantially in accordance with the form of Bid Security included in Section 4, Bidding Forms;

    d)   be payable promptly upon written demand by the Procuring and Disposing Entity in case the conditions listed in ITB Clause 21.6are invoked;

    e)   be submitted in its original form - copies will not be accepted.

21.3   The Bid Security or Bid Securing Declaration shall be submitted using the appropriate form included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.

21.4   Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring and Disposing Entity as non-compliant.

21.5   The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

21.6   If a Bidder withdraws its bid during the period of bid validity specified by the

Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

If the successful Bidder fails to:

(i)   sign the Contract in accordance with ITB Clause 42;

(ii)   furnish any Performance Security in accordance with ITB Clause 44; or

(iii) accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.

The Bid Security may be forfeited or Bid Securing Declaration executed.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

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

D. Submission and Opening of Bids

23   Sealing and Marking of Bids

23.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The inner and outer envelopes shall:

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

(b)   be addressed to the Procuring and Disposing Entity in accordance with ITB Sub-Clause 24.1;

(c)   bear the Procurement Reference number of this bidding process; and

(d)   bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Procuring and Disposing Entity will assume no responsibility for the misplacement or premature opening of the bid.

24   Deadline for Submission of Bids

24.1   Bids must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.

24.2   The Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25   Late Bids

The Procuring and Disposing Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring and Disposing Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26.   Withdrawal and Replacement of Bids

26.1   A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a)   submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "REPLACEMENT," and

(b)   received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2   Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.

26.3   No bid may be withdrawn or replaced 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 Sheet or any extension thereof.

26.4   Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

27.   Bid Opening

27.1   The Procuring and Disposing Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

27.2   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 authorisation to request the withdrawal and is read out at the bid opening.

All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

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

27.3   All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details that the Procuring and Disposing Entity may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4   The Procuring and Disposing Entity 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 and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security 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 Bidders upon payment of a fee and displayed on the Procuring and Disposing Entity's Notice Board within one working day from the date of the bid opening.

E. Evaluation of Bids

28. Confidentiality

28.1   Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.

28.2   Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

28.3   Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity's request for clarification and the response shall be in writing. All requests for clarification shall be copied to all bidders for information purposes. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the evaluation of the bids, in

accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

30.1 The Procuring and Disposing Entity's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation is a deviation that-

(a)   affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;

(b)   is inconsistent with the bidding document and which may in a substantial way, limit the rights of the procuring and disposing entity or the obligations of the bidder under the contract;

(c)   if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or

(d)   impacts the key factors of a procurement including cost, risk, time and quality and causes -

(i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;

(ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or

(iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Procuring and Disposing Entity and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

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

31.3 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other Bids

submitted.

31.4 Provided that the bid is substantially compliant and responsive, the Procuring and Disposing Entity shall correct arithmetic errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring and Disposing Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

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

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

31.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing Declaration executed.

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

32.1 The Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Supplies and related services in accordance with ITB Clauses 4 and 5.

32.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder, the Supplies and/or the related Services are not eligible, it shall reject the bid.

32.3 The Procuring and Disposing Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 The Procuring and Disposing Entity shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

(a) the Bid Submission Sheet, including:

(i) a brief description of the Supplies and Related Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Bidder; and

(d) a Bid Security or Bid Securing Declaration, if applicable.

33. Detailed Commercial and Technical Evaluation

33.1   The Procuring and Disposing Entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2   If, after the examination of the terms and conditions, the Procuring and Disposing Entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

33.3   The Procuring and Disposing Entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.

33.4   If, after the technical evaluation, the Procuring and Disposing Entity determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34   Conversion to Single Currency

For evaluation and comparison purposes, the Procuring and Disposing Entity shall convert all bid prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

35. Margin of Preference

35.1   Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

35.2   For the purpose of granting a margin of domestic preference, bids will be classified in one of two groups, as follows:

(a)   Group A: Goods manufactured in Uganda, for which (i) labour, raw materials, and components from within Uganda account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufacture is in Uganda on the date of bid submission.

(b)   Group B: Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.

35.3   Bidders claiming eligibility for a Margin of Preference must provide documentary evidence that at least thirty percent of the labour, raw materials and components of the goods originate in Uganda and that the production facility in which the goods are to be assembled or processed is engaged in the manufacturing, assembling or processing of the goods at the time of submission of the bid.

36. Financial Comparison of Bids

36.1   The Procuring and Disposing Entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

36.2   To financially evaluate a bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation

Methodology and Criteria. No other criteria or methodology shall be permitted.

36.3   The Procuring and Disposing Entity's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

36.4   To financially compare bids, the Procuring and Disposing Entity shall:

(a)   determine the bid price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;

(b)   correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;

(c)   apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);

(d)   make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;

(e)   apply any non-cost factors in accordance with ITB Sub-Clause 36.3;

(f)   convert all bids to a single currency in accordance with ITB Clause 34;

(g)   apply any margin of preference in accordance with ITB Clause 35;

(h)   determine the total evaluated price of each bid.

37. Determination of Best Evaluated Bid(s)

The Procuring and Disposing Entity shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Bidder

38.1   The Procuring and Disposing Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.

38.2   The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

38.3   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 Procuring and Disposing Entity shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4   If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

39. Award Procedure

39.1   The Procuring Entity shall issue a Notice of Best Evaluated Bidder within 5 working days after the decision of the contracts committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to all Bidders and to the Authority for publication on its website.

39.2   No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated bidder notice..

39.3   The Procuring and Disposing Entity shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39.3 Negotiations will only be held in exceptional circumstances as provided for under the PPDA Act.

40. Procuring and Disposing Entity's Right to Accept or Reject Any or All Bids

The Procuring and Disposing Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature and issue by the Procuring and Disposing Entity, without thereby incurring any liability to Bidders.

41. Procuring and Disposing Entity's Right to Vary Quantities at Time of Award

41.1   At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the quantity of Supplies and Related Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.

41.2   Negotiations will only be held in exceptional circumstances.

42. Signing and Effectiveness of Contract

42.1   On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Attorney General where applicable, the Procuring and Disposing Entity shall sign a contract with the successful Bidder.

42.2   Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

42.3   Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

43. Debriefing

Where a bidder requests information on the reasons for the success or failure of their bid, the Procuring and Disposing Entity shall promptly give the bidder a

written debrief after the signing of the contract.

44. Performance Security

44.1   Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to the Procuring and Disposing Entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

45. Advance Payment and Security

45.1   If so stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

46. Administrative Review

Bidders may seek an Administrative Review by the Accounting Officer in accordance with the Public Procurement and Disposal of Assets Act, 2003 if they are aggrieved with the decision of the Procuring and Disposing Entity.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: **Electoral Commission**
ITB 1.1	The subject of procurement is: **Supply and Implementation of Election Results and Dissemination System (ERTDS) and Equipment, Connectivity, Cyber security solution, Video Wall and Display Screens for ERTDS Communication Network.**
ITB 1.1	The Procurement Reference number of the Bidding Document is : **EC/SUPLS/ 19-20/00829/1/2/3/4/5**
ITB 1.1	The number and identification of lots comprising this Bidding Document is: **Five** The minimum and maximum number of Lots a Bidder may bid for is: **Five BUT a Bidder shall be awarded not more than one Lot.**
ITB 5.5	The Bidder shall not be required to include with its Bid, documentation from the Manufacturer of the Supplies, that it has been duly authorised to supply, in Uganda, the Supplies indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7	For clarification purposes only, the Procuring and Disposing Entity's address is: Attention: **Secretary, Electoral Commission** Street Address: **55 Jinja Road** Floor/Room number: **N/A** Town/City: **Kampala** Postal Code/PO Box No: **22678** Country: **Uganda** Telephone: **0414 - 337500/08/09** Facsimile number: **0414- 337595** Electronic mail address: gmwanyoto@yahoo.com
ITB 7	The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than **24th April, 2020.**
C. Preparation of Bids	
ITB 10.1	The medium of communication shall be in writing.

Part 1: Section 2   Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
ITB 10.2	The language for the bid is English.
ITB 11 (h)	The Bidder shall submit with its bid the following additional documents:
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: **INCONTERMS 2010**
ITB 14.6(a)(i)	For Supplies, the Bidder shall quote prices using the following Incoterms: *DDP Electoral Commission stores, Kampala.*
ITB 14.7	The prices quoted by the Bidder shall be: **Fixed**
ITB 15.1(a)	For Supplies and Related Services originating in Uganda the currency of the bid shall be: **Uganda Shillings.**
ITB 15.1(b)	For Supplies and Related Services originating outside of Uganda the currency of the bid shall be: **Uganda Shillings**
ITB 18.3	Bidders shall provide a representative sample of the Supplies as detailed in Section 6 Statement of Requirements. Bidders shall not provide a demonstration of the use of the supplies during the evaluation process.
ITB 20.1	Bids shall be valid until **5th October, 2020**
ITB 21.1	A Bid Security shall be required. A Bid Securing Declaration shall be required.
ITB 21.2	Where a Bid Security is required insert "The amount and currency of the Bid Security shall be: **Lot 1:UGX 18,000,000/= (Eighteen million only),** **Lot 2:UGX 40,000,000/= (Forty million only),** **Lot 3:UGX 8,000,000/= (Eight million only),** **Lot 4:UGX 9,000,000/= (Nine million only),** **Lot 5:UGX 125,000,000/= (one hundred twenty five million only).**
ITB 21.3	The Bid Security or Bid Securing Declaration shall be valid until **2nd November, 2020** (Calculated as 28 days beyond the bid validity date above)
ITB 22.1	In addition to the original of the Bid, the number of copies required is: **(03) Three**
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, the Procuring and Disposing Entity's address is :

Part 1: Section 2   Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
	Attention: *The* **Head** *Procurement and Disposal Unit, Electoral Commission,*
	Street Address: *Plot 55 Jinja Road,*
	Room number: *9*
	Town/City: *Kampala*
	Postal Code: P. O. Box **22678, Kampala**
	Country: *Uganda*
	The deadline for bid submission is:
	Date: **13th May, 2020**
	Time (local time): *11:00 a.m.*
ITB 27.1	The bid opening shall take place at:
	Street Address: *Jinja Road Plot 55*
	Room number: *15*
	Town/City: *Kampala,*
	Country: *Uganda`*
	Date: **13th May, 2020**
	Time: *11:15 a.m. Local time*
E. Evaluation of Bids	
ITB 34	The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **N/A**
	The source of exchange rate shall be**: N/A**
	The date for the exchange rate shall be: **N/A. All bids shall be offered in Uganda shillings**
ITB 35.1	A margin of preference **shall** apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITB 35.3	The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference:
	If it is a company,
	• Certificate of incorporation of the company
	• Memorandum and Articles of association

Instructions to Bidders Reference	Data relevant to the ITB
	• List of directors and evidence showing that they are Ugandans in form of National IDs or passport. If it is an individual, Evidence showing that they are Ugandans in form of National IDs or passport.
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is:15% The maximum percentage by which quantities may be decreased is: 25%
ITB 45.1	The Advance Payment shall be limited to **N/A** percent of the Contract Price.

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: EC/SUPLS/2019-2020/00829

A   Evaluation Methodology

1.   Methodology Used

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

2.   Summary of Methodology

2.1   The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2   The evaluation shall be conducted in three sequential stages –

(a)   a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;

(b)   a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and

(c)   a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

2.3   Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B   Preliminary Examination Criteria

3.   Eligibility Criteria

3.1   The eligibility requirements shall be determined for:-

(a)   Eligible Bidders in accordance with ITB Clause 4; and

(b)   Eligible Supplies and Related Services in accordance with ITB Clause 5.

3.2   The documentation required to provide evidence of eligibility shall be:-

(a)   a certificate of registration issued by the Authority for bidders currently registered with the Authority or a copy of the Bidder's Trading licence or equivalent and a copy of the Bidder's Certificate of Registration or equivalent for bidders not currently registered with the Authority;

(b)   a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;

(c)   a declaration in the Bid Submission Sheet of nationality of the Bidder;

(d)   a declaration in the Bid Submission Sheet that the Bidder is not under suspension by the Authority;

(e)   fulfilment of obligations to pay taxes and social security contributions in Uganda where applicable.

3.3   A Power of Attorney which if signed in Uganda shall be registered; or if signed outside Uganda shall be notarized authorising signature of the bid on behalf of the Bidder.

3.4   For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a)   a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

(i)   all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(ii)   one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

(iii)   the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b)   a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.   Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

(a)   116 working days bid validity period

(b)   price schedule signed

(c)   Powers of Attorney attached

(d)   Bid security attached

(e)   Audited books of account for the last three years of 2017, 2018 and 2019, audited   by reputable audit Firms Registered by a professional body.

(f) Successful completion of at least one contract of similar nature and complexity in East Africa in the last 5 years. The   bidder is required to give detailed addressees of the

clients and contact person who can be approached in case of a need to confirm the

Information given in this respect.

C   Detailed Evaluation Criteria

5.   Commercial Criteria

The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 33. The criteria shall be:

(a)   acceptance of the conditions of the proposed contract;

(b)   inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the supplies;

(c)   acceptable delivery schedule.

6.   Technical Criteria

6.1   Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.

6.2   The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D   Financial Comparison Criteria

7.   Costs to be included in Bid Price

The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:

(a)   the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;

(b)   taxes, duties and levies;

8.   Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

(a)   Adjustment for deviations in the schedule of payment, if applicable.

(b)   Adjustment for deviations in the delivery schedule, if applicable.

9.   Margin of Preference

9.1   If the BDS specifies a margin of preference to goods manufactured in Uganda for the purpose of bid comparison, the following procedures will apply:

(a)   The Procuring and Disposing Entity will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declaration of origin.

(b)   All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. If, as a result of the preceding comparison, the lowest evaluated bid is from Group B it will be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the ex-factory/ex-warehouse bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award.

10.   Determination of Best Evaluated Bid or Bids

10.1   The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid. If this Bidding Document includes more than one lot, the best evaluated bid shall be determined separately for each lot.

10.2   Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, the Procuring and Disposing Entity shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

E   Post-qualification

The Procuring and Disposing Entity shall undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

11 Financial Capability Criteria

11.1   Availability of Financial Resources – EC May verify for authentic Bank references

11.2 Audited statement of accounts by a reputable Audit Firm for the years 2017, 2018 & 2019

12   Experience Criteria

To qualify for award of the contract, Bidders shall meet the following

minimum qualifying criteria

   a) Experience in a similar assignment within a period of the last 5 years
   b) Capability with respect to equipment facilities to manufacture at least 800 metallic boxes per day

12.3 The Electoral Commission, Uganda reserves the right to inspect and verify the

stated requirements at the Bidder's premises

12.4 The Electoral Commission, Uganda may seek independent references from a bidder

12.5 The Electoral Commission, Uganda reserve the right to carry out a due diligence

and the results of reference checks may be used in determining award of contract

12.6 Where the best evaluated bidder does not meet the post-qualification criteria, the bid shall be rejected.

Section 4: Bidding Forms

Table of Forms

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder]

Bid Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*

We, the undersigned, declare that:

(a)   We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;

(b)   We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Supplies and Related Services *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;

(c)   The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;

(d)   The discounts offered and the methodologies for their application are:

Unconditional discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

(e) Our bid shall be valid until the date specified in ITB Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;

(f)   We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1

(g)   We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the Authority. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status].*

(h)   If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

(i)   We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor];*

(j)   We undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the procurement process and the execution of any resulting contract;

(k)   We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;

(l)   We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring and Disposing Entity;

(m)   We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;

(n)   The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency

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

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

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

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

(Under Section 93 of the Public Procurement and Disposal of Public Assets Act, 2003)

1. **Ethical Principles**

   Bidders and providers shall at all times-

   (a) maintain integrity and independence in their professional judgement and conduct;

   (b) comply with both the letter and the spirit of-

        i.   the laws of Uganda; and

        ii.   any contract awarded.

   (c) avoid associations with businesses and organisations which are in conflict with this code.

2. **Standards**

   Bidders and providers shall-

   (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;

   (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. **Conflict of Interest**

   Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring and disposing entity. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. **Confidentiality and Accuracy of Information**

   (1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.

   (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. **Gifts and Hospitality**

   Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring and disposing entity that might be viewed by others as having an influence on a government procurement decision.

6. **Inducements**

   (1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

   (2) Bidders and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. **Fraudulent Practices**

   Bidders and providers shall not-

   (a)   collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;

   (b) enter into business arrangements that might prevent the effective operation of fair competition;

   (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

   (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;

   (e)   unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE; and

(f) withholding information from the PDE during contract execution to the detriment of the PDE.

I .... agree to comply with the above code of ethical conduct in business.

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AUTHORISED SIGNATORY   *NAME   OF   BIDDER/PROVIDER*

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule for Supplies and Related Services

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

Procurement Reference No: *[insert Procurement Reference number]*

Name of Bidder: *[Insert the name of the Bidder]*

1	2	3	4	5	Unit prices [2]		Import Duties, Sales and other taxes per unit [2]	Total Price
Item No.	Supplies or Related Services	Country of origin	Percent of Ugandan origin as a % of the ex-factory price [1]	Quantity (No. of units)	Ex-factory Ex-warehouse	Delivery and Incidental Costs	8	9
[insert number of item corresponding to Statement of Requirements]	*[insert brief description name of Supplies or Related Services]*	*[insert country of origin of the item]*	*[if the margin of preference applies, insert percentage of Ugandan origin for this item and include the name and address of the production facility separately below]*	*[insert number of units of this item to be purchased]*	*[insert the unit price of this item, in accordance with the Incoterms stated, but excluding all import duties and taxes, paid or payable in Uganda]*	*[insert the unit price for delivery in accordance with the delivery terms(Incoterms)but excluding all import duties and taxes, paid or payable in Uganda]*	*[insert all import duties, taxes paid or payable in Uganda on this item]*	*[insert the total price for this item, which should equate to columns5x(6+7+8]*

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

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

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[1] In accordance with margin of preference ITB Clause 35, if applicable

[2] In accordance with ITB Clauses 14 and 15

[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS].

Bid Security

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

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*

Whereas *[insert complete name of Bidder]* (hereinafter "the Bidder") has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Supplies and Related Services]*, hereinafter called "the bid ."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Bid Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the Guarantor"), are bound unto *[insert complete name of the Procuring and Disposing Entity]* (hereinafter "the Procuring and Disposing Entity") in the sum of *[specify in words and figures the amount and currency of the bid security*, for which payment well and truly to be made to the aforementioned Procuring and Disposing Entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this *[insert day in numbers]* day of *[insert month], [insert year].*

THE CONDITIONS of this obligation are the following:
1.   If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
2.   If the Bidder, having been notified of the acceptance of its bid by the Procuring and Disposing Entity, during the period of bid validity, fails or refuses to:
     (a)   sign the Contract in accordance with ITB Clause 42; or
     (b)   furnish the Performance Security, in accordance with the ITB Clause 44; or
     (c)   accept the correction of its bid by the Procuring Entity, pursuant to ITB Clause 31;

We undertake to pay the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including [*Insert date, month and year as per ITB Clause 21.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Security]*   In the capacity of *[insert legal capacity of person signing the Security]* duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

[Use Bidder's Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Subject of procurement and Reference No.: *[insert Procurement Reference Number of bidding process]*

To: *[insert complete name of Procuring and Disposing Entity]*

I/We, the undersigned, declare that:

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

2. I/We accept that we will automatically be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, 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 by us in the Bid Submission Sheet or
    (b)   having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 43; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 31;

3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

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

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

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

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

Corporate Seal (where appropriate)

*Please delete as appropriate

[This authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorisation. It should be included by the Bidder in its bid, if so indicated in the BDS].

Manufacturer's Authorisation

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

Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of Bidder]* to submit a bid in relation to the Bidding Document indicated above, the purpose of which is to provide the following Supplies, manufactured by us *[insert name or brief description of the Supplies],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Supplies offered by the above firm in reply to the Invitation for Bids.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Manufacturer's Authorisation]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorisation]*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *[insert complete name of Manufacturer]*

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

Section 5: Eligible Countries

Procurement Reference Number: EC/SUPLS/2019-2020/00829

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of supplies or related services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Supplies from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Section 6: Statement of Requirements

Contents

1. List of Supplies and Related Services

Procurement Reference Number: EC/SUPLS/19-20/00829

1.0   Background

The Electoral Commission has successfully deployed an Elections Results Transmission and Dissemination System (**ERTDS**) in the last 2 General Elections of 2011 and 2016. The **ERTDS** is always installed at the Electoral Commission Headquarters and in each District at the District Tally Center (**DTC**). The system is used for tallying, tabulation and transmitting of election results to the National Tally Center (**NTC**) for final consolidation and declaration.

This tender is comprised of the following lots, a bidder shall only be allowed/awarded not more than one lot.

LOT1: Supply & Installation of Video Wall and Display Screens for National Tally Center (NTC) and District Tally Center (DTC)

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1	LED Display Screen	1	**Unit**
2	75" Touch Display Screens	2	Units
3	55" Display Screens	150	Units
4	Video Wall Controller	1	Units
5	Trolley/Stand for the 55" Display Screen	150	Units
6	Training	1	Training
7	Installation and Support Services	1	Labour

LOT2: Supply and Installation of Cybersecurity Solution for the ERTDS Network.

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1.	Privileged Identity Management Solution	1	System
2.	Cyber AI-Enterprise Immune System with Autonomous Response	1	System
3.	Training	1	Training
4	Installation and Support Services	1	Labour

LOT3: Supply and Installation of Election Results Visualization (ERVS) Software for the National Tally Center

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1.	Web-based Election Results Visualization Software(**ERVS**) for the National Tally Center	1	System
2.	Training	1	Training
3.	Installation, configurations and Support Services	1	Labour

LOT4: Supply and Installation of Data Communication/ Connectivity for the District Tally Centers, National Tally Center, Disaster Recovery Site and EC Data Center.

Lot 4 is further sub-divided into **Lot4A** and **Lot4B**. A Service provider can quote or propose for *both Lots but can only be awarded either Lot4A or Lot4B but not both.*

Lot 4A: Primary Data Connections

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1.	Internet /Data Connection + Equipment	135	Connections
2.	Fibre Connections (DRS, HQ, NTC)	3	Connections
3.	Routers for all the sites	4	Pcs
4.	Installation and Support Services	1	Service(s)
5.	Any other Services required to implement this solution (Include equipment for leasing if any)	1	Service(s)

LOT 4B: Backup Data Connections

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1.	Internet /Data Connection + Equipment	135	Connections
2.	Fibre Connections (DRS, HQ, NTC)	3	Connections
3.	Routers for all the sites	4	Pcs
4.	Installation and Support Services	1	Service(s)
5.	Any other Services required to implement this solution (Include equipment for leasing if any)	1	Service(s)

LOT5 : Supply of and Implementation of Election Results Transmission and Dissemination System (ERTDS) and Equipment

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1	**ERTDS Software**		
1.1	Customized **ERTDS** Software with unlimited Perpetual Licenses.	1	Software
1.2	Third Party Software Licenses (Databases, Operating Systems and any other Software required for the Solution	Bidder to Quantify	Software Licenses
2	**District Tally Center Equipment**		
2.1	High End Laptops (**District Tally Servers**)	150	Pcs
2.2	Laptops (**Tally Stations**)	**600**	Pcs
2.3	Server (**For Kampala District**)	1	Pcs
2.4	Document Scanners	150	Pcs
2.5	Layer 2 **LAN** Switches	150	PCs
2.6	Patch Cable (Cat6) Switch to client 3M – 650 Pcs (Green Color) Switch to Server 10M – 150 Pcs (Red Color)	**800**	PCS
2.7	Portable External Drives(For Offline backup)	**150**	Pcs
2.8	Portable Barcode Scanners	150	Pcs
2.9	LAN Setup (For Kampala District)	1	LAN
3.	**Data Center, Disaster Recovery Site and National Tally Center**		
3.1	**Servers**	10	Pcs
	2 x Database Servers 2 x Reports Servers 2 x Application Server 2 x Web Servers 2 x NTC Approval Management Servers 1 x Emergency Server		
3.2	Layer 3 Network Switches	6	Units
4.	**National Tally Center Equipment**		

Item No.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
4.1	Laptops (**NTC Verification Stations**)	200	pcs
4.2	Setting up Local Area Network (250 Network Point)	1	Network
4.3	Laptops for Approval at the NTC	2	PCS
5.	**Training**		
6.	Project Management and Implementation		
7.	Warrant and Support Services (With at least 02 site visits)	03	Years

The attached commodity specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Procurement Reference Number: EC/SUPLS/19-20/00829

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief Description of Supplies or Related Services	Delivery/ Completion Period *(days/wks/mths)*	Delivery Point/ Site
Lot 1:	Supply & Installation of Video Wall and Display Screens for National Tally Center(NTC) and District Tally Centers(DTC)	**12 Weeks**	**EC Stores/NTC**
Lot 2:	Supply and Installation of Cybersecurity Solution for ERTDS Network.	**12 Weeks**	*EC Stores*
Lot 3:	Supply and Installation of Election Results Visualization Software (ERVS) for the National Tally Center.	**16 Weeks**	*EC Stores*
Lot 4:	Supply and Installation of Data Communication/ Internet Connectivity for the District Tally Centers, National Tally Center , Disaster Recovery Site and EC Data Center	**16 Weeks**	*EC Stores*
Lot 5:	Supply of and Implementation Election Results Transmission and Dissemination System (**ERTDS**) for the 2020/2021 General Elections.	**16 Weeks**	*EC Stores*

*Note that installations at NTC will only happen around December 2020 and January 2021 towards the election day. Support will run up to end of all the election rounds.

3. Specification and Compliance Sheet

Procurement Reference Number: EC/SUPLS/19-20/00829

Column b states the minimum technical specification of the item(s) required by the Procuring and Disposing Entity.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

The bidder should provide technical details to support the specification compliance in column d. Product data sheets should also be provided.

LOT 1: Supply & Installation of Video Wall and Display Screens for National Tally Center (NTC) and District Tally Center (DTC)

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	*b*	*c*	*d*
1	**LED Display Screen**		
1.1	**Screen Size:** 4.8 X 3.24 m		
1.2	**Resolution:** 1200 X 810		
1.3	**Diode Type:** Surface Mount Device (SMD)		
1.4	**Type :** LED		
1.5	**Input Power Range:** 100~240 VAC, 50/60 Hz		
1.6	**Brightness (Peak/Max):** 1,200 nit / 600 nit		
1.7	**Contrast Ratio (Peak/Max):** 4,000:1		
1.8	**Refresh rate:** 3,840 Hz		
1.9	**Viewing Angle:** 160°		
1.10	**Pixel Pitch:** 4mm Maximum		
1.11	**Service :** Front serviceable		
1.12	**Video Rate:** 50/60Hz		
1.13	**Bit Depth:** 16bit per Color		
1.14	**Dimensions (mm, LxHxD, per cabinet):** 960x540x79.5 mm		
1.14	**S-Box:** SBB-SNOWRAF		
2	**75" Touch Display Screens**		
2.1	**Screen Size:** 75"		
2.2	**Resolution:** 3840*2160 (4K UHD)		
2.3	**Brightness(Typ.):** 300 (w/o Touch Glass) nit		

2.4	**Contrast Ratio:** Mega		
2.5	**Viewing Angle(H/V):** 178/178		
2.6	**Response Time(G-to-G):** 8ms(Typ.)		
2.7	**Type :** IR (Infra-Red)		
2.8	**Touch Pen Type:** Passive Pen		
2.9	**Touch Response:** 7ms		
2.10	**Number of Drawing:** 4 drawing (SoC), 10 drawing (External Windows PC)		
2.11	**Display Colors:** 16.7M(True Display) 1.07B(Ditherd 10bit)		
2.12	**Operation Hour:** 16/7		
2.13	**Haze:** 0.25		
2.14	**Video:** HDMI Rear1, HDMI Rear2 (ver 2.0), HDMI Front3 (ver 1.4), DVI-D		
2.15	**Touch Out :** Touch Out 1 (Rear), Touch Out 2 (Front)		
2.16	**USB :** USB 1, 2 (Rear), USB 3 (Front), PC USB (Front)		
2.17	**Display Port 1.2:** 1		
2.18	**Audio :** Stereo mini Jack, DVI, HDMI		
2.19	**External Control:** RS232C(in/out) thru stereo jack, RJ45, Wi-Fi		
2.20	**Power Supply:** AC 100~240V 50/60Hz		
2.21	**On mode (W):** 220(Max), 157(Typical), 200(Rating)		
2.22	**Special Features:** Super Clear Coating, Temperature Sensor, Clock Battery(168hrs Clock Keeping), Built in Speaker(10W x 2), WiFi Module Embedded		
2.23	Additional Ports: For direct feed to media houses		
3	**55" Display Screens**		
3.1	**Screen Size:** 55		
3.2	**Resolution:** 3840*2160 (4K UHD)		
3.3	**Pixel Pitch(mm):** 0.105 x 0.315		
3.4	**Active Display Area(mm):** 1209.6(H) x 680.4(V)		
3.5	**Brightness(Typ.):** 500 nit		
3.6	**Contrast Ratio:** 166.667361111111		
3.7	**Viewing Angle(H/V):** 178/178		
3.8	**Response Time(G-to-G):** 8ms(Typ.)		
3.9	**Display Colors:** 16.7M(True Display) 1.07B(Ditherd 10bit)		
3.10	**Color Gamut:** 92% (DCI-P3, CIE 1976)		
3.11	**Operation Hour:** 24/7		
3.12	**Haze:** 0.25		
3.13	**HDMI 2.0:** Yes - 2 ports		
3.14	**USB 2.0:** Yes - 2 ports		
3.15	**RGB:** DVI-D		
3.16	**Display Port 1.2:** 1		
3.17	**Audio :** Stereo mini Jack, DVI, HDMI		

3.18	**External Control:** RS232C(in/out) thru stereo jack, RJ45			
3.19	**Power Supply**: AC 100 - 240 V~ (+/- 10 %), 50/60 Hz			
3.20	**Power Consumption (Sleep Mode):** 0.5			
3.21	**Special Features:** H/W: Temperature Sensor, Pivot Display, Clock Battery(168hrs Clock Keeping), Built in Speaker(10W 2ch), Video Wall Daisy Chain(HDCP2.2:4EA, HDCP1.4:7EA), IP5x, Wi-Fi/BT S/W: Auto Source Switching & Recovery, LFD Home UI, Button Lock, Hot key option, Plug&Play (Initial Setting)			
3.21	Additional Ports: For direct feed to media houses			
4	**Video Wall Controller**			
4.1	**Processo**r: Intel CPU , 4 Cores			
4.2	**Hard drive**: 240GB SSD			
4.3	**Memory: 16GB**			
4.4	Power Supply: 650W			
4.5	**Operating System:** Windows 10 IoT Enterprise LTSB.			
4.6	**Including Keyboard & Mouse** **I/O Configuration:** - 6 HDMI Outputs HD - 4 HDMI 1.4 Inputs(*1), Up to (2x) 3840x2160@60Hz or (4x) 3840x2160@30Hz or (4x) 1920x1080@60Hz/30 HZ (including mini 1 144,615,200 144,615,200 HDMI to HDMI adapters) **VuWall2 PRO Software package with UNLIMITED users license** **-Options included:** - Unlimited Network Capture - IP Decoding: Up to (2x) 3840x2160@60Hz or (4x) 3840x2160@30Hz or (8x) 1920x1080@60Hz or (16x) 1920x1080@30Hz or (60x) D1 or any mix thereof without exceeding limits - Total of (3) THREE years software maintenance contract included *1: Baseband inputs Sharing resources with IP Decoding/Encoding **When using Adapters, ACTIVE Adapters are required for each Outputs			
4.4	4K HDMI cable 20m			
4.5	VGA+audio to HDMI cable 20m			
4.6	Additional Ports: For direct feed to media houses			
5	**Customized Trolley/Stand for the 55" Display Screen** **(with all accessories/Components) x 150**			
5.1	**Max Load :** 50kg			
5.2	**VESA® and non-Vesa fixings (landscape):** up to 800 x 600mm			

5.3	**VESA® and non-Vesa fixings (portrait):** up to 800 x 400mm		
5.4	**Colour :** Black		
5.5	**Dimensions (with castors): W:** 1120mm **H:** 1940mm **D:** 782mm		
6	**Services**		
6.1	**Installation:** 1. The bidder shall be required to install the Video wall on either a wall or as independent mount at the National Tally Center. The bidder shall include the cost of all installation materials/accessories 2. The Bidder shall be required to install 75" Display Screens at the National Tally Center. 3. The bidders shall be required to uninstall and pack all the video equipment and screens after elections at NTC for safe custody 4. The bidder will also be required to re-install some of the equipment at the EC HQRTS for continuous use. All accessories for re-installation must be provided. 5. The bidder will be required to configure and integrate the proposed solution with the Elections Results Management System for Election Results Viewing at the National Tally Center. 6. The bidder shall install and test all the 55" Display screen before dispatch to the Districts (The Commission shall be responsible for the transportation of the Screen to the District)		
6.2	**Training:** 1. The bidder shall be required to provide technical operational training to 5 EC staff. 2. The bidder shall provide 02 technical trainers during the National training of District Tally Officers to train the District TOT staff on how to use the screens.		
6.3	**Warranty and Support:** 1. All equipment and Software should be delivered with warranty for a period of 3 Yrs. 2. The bidder shall be required to provide technical backup support to EC during the Elections period. 3. The bidder shall provide at least 02 technical personnel for support at NTC and remote support at the DTCs.		
7.0	**Bidders Requirements**		
7.1	The bidder must be a locally registered company.		
7.2	The bidder must provide a Valid Manufacturer Authorization Letter (MAF) from the OEM. Letters from distributors will not be accepted.		
7.3	Bidder must have experience in delivery of supplies/services in government institutions. Reference of at least two site shall be required.		

LOT2: Supply and Installation of Cybersecurity Solution for the ERTDS Network.

Introduction

Privileged Identity Management Solution

Rise in breaches because of privilege abuse is apparent in today's environment. With the changing landscape of users, servers & applications, there has been a shift in infrastructure with more dependence on virtualization and cloud platforms. Remote users are constantly growing, so are the complexities of managing user requirements and pace of technology adoption thereby posing a challenge for security teams to build adaptive protection strategies.

It is in this context, EC would like to acquire a Privileged Identity Management solution which is agile and offers productivity based SSO for access management, password automation for eliminating credential sharing, privileged task management for reducing excessive privilege delegation and granular access control with server privilege management capabilities for controlling access privileges. The solution should be bundled with deep integrations with MFA tools, Virtualization & Cloud platforms, Ticketing solutions and other Cyber Security Solutions already installed and operational within EC's ICT Infrastructure platform.

Cyber AI Solution

Electoral Commission requires a Cyber Security Platform with self-learning Artificial Intelligence (AI) to protect, detect and fight against threats to its ICT landscape in real time. This includes insider threats, industrial espionage, malware, data loss, supply chain risk and long-term infrastructure vulnerabilities. The application of Machine Learning and Artificial Intelligence to the cyber defense challenge has marked a fundamental shift in the ability to protect critical data systems and digital infrastructures. A Cyber Security Platform for **Cyber-Defense** based on Machine Learning and Artificial Intelligence offers the possibility to keep pace with an ever-evolving threat landscape.

The envisaged solution would allow the EC to have visibility of all suspicious activities, cyber threats and vulnerabilities on its entire ICT environment including ERTDS and offer the capabilities to remediate them immediately in real time as they occur.

Below are the technical requirements

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	*b*	*c*	*d*
PIM	**Privileged Identity Management Solution**		
1	**General Requirements**		
1.1	System Reliability & High Availability: Proposed solution should not rely on third party components for database & instead support embedded database		
1.2	Proposed solution should support modern HTML-5 browsers		

1.3	Solution administration should be centralized over a web-based interface without any thick clients using direct database connectivity		
1.4	Solution should support Jump Server based architecture or secure components for tunneling of privileged sessions and must not leverage on insecure / external Linux Jump Box		
1.5	Solution must provide actionable insights & analytics about privileged users		
1.6	The Solution Proposed shouldn't be licensed based on the Number of Devices available to be integrated with the PIM Solution but should offer Unlimited Onboarding of any number of Devices with an IP Address		
1.7	The Solution Proposed shouldn't limit IT Staff based on the Concurrent Sessions they can have with different ICT Infrastructure devices but should offer unlimited Concurrent Connections without having any impact on the Licenses procured or the commercial value of the Solution		
1.8	The Solution Proposed should include 20 IT User Named Licenses from day-1 of the Deployment		
1.9	The manufacturer of the Solution should also provide the Database Required for this implementation and as part of the Commercial Proposal		
1.10	The Solution Proposed should be operating in Active / Standby environment where the Active Instance is installed in HQ and the Standby Instance is installed in DR Site.		
1.11	The Solution proposed should have 3 Years of Support both from the Bidder and Manufacturer from Day-1 of the Deployment		
2	**Security & Architecture**		
2.1	Solution must be built on secure architecture supporting self-hardening for securing vault		
2.2	Solution should not rely on external RDBMS for securing vault information. Solution must support in-built embedded database for enhanced security, reliability & scalability.		
2.3	Solution should support inbuilt high availability without using third party components		
2.4	Vault must be secured and hardened without allowing DBA or PAM administrators to tamper with the system or password data.		
2.5	Solution must be capable of enabling configurable encryption key where in key ownership will reside with the organization &		

	not with the OEM		
2.6	Solution must support minimal hardware requirements for deployment & ensure scalability without increasing TCO		
3	**Automated Asset & Account Discovery & Provisioning**		
3.1	Solution allows to discover asset data from Microsoft Active Directory with auto onboarding in PAM solution		
3.2	The solution supports discovery of Windows Server, Desktops & Laptops including dependent services, IIS Pools, Schedule tasks and allows auto onboarding & password management		
3.3	Solution allows administrators to automatically sync asset data with dynamic virtualized infrastructure & guest machines.		
3.4	The solutions allow discovery of privileged accounts in Windows Server, Desktops, Laptops including Services accounts, IIS Pools, scheduled tasks and enforce password policy.		
3.5	Solution allows dynamic discovery and automatic onboard of cloud-based infrastructure including Amazon Web Services and Microsoft Azure		
3.6	Solution allows provisioning of local privileged accounts for platforms including Windows, Unix, SQL & Oracle Database and Microsoft Active Directory		
4	**Privileged Access & Session Management & Collaboration**		
4.1	Solution supports cross-platform access (using any OS or browser) for operating system, databases, hypervisors, web applications, cloud management consoles and network devices. Solution allows access privileged sessions without agents using any HTML-5 compliant web browser.		
4.2	Solution should not reply on Active-X/Java components, third party licensed components for accessing target devices		
4.3	Solution support wide variety protocols and clients for initiating privileged sessions including Unix, Linux, Windows RDP, web based applications, network device, databases, hypervisors and virtualization management utilities.		
4.4	Solution provides tabbed browsing client for advanced system administration operations		

4.5	Solution must support inbuilt proxy for supporting secure session management across distributed environments. This functionality should not rely on native insecure tunneling of unix /linux OS or freeware utilities.		
4.6	Solution should support session isolation between potential malicious desktops and target server using hardened jump server		
4.7	Solution must allow restrictive, controlled and secure sharing & collaboration of privileged session to support teams working across multiple locations		
4.8	Solution allows secure access to target devices with and without VPN		
4.9	Solution supports multiple connection to same server using different privileges		
4.10	Solution must allow to access target system using SSH Keys without revealing private key.		
4.11	Solution supports login to AWS Management Console transparently using AWS STS		
4.12	Solution supports video like playback in a web browser with ability search any metadata.		
4.13	Session recordings must be tamper proof and encrypted		
4.14	Solution must provide toolkit to develop connectors for integrating non-supported application		
4.15	Solution support web based interface for transferring files using ftp/sftp from user machine to target server and server to server		
4.16	Solution provides deep & granular visibility into privileged account activities with logging & video playback capabilities of privileged account activities		
4.17	Solution provides session logs with correlated meta data that are linked to commands and textual information for easy reviewing		
5	**Password & SSH Key Management**		
5.1	Solution support password changes for variety of platforms including Operating System (Windows & Unix), Databases, Routers, Switches, Firewalls, Storage Devices, Cloud Portals & Hypervisors)		
5.2	Solution should support customizable password change option to rotate passwords for non out of the box supported assets		
5.3	Solution should support storage and management of SSH Keys		

5.4	Solution should support automatic rotation of SSH keys			
5.5	Solution allows to manage and rotate access & security keys for AWS IAM users			
5.6	Solution can reset or change passwords of individual accounts on-demand or based on automated schedule and criteria.			
5.7	Solution can verify password status periodically for a group of accounts and reset passwords automatically for unverified accounts			
5.8	Solution can reconcile password status periodically based on a schedule and provide list of out-of-sync passwords			
5.9	Solution should allow to set randomized password based on multiple option including dictionary characters, length, complexity			
5.10	Solution should allow password checkout for a specified period of time			
5.11	Solution should control multiple people checking out same password in same duration			
5.12	Solution uses multi-threaded password management for faster sync of password change jobs.			
5.13	Solution provide break glass functionality to retreive password securely from a Satellite vault			
6	**Server Privilege Management**			
6.1	Solution enable administrators to login with normal accounts to PAM Console and perform a transparent login with privileged accounts & control administrator triggered application execution by enforcing simple application control policies applied from a user context			
6.2	Solution allows enforcement of least privilege policies by controlling commands execution profiles by users on Unix based machines			
6.3	Solution allows enforcement of least privilege policies by controlling application execution profiles based on user logon on windows-based machines			
6.4	Solution allows users to logon to Windows Server with normal accounts and elevate privileges based on pre-approved policies			
6.5	Solution allows implementation of additional security control for re-authorization of administrators to highly critical application usage			
6.6	Solution should control & manage 'Su' commands based on user policies & Manage SUDO with ease and full proof audit capabilities			

6.7	Solution restrict Commands based on a user profile and capture complete video and command logs for review and audit purposes		
6.8	Solution allows provisioning of unix & linux local users accounts without manual intervention		
7	**Privileged Task Management**		
7.1	Solution provide automatic execution and management of privileged tasks with prepackaged commands for easy automation of routine backup jobs, routine file movement activities, service execution based on application job schedules, data gathering from multiple systems, configuration checks & configuration change based on SSH, telnet and PowerShell interfaces.		
7.2	Solution allows users to publish prepackaged tasks and also delegate to other team members without any session login.		
7.3	Solution captures complete log of execution activities for later review.		
8	**Monitoring, Analytics & Reporting**		
8.1	Solution allows monitoring real-time viewing of privileged session of users form centralized web console		
8.2	Solution should support notifications for abnormal user behavior activities like long session duration, outside work hour access etc.		
8.3	Solution should track abnormal and suspicious user activity and provide notifications		
8.4	Solution provides out of the box reports and customized reports for Account Inventory, User Inventory, Asset Inventory, System Performance, Password Activity etc.		
8.5	Solution support exporting reports in standard formats including doc,pdf,xls,csv		
8.6	Solution provides report for administrative changes carried out by administrators		
8.7	Solution provides mechanism for distribution of reports by email		
9	**Administration, Management, Encryption & Solution Security**		
9.1	**Access:** Solution should support solution administration from any HTML5 compliant browser without installing any utilities or agents.		
9.2	**Administration:** Solution should support defining flexible attribute based rules for configuring user & account groups		
9.3	**Encryption**: The solution should provide		

	include AES encryption, a FIPS 140-2 software encryption module, support for Hardware Security Modules (HSMs)		
9.4	**Multifactor Authentication (MFA):** Solution should support integrated Multifactor including soft token via SMS, Email, time tokens via mobile application or mobile push authentication		
9.5	**Multifactor Authentication (MFA):** Solution should support multi factor authenticated based on Radius and out of box integration with leading MFA providers.		
9.6	**Workflow:** Solution should support approval workflow with complete audit capabilities & notification support via email supporting multiple levels and multiple approvers at each level.		
9.7	**Workflow:** Workflow should be configurable based on context and attributes based on request for transparent access or password checkout request.		
9.8	Solution should support workflow management over mobile application interface		
9.9	**Collaboration:** Solution proposed should avail IT Staff of EC to initiate a secure collaboration session with 3rd party Vendors outside EC from the System itself without using any external 3rd party tools like (TV, Webex) so as to ensure all the access to the system is completely controlled, recorded and it should be purely session based. 3rd party vendors logging into the session should be having the same privileges like IT Staff who initiated the session		
10	**Integrations**		
10.1	**Active Directory:** Solution should support querying LDAP for nested global groups, multiple forests, and geographical location. Provide a list of active directory supported		
10.2	**SIEM System:** Solution should support Integration with SIEM Systems, Please list all the SIEM Solutions supported		
CAIP	**CYBER AI PLATFORM WITH APPLIANCE**		
	General Requirements		
1	It must use several algorithms of artificial intelligence as well as several techniques of machine learning, containing at least: deep learning, supervised machine learning and unsupervised machine learning		
2	After the initial learning period, the technology		

	must automatically provide a complete audit trail of all devices in the environment, pre-sorting at least the device type, hostname, mac address, the first and last time the device was seen on the network		
3	a. it must provide full network visibility, including traditional and non-traditional IT		
4	After the initial learning period, the technology must automatically provide a complete audit trail of all subnets found in the network		
5	It must be a self-learning platform and have an adaptive approach, that uses proven artificial intelligence to learn about the environment in which it finds itself, and detect and respond to deviations from normal activity.		
	a. the network's baseline must be adaptive and dynamic enough to suit any changes in the environment's behaviour		
7	b. it should operate completely based on behaviour, where technologies that make use of rules and/or signatures will not be allowed		
8	It must be able to take autonomous action to contain in-progress threats, giving the security team time to investigate and remediate as needed. The autonomous response must:		
9	a. rely on an understanding of normal activity and be able to surgically interrupt the unusual activity only		
10	b. take proportionate action in real time - from connection-specific interruptions through to full device quarantines either directly or via integrations with firewalls and/or Network Access Controls		
11	c. this action should not rely on agents to perform its response		
12	c. this should not require the appliance to sit in-line but rather remain passive in the network		
13	It must be based on behaviour analysis, being able to highlight at least:		
14	a. all unusual connectivity in the network		
15	b. all unusual activities on the network		
16	c. be able to do a detailed tracking of the device, indicating even its history of IPs, if it is in a DHCP scope		
17	d. be able to do a detailed tracking of the user indicating even all the hostnames associated to a certain credential		
18	e. be able to identify a significantly unusual		

	volume of connections		
19	f. identify the level of rarity of a device on the network as well as the rarity level of an external site access		
20	It must be able to automatically alert you to all unusual and abnormal activities on the network		
21	It must provide simple and fast filters in order to enable the analysis of violations by at least Users, Devices, and type of violation.		
22	It should have an omni-search search bar that makes it possible to search immediately for a device, IP, subnet, or network host		
23	It must have a user interface where it can be possible to consult the complete System status including at least:		
24	a. the software version, used disk space, CPU consumption and memory consumption		
25	b. the detailing of all active interfaces and respective traffic received through each of them		
26	c. the total bandwidth currently processed, the average bandwidth processed to date, the bandwidth recorded in the last 7 days and 2 previous weeks		
27	d. a detailed analysis of all the traffic received in the device as well as the last time the main protocols were seen, among them, HTTP, HTTPS, FTP, LDAP, SMTP, SSH, SMB, SSDP, POP3, NTLM, IMAP, Kerberos, among others		
28	It should not need to share data with a global security cloud to get its security intelligence		
29	It must be able to identify new and unknown attack behaviours without making use of signatures or rules		
30	It must be able to identify any anomalous behaviour in the environment and highlight these behaviours in real time		
31	It must be able to identify any new device inserted in the network		
32	It must be able to automatically group devices into groups and clusters by their behaviour similarity		
33	It must have a user interface for the visualization of threats in 3D being able to plot in real time the map of any connection made by the internal devices		
34	It must have a feature capable of enabling retrospective analysis of the incident's logs, returning the connection in seconds, minutes, hours or days before a certain anomaly had been		

	identified		
35	It should provide an instant overview of what is happening in the organization globally		
36	It should visually represent all network activity and connections between all machines and users (internally and externally)		
37	It should be based on probabilistic mathematical methods, analysing and correlating more than 350 distinct dimensions within the package:		
38	a. creating unique modelling techniques for each user and device, as well as for the relations between them		
39	It must be able to group the anomalies intelligently and by level of criticality		
40	It must be able to do a packet capture in real time permitting a thorough analysis of the incident at the time of the occurrence		
41	a. It must offer the option of analysing the package in both wireshark and inside its own user interface by itself		
42	It must enable the customization and adaptation of the machine learning to specific conditions and characteristics of the network		
43	It must have LDAP integration		
44	It must allow the advanced customization of the technology, allowing to consider multiple data parameters when checking a certain behaviour, among the parameters it should be possible to at least have the following options: Connections, external connections, internal connections, data transfer, external data transfer, internal SMB connections, closed-port connections, broadcasts, connected devices, data transfer (client), data transfer (server), among other relevant metrics.		
45	It must allow to import of external whitelists and blacklists		
46	The Proposed Solution Should Cover a minimum of 1000 Devices across HQ and different Branches of EC and a minimum of 3000 Devices coverage for a period of 90 days.		
47	The Proposed Solution should come with a minimum subscription/support period of 36 months from Day-1 of Deployment.		
48	The Solution Proposed should have 3 Years Manufacturer's warranty on the Hardware Appliance supplied.		

49	If EC Desires, the bidder should deliver a Free of Charge Proof of Concept of the solution proposed with hardware and software pre-installed and configured at EC's Premises.		
	External Integrations and Report		
1	It should enable the automatic creation of executive reports covering at least one overview of:		
2	a. the entire deployment summary indicating the total number of devices, total number of subnets and processed media bandwidth		
3	b. a summary of breaches per attack phase		
4	c. a devices breach summary		
5	d. a TOP devices summary breaching high priority conditions		
6	e. a summary of the most frequent breaches to main compliance items such as misuse of: USB, google drive, outbound RDP, external SQL, among others		
7	f. a TOP devices summary that most breaches the compliance conditions generating risk to the organization		
8	It must have a Dynamic Threat Dashboard for a simplified overview of real-time threats that is simple and intuitive and that enables at least:		
9	a. an immediate understanding of breaches with a description of what that breaches means		
10	b. a recommendation for the action that could be taken		
11	c. a filtering for breaches more critical as well as for devices more critical		
12	d. a complete breach detailing with device data, history, tags, connections, logs, and device history		
13	e. a possibility of opening a more detailed and detailed investigation of the logs and connections with the topology plotted in 3D		
14	The system must be OPEN API, supporting integrations with other security elements at least in the following formats:		
15	a. CEF, LEEF, JSON, SYSLOG, TAXII, among others		
16	The technology must have its own mobile app available in both Google Play Store and Apple Store in order to enable remote management of incidents		
17	The proposed Solution should have in-built Analyst Feature with AI and ML Capabilities		

	and should minimum deliver the following: i. A high-level Summary of the incident and associated Model Breaches ii. A detailed timeline highlighting relevant events related to the incident iii. Attack phases involved in the incident. iv. Fully automates threat investigations at a speed and scale that no human ever could v. Ability to create a shareable report in different supported formats with all the stake holders within the organization. vi. Present a list of related breaches and alerts and have those connect to other breach devices		
	Architecture		
1	It must support a complete and scalable architecture through the licensing of additional components required to integrate with the various digital environments, including on-premise, cloud and hybrids, if EC wishes to acquire them in the future, supporting at least: 1. Amazon AWS SaaS, EC2, IAM, S3, VPC and LAMBDA 2. Microsoft Azure 3. Google G-Suite 4. Office 365 5. Virtual components (virtual machines) Scripts for analysis of local servers (sensors for operating systems)		
2	It must support a distributed architecture with components working in the MASTER-SLAVEs architecture where all data analysis and correlation is performed locally and only metadata is forwarded to the central site for centralized administration so as not to burden the network.		
3	It must consume and analyse raw data (raw packets) through port mirroring (SPAM) or through the use of a TAP		
4	The prosed technology will not be accepted if it only uses partial analysis of the packages making use of sflow, jflow, netflow, among others, please explain how your technology can comply to this requirement.		
5	The solution should be supplied in the form of an Appliance manufactured by the same Manufacturer as the software. Manufacturer should provide warranty on the Hardware and Software.		

6	Supplied hardware appliance from the Manufacturer must be capable of handling up to 5Gbps of throughput		
7	A single hardware appliance must be supporting the analysis of up to 50,000 devices		
8	The hardware specified must not exceed standard rack mount 2U size		
9	The hardware specified must have at least the following physical interfaces: 1x 10/100/1000 BASE-T to act as an administration interface 1x 10/100/1000 BASE-T to act as a remote management interface 3x 10/100/1000 BASE-T to act as copper interfaces for traffic analysis 2 x 10Gbe/1Gbe SFP+ to act as analysis ports SFP+		
10	The hardware specified must have a redundant power supply		
Support and Assistance			
1	It must have an online portal available for client access by providing at least:		
2	a. two factor authentication		
3	b. Pre-scheduled periodic training sessions, without additional cost for the client		
4	c. a complete library of solution documents, as well as specific fields where the latest product updates, release notes, and FAQs can easily be validated		
5	d. contain specific feature for the opening of support tickets, which enables fast, simple opening and case detailing. All ticket updates must be updated in the system and be forwarded via email and must have a complete call history track.		
6	e. it must have fields of debate about Cyber Threats and publications of security experts about current questions.		
7	It must provide helpdesk / diagnostic and remote support for issues		
8	Manufacturer should also have a SOC Facility and should provide Proactive Cyber Assistance to EC if EC wants to acquire that service as part of Cyber Security Strategy. Please include that service as part of the Commercial Proposal for a period of 60 Days and EC would choose the Start and End Times of that service offered.		
Training Requirements			

1.	Bidder to propose training for 2 IT Staff of EC for each of the proposed solutions at an Authorized Training Center of the Manufacturer. The cost of this training should include the following and to be part of Financial Proposal 1. Course Registration Fees 2. Flight Tickets 3. PerDiem (Includes the Day of Travels) 4. VISA Charges		
	Bidders Requirements		
1	Bidder should submit Manufacturer Authorization Letters as part of Bid Submission		
2	Bidder should have minimum two resources certified on the proposed technology solutions to EC, Please submit Valid ID Proof/Passport/Work Permit and Signed Resumes of such resources as part of Bid Submission		
3	Bidder should submit detailed Project Plan including all the activities of Implementation as part of Bid Submission and the Project Plan should include all the milestones for implementation of the proposed Solution.		
4	Bidder should have minimum two references on the proposed solutions. Please submit PO/Contract Copies as part of Bid Submission.		
	Warranty and Support		
1.	Warranty on Hardware appliances , Software Licenses and Support should be for 3 years		

LOT3:Supply and Installation of Election Results Visualization (ERVS) Software for the National Tally Center

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	*b*	*c*	*d*
1.	**Web-based Election Results Visualization Software (ERVS) for the National Tally Center**		
	Uganda Map Visualization		
1	The ERVS should be a web-based Software to provide visualization of 2021 Presidential Election Results at the National Tally Center in different graphical display.		
2	The system must be user friendly (i.e any user should be able to navigate and use the system without any prior training.		
3	The system should provide a Uganda interactive map with all the districts indicated on the map.		
4	Should Display all district results for Presidential elections in the map showing the scores and percentages for each candidate for each district.		
5	The system should be able to rank the candidates based on scores in each district.		
6.	The system should be able to shade the map by the color of the Political Party for the candidate who has the highest scores (votes) in each district. This should be real-time and dynamic (meaning it should change the color dynamically based on who has the highest votes in the district at any one time).		
7.	The system should have toggle **buttons** to allow selection/Switch to show the results (by Political party color) of a single candidate on the map depending on the choice of the end user.		
8.	The system should be touch screen enabled and should allow click and drag pop-up windows.		
9.	When a user selects particular district on the map the system should allow a pop-up window showing pie-chart of all candidates performance with percentage scored and part colors		
10.	The system allow dragging the pop-up to any position on the screens		
11.	The system should allow more than one district pop-up windows making results comparison		

	easier.		
12.	The system should allow zooming and zooming out of the map.		
12.	The System should allow automation of loading of the Election Results from the **ERTDS** system to the **ERVS.**		
	Graphical and Tabular Hierarchy Presentations		
13.	The system should show both the graphical performance of the candidates at the District level showing the pie-chart and the individual scores. The User should be able select or search on particular district and the results for that district is displayed.		
14.	The system should dynamically show the pie-char and scores at any different administrative hierarchical levels from district, sub county, to the Parish level showing the pie-char and candidate's scores and percentages at each of these level. The user should be able to dynamically select or search for results at any one level and the system should automatically refresh depending on the level selected.		
15.	At parish level, the System should show the pie-chart and the parish results for each candidates and tabular results from each of the polling stations from that Parish indicates scores for each polling station and percentages.		
16.	The system should show national level performance of candidates in forms of bar charts, pie-charts indicating scores and percentages. The system should also show candidates images, party **symbols** and colors.		
17.	The system must be secure, the bidder should indicate how this system shall be secured		
18.	The Software design should be responsive		
19.	The system should allow display of the scanned image of the DR form from which the results of the polling stations were captured from. It should be a split screen display which shows the entered results and the scanned DR form for that polling station.		
	Results of other Elections		
20	Other than the major results of the Presidential Elections, The ERVS system will be required to display summary results of other elections such as Directly Elected Members of Parliament and Women Members of Parliament Per		

	Constituency which will be also held on the same day.		
21	After the elections at NTC, the bidder will be required to re-configure the same environment at the EC Headquarters for continuous access of the ERVS system. The environment at the EC Headquarters shall be virtualized.		
	Demonstration of the System		
22	The Provider shall be required to make a demonstration of its proposed solution as part of the technical evaluation. The provider should get dummy data for the demonstration from the previous 2016 General Election results which can be accessed at www.ec.or.ug.		
	Integration, Customization, Optimization of the ERVS with the Visualization hardware.		
23	The bidder shall be required to install and customize the ERVS software on the 75" touch screens and the Video wall located at the National Tally Center.		
24	The provider shall be required to integrate the system for data interchange with the ERTDS system.		
	Training		
25	The bidder shall be required to provide local technical training to 5 EC staff on the usage of the system.		
26	The bidder shall provide local training to 2 system administrators on the installation and configuration of the system and on how to load/update the results into the system.		
27	The bidder will provide 02 technical trainers during the TOT National Workshop.		
	Bidders Requirements		
28	The bidder must be a locally a registered company.		
29	Bidder must have experience in delivery supplies/services in government institutions. Reference of at least two site will be required with contract value of UGX 500M and above.		

LOT4:

Supply and Installation of

Data Communication/ Internet

Connectivity for the District

Tally Centers, National Tally Center,

Disaster Recovery Site and

EC Data Center.

Internet connectivity is required in each District Tally Center (DTC) for transmission of Election Results to the National Tally Center (NTC). The data to be transmitted includes scanned images DR and TR Forms.

Electoral Commission is required to announce Election results within a period of 48 Hours from Closure of polls. The Commission therefore requires secure and reliable internet connections within those 48 Hours.

The DTCs are located within the District Head Quarters in gazetted places for Tallying of Election Results like Town halls, Council halls and in a few cases at the EC District Offices. The DTC's are temporary, so whatever infrastructure is to be installed at the DTC must be movable.

Technical Details

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	*b*	*c*	*d*
Lot 4a	**Primary Data Connections**		
	Under this lot , the bidder shall be required to provide the primary internet/data connection for the ERTDS system from all the the different access points namely: 1) All the 135 DTCs connecting/Communicating to PDC and the Disaster Recover Site (DRS) Simultaneous. 2)The DRs to the Nationally Tally Center, DR Site shall also be used as failover)		

	3) Connection between the NTC and the PDC. The following shall be required;		
1	Dedicated Internet /Data Connection & Equipment to District Tally Centers (x 135 Sites;		
2	Private APN with simcard speed of 512kbps/512kbps dedicated high performance connection to 135 districts with 10Mbps leased to HQ and DR.		
3	Provide the necessary hardware, and terminations required to setup the connections.		
4	The 135 Routers should be two in one (i.e router and switch)		
5	Provide Fibre Connection to the DRS and DRS to NTC		
6	Provide Fibre Connection at HQ PDC and H/Q PDC to NTC		
7	Provide Routers/Equipment for all the sites (DTC, DRS, PDC and NTC)		
8	Provide Installation , Configuration ,, testing and Support Services		
9	Provide Support during the testing of the connectivity when the installation of all hardware and software is complete. Testing shall take place across the entire county. Two tests shall be conducted; 1) Immediately after installation of ERTDS System , and 2) 1 Week to the first election day. The provider should include costs and resources required to support these tests		
10	Provide Support and Maintenance		
	Other Requirements		
11	The provider should specify the mode of delivery of the services listed above.		
12	The provider shall be required to Integrate the proposed Internet connections to the existing EC network infrastructure and the backup links provided by another service provider. The Provider should explain how the primary and backup links shall be integrated together.		

13	The Provider shall ensure high availability and quality of services. Please explain how this shall be achieved.		
14	VPN setup should support Android, iOS, Linux, Macos and Windows. Administrator portal should provide for intuitive configuration of settings		
15	Deliver an IPv4 ready and compliant connection		
16	Availability and Connection - Not less than 99.5% uptime link per month		
17	Provide availability reports in real time.		
18	Provide single point of contact for 24x7 customer support services and proactive notice of scheduled downtimes or service interruption		
19	Provide diagnostic reports and updates in case of connection failure		
20	**Monitoring tools**: The provider will be required to provide Access Usage reports to EC as such the provider shall; i. Provide an online portal for accessing the service provider's network monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results accessible 24/7 by authorized personnel. ii. Describe the key features of the Web portal for accessing the service provider's network monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results.		
21	Provide Service Level Agreement with "Performance Rebates" **(Provider to attach a draft Service Level Agreement)** The contract also includes free on call technical support, specify the expected maximum downtime of the primary link, among others		
22	**Delivery schedule**; This service shall be required for a		

	maximum period of 3 month and then decommissioned after the 2021 General Elections. The Period shall cover the testing period and election period. Installation of the data links should be completed by 30th November 2020 and will remain active for a period of 3 months until 28th February 202.		
	Testing of the Links		
23	As part of the post qualification, technically complaint Internet Service Providers **may** be required to provide an Internet test link with the same requested specifications for a period of at least three days and not exceeding one week, at their own costs. The link will demonstrate capabilities of all the above technical requirements and during this period, the ISP will provide an online portal for accessing the provider's network monitoring tool showing internet link bandwidth utilization graphs. The proposed backup link will also be tested during this demo period		
	Experience of the Provider		
24	The Bidder must be a telecom/Internet Service Provider.		
25	The bidder must provide proof of wide coverage of internet services in the country		
26	The provide must have at least 5 years of experience in the industry (Please Submit Company profile)		
27	The provider should submit at least **five (5)** sites where they have installed and commissioned similar ICT infrastructure and provided similar service in the last five years		
28	**Technical capacity;** The Provider shall provide the profiles of three (03) of its key personnel that will be responsible for the delivery of the service i.e; 1. List of Technical Staff including **One (01) Technical Manager and**		

	Two **(02) network engineers** 2. Qualifications and years of experience (technical staff and managers). 3. Attach Curriculum Vitae (C.V)		
	Network Prioritization		
29	The Election Results Communication Infrastructure is a very critical infrastructure that needs special attention in terms of security, availability and Efficiency/Speed. The Commission requires this infrastructure for a maximum of 48 hours to deliver the Presidential Election Results. The provider is therefore required to provide a proposal on the best approach to maximize the proposed solution, with a view of uncapping the bandwidth within those 48 Hours.		
Lot 4b	**Backup Data Connections**		
1.	The Backup link should meet all the requirements stated for the Primary Data Connection above. Except that ; 1) The backup links should be able to utilize the same routers and the same VPNs. 2) Should allow smooth switch over from primary to backup link.		
2.	Under this lot , the bidder shall be required to provide the **backup internet/data** connection for the ERTDS system from all the the different access points namely: 1) All the 135 DTCs connecting/Communicating to PDC and the Disaster Recover Site (DRS) Simultaneous. 2)The DRs to the Nationally Tally Center, DR Site shall also be used as failover) 3) Connection between the NTC and the PDC. The following shall be required;		
3.	Dedicated Internet /Data Connection & Equipment to District Tally Centers (x 135		

	Sites;		
4.	Private APN with simcard speed of 512kbps/512kbps dedicated high performance connection to 135 districts with 10Mbps leased to HQ and DR.		
5.	Provide the necessary hardware, and terminations required to setup the connections.		
6.	The 135 Routers should be two in one (i.e router and switch)		
7.	Provide Fibre Connection to the DRS and DRS to NTC		
8.	Provide Fibre Connection at HQ PDC and H/Q PDC to NTC		
9.	Provide Routers/Equipment for all the sites (DTC, DRS, PDC and NTC)		
10.	Provide Installation , Configuration ,, testing and Support Services		
11.	Provide Support during the testing of the connectivity when the installation of all hardware and software is complete. Testing shall take place across the entire county. Two tests shall be conducted; 1) Immediately after installation of ERTDS System , and 2) 1 Week to the first election day. The provider should include costs and resources required to support these tests		
12.	Provide Support and Maintenance		
	Other Requirements		
13.	The provider should specify the mode of delivery of the services listed above.		
14.	The provider shall be required to Integrate the proposed Internet connections to the existing EC network infrastructure and the backup links provided by another service provider. The Provider should explain how the primary and backup links shall be integrated together.		
15.	The Provider shall ensure high availability and quality of services. Please explain how this shall be achieved.		
16.	VPN setup should support Android, iOS, Linux, Macos and Windows. Administrator portal should provide for intuitive configuration of settings		

17.	Deliver an IPv4 ready and compliant connection		
18.	Availability and Connection - Not less than 99.5% uptime link per month		
19.	Provide availability reports in real time.		
20.	Provide single point of contact for 24x7 customer support services and proactive notice of scheduled downtimes or service interruption		
21.	Provide diagnostic reports and updates in case of connection failure		

22.	**Monitoring tools**: The provider will be required to provide Access Usage reports to EC as such the provider shall;
	
	   iii. Provide an online portal for accessing the service provider's network monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results accessible 24/7 by authorized personnel.
	
	   iv. Describe the key features of the Web portal for accessing the service provider's network monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results.		

23.	Provide Service Level Agreement with "Performance Rebates" **(Provider to attach a draft Service Level Agreement)** The contract also includes free on call technical support, specify the expected maximum downtime of the primary link, among others		
24.	**Delivery schedule**; This service shall be required for a maximum period of 3 month and then decommissioned after the 2021 General Elections. The Period shall cover the testing period and election period. Installation of the data links should be		

	completed by 30th November 2020 and will remain active for a period of 3 months until 28th February 202.		
	Testing of the Links		
25.	As part of the post qualification, technically complaint Internet Service Providers **may** be required to provide an Internet test link with the same requested specifications for a period of at least three days and not exceeding one week, at their own costs. The link will demonstrate capabilities of all the above technical requirements and during this period, the ISP will provide an online portal for accessing the provider's network monitoring tool showing internet link bandwidth utilization graphs. The proposed backup link will also be tested during this demo period		
	Experience of the Provider		
26.	The Bidder must be a telecom/Internet Service Provider.		
27.	The bidder must provide proof of wide coverage of internet services in the country		
28.	The provide must have at least 5 years of experience in the industry (Please Submit Company profile)		
29.	The provider should submit at least **five (5)** sites where they have installed and commissioned similar ICT infrastructure and provided similar service in the last five years		
30.	**Technical capacity;** The Provider shall provide the profiles of three (03) of its key personnel that will be responsible for the delivery of the service i.e; 4. List of Technical Staff including **One (01) Technical Manager and Two (02) network engineers** 5. Qualifications and years of experience (technical staff and		

	managers) .		
	6. Attach Curriculum Vitae (C.V)		
	Network Prioritization		
31.	The Election Results Communication Infrastructure is a very critical infrastructure that needs special attention in terms of security, availability and Efficiency/Speed. The Commission requires this infrastructure for a maximum of 48 hours to deliver the Presidential Election Results. The provider is therefore required to provide a proposal on the best approach to maximize the proposed solution, with a view of uncapping the bandwidth within those 48 Hours.		

LOT 5: Supply and Implementation of Election Results Transmission and Dissemination System (ERTDS) and Equipment

1.0   Background

The Electoral Commission has successfully deployed Election Results Transmission and Dissemination Systems (**ERTDS**) during the last 2 General Elections of 2011 and 2016. The ERTDS is usually installed at both the Electoral Commission Headquarters and in each of the Districts at the District Tally Centers (**DTC**) Countrywide. The ERTDS is used for tallying, tabulation and transmitting of election results to the National Tally Center (**NTC**) for final consolidation, declaration and dissemination to all stakeholder and the public. All the previous ERTDS projects used a hybrid method of Election Result Management (EMS).

The Commission intends to acquire **an improved version of ERTDS system code-named** ERTDS-**2** to be used during the 2021 General Elections, and for any future elections and by-elections. The ERDS-2 will still continue to use the hybrid method where part of the process is paper based and feed into a computer based system.

In Uganda, the Electoral Commission is required by law to count, tally, transmit, announce and declare final elections results within a period of **48 hours** from the time of the official closure of Polls which is at 4.00pm on polling day.

In addition, it is a requirement that the Commission transmits electronically the following documents from each of the District Returning Officer;
  (a) Return Form
  (b) The Tally sheets and
  (c) The declaration of the results forms (DR forms) from which the Official addition of the Votes was made.

Based on the above requirement, the proposed system shall be designed in such a way to ensure 100% scanning of DR Forms for all Elections and Transmission of the Election Results and Scanned Forms to the National Tallying Center.

The Bidder is expected to configure *a ready-to- use Electronic Result Transmission system (ERTDS)* complying with the following functionalities:

  a. The capability of quickly capturing the polling station results at the District Tally

     Centre including scanning of the DR Forms

  b. Verifying, processing and securely transmitting the results and the scanned DR to the

     National Tally Centre.

  c. Reception, verification and approval of the results from all of the District Centres at the

     National Tally Centre.

  d. Aggregating the approved results from the election at a national level.

  e. Broadcasting of the approved results over the Internet for public and media

consumption.

f.   Providing the Electoral Commission with visibility of the entire process at all times.

g.   Advanced auditing mechanisms and protocols that ensure the results reported from the polling stations are the same as the ones received at the National Tally Centre (e.g., end-to-end verifiability).

h.   Security mechanisms that ensure the integrity, authenticity and privacy of the data at all time during the process.

i.   Provide a system that can handle elections results for the presidential to the lower elections

j.   Provide a system that can handle future by-elections and elections

The Bidder is also expected to customize and configure a district level and national level infrastructure comprising hardware (servers, terminals, Data Connectivity, Scanners) and commercial off-the-shelf software (COTS) to deliver a complete end-to-end solution.

Below are the details of the composition of the Election Rounds.

1.1 Election Rounds

General Elections in Uganda are held every after 5 years and every election cycle includes 4 major rounds of elections, all held within a period of 30 days. The forthcoming General Elections shall be held between the **11th January 2021 and 12th February 2021.** Each election round is comprised of **3 elective offices** on a single day by universal adult suffrage and secret ballot.

The table below provides details of the election contests in each round:

Election Round	Election Information	No. of Positions	Counting system used
Round 1	Presidential and Parliamentary Elections		
	1.Presidential(PRES)	1	First pass the post
	2.Directly Elected Member of Parliament(DEMP)	296	Simple Majority
	3.District Woman Representative to Parliament (DWMP)	135	Simple Majority

Election Round	Election Information	No. of Positions	Counting system used
Round 2	District Local Governments Council Elections		
	1.District/City Chairperson – LC V Chairpersons(DCP)	135	Simple Majority
	2.District Directly Elected Councilors (DDEC)	2,101	Simple Majority
	3.District Women Councilors(DWC)	1,372	Simple Majority
Round 3	**Municipality/City Divisions Council Elections**		
	1. Chairperson/Mayors (**MUM**)	52	Simple Majority
	2.Directly Elected Councilors(**MDEC**)	1,072	Simple Majority
	3.Women Councilor(**MWC**)	712	Simple Majority
Round 4	**Sub County/Town Councils Elections**		
	1. Sub county Chairpersons – LC III Chairpersons (**SCP**)	2,062	Simple Majority
	2. Directly Elected Councilors (**SDEC**)	10,310	Simple Majority
	3. Women Councilor (**SWC**)	11,673	Simple Majority

1.2 Administrative Unit Structure

The electoral administrative units' hierarchy in Uganda is currently divided into the following levels, the figures indicated are projected figures for the 2021 General Elections as indicated in the table below;

Sr#	Administrative Units	Number of Units
1.	National Level – Presidential Election	1
2.	Districts	135
3.	Parliamentary Constituencies	296

4.	Sub Counties	2,062
5.	Parishes	10029
6.	Polling Stations	34,344
7.	Villages	68,564

Note: The number of units provided in the table above may not be final figures, they are subject to adjustments. The final figures shall be provided before the system is deployed for the elections.

For the upcoming election the expected number of Polling Stations is 34,344, distributed in 135 Districts. For proper sizing of the DTCs the following table contains the quantity of Districts with the expected number of polling stations:

Number of District	Number of Polling Stations
1(Wakiso)	1,435 (Max.)
1 (Kampala)	1,420
5	Between 500 and 680)
9	Between 400 and 499
15	Between 300 and 399
48	Between 200 and 299
45	Between 100 and 199
11	Below 100

The table gives guidance on the amount of data to be captured and documents to be scanned at each District Tally Center.

1.3 Stages of counting of ballots and tallying of election results.

Counting, tallying, transmitting and declaration of election results is done at **3 different levels** namely: Polling Station (**PS**), District Tally Centers (**DTC)** and National Tally Center (**NTC).**

1.3.1 Polling Station (PS)

In the Polling Station the ballots are counted, and the Declaration of Results forms (**DR**) are generated/filled in through the following process;

1. Once the polls are closed, the Presiding Officer(**PO**) will count the votes of each election contest corresponding to that polling station, results are then tallied, announced, and entered into a Declaration of Results form (**DR Form**) for each candidate. **One (1) Official DR form** will be produced for each electoral contest at the Polling Station.

2. **Additional DR forms** are filled to provide a copy to each contesting candidates agents and copy to remain at the polling station.
3. One (1) copy of the DR form is locked in the metallic ballot boxes.
4. The original copy of the **DR form** for each election contest of the Polling Station is physically transported from the Polling Stations through the Sub county collection centers to the respective **District Tally Center** in **a temper-evident envelope**.
5. The DR forms shall be received at the **DTC** by the District **Returning Officers.**

1.3.2. District Tally Center (DTC)

At the District Tally Center, a local infrastructure of the **ERTDS-2** must be deployed to receive, digitize and tabulate DR forms from the Polling Stations for all the election contest for each of the election rounds. The follow process shall be considered;

1. **Initial activity:** The system should allow to generate a zero-level report that shows that there is no vote registered in the system and notify to the National Tally Center (**NTC)** that the **DTC** is ready to start operating.

2. **Receive DR forms**: The physical **DR forms** are received from each Polling Station for each contest by the **DRO** who announce the results from each DR form and hands them over to the tally team for data capture.

3. **Scan DR forms**: The first step is to scan each page of the received DR forms and convert it into electronic format (Duplex scanning shall be required) since the DR form is printed on both sides. The system must be able to process all the DR Forms, transform the elections results data contained in the original DR Forms into an electronic format so that the elections results can be automatically tallied by the system.

4. **Forms tabulation**: The proposed solution must be based on a model of **Double verification**, in which at least two (2) independent operators tabulate the scanned forms on the system and can manually input elections results data by comparing it with the scanned DR Form.

5. **Processing and validation**: The proposed system must include **automatic validations**, and, **automatic recognition of data from the DR** such as **Polling Station Code**, **DR Form Code**, **Polling District and Election Contest**. The validation process should include at minimum the following:

   i. If the information entered by both tabulation operators are identical, the results are validated, comparing the total votes (sum up the valid votes cast for each candidate and the invalid votes and comparing against the number of registered voters in that polling station. In this case , the results ready to be approved by the District Returning Officer (RO)

   ii. If the information entered by both tabulation operators are not identical, they are sent for review by the District Returning Officer. The returning officer then guides the data entry clerks to make the necessary corrections.

   iii. The Returning Officer may decide to reject a form if it contains invalid results. In this case the scanned form is always kept for auditing purposes.

6. **Consolidate results:** The system processes the validated results and tabulates the election results of each contest.

7. **Announce provisional results**: For electoral contests that include positions applicable at District level, the system must be capable to process, tally and generate final elections results to be announced in that District. Electoral contest applicable to the District level include **Members of Parliament**, **District Chairperson** and all those below. The Presidential Election Results are continuously transmitted to NTC immediately after approval by the RO. The RO

can also announce the provisional presidential results which have been captured, approved and transmitted to the NTC.

8. **Print Transmission of Results (TR) form:** After all results from a contest have been validated, the District Returning Officer will be able to review and certify the complete election contest results and print a Transmission of Results form, which is then physically signed by the District Returning Officer.

9. **Send results to NTC**: After results from a contest have been reviewed and accepted by the District Returning Officer, the scanned forms (DR and TR forms) and results are sent to the National Tally Centre and published in the District Tally Centre Display Screen.

10. **Progress display**: A progress screen is displayed in the DTC showing: status of the scanning process, status of the forms processing, election results per contest, and status of the transmission to the National Tally Centre.

11. **Scanning of the DR Forms:** The System should have the capacity to do bulk scanning of the DR forms. The system should be able to detect the election contest to which the form belongs. Scanning may be done with the DR forms are sorted by contest or without sorting at all.

1.3.3. National Tally Centre (NTC)

The following are the actions required to be performed at the National Tally Centre:

1. **Electronically Receive District results:** The tally system securely receives the results for each district electronically.

2. **Verify results:** Verification checks are done on the results to check for errors and accuracy. The system checks that the results have not been tampered with during transmission and validates the information against business rules to be set by **Electoral Commission.** A separate team of **Operator Auditors** shall be required to verify the presidential results at the NTC by comparing the transmitted results against the scanned DR forms to ascertain the accuracy of the results.

3. **Clarification of discrepancies:** The system should show in case of any discrepancy with the results received from the District, in which case the National Tally Centre may seek clarification with the corresponding District Returning Officer, who may be required to review physical DR forms and re-enter its information into the system.

4. **Aggregate results:** The results from all Districts are aggregated by the system.

5. **Announce provisional result:** The system shall be required to generate provisional results reports which are announced at different intervals.

6. **Disseminate provisional results:** Each time the Returning Officer announces the provisional results the system must disseminate the provisional results by showing the results on the display screens at the NTC and publish them on the election results website.

    i. The website should display the information in any kind of device (**responsive**).

ii. The website should display the information in graphic format (tables, bar, etc.).

iii. The website should allow to look for results at each level (Country, Districts, Sub County, Parish and Polling station) and also display the scanned DR forms to provide for transparency.

iv. The website should allow to download the results

v. The website should show the performance of each candidate on the Ugandan Map, the Map should by dynamic.

7. **Approve results:** Before the announcement of the final results, the system presents the results to the Returning Officer, who verifies and approves those results.

8. **Declaration of the final results:** Once there is a clear majority, the declaration of the winner is made.

i. The system should implement the adjudication algorithm for each contest, in order to declare the winners.

ii. The system should generate the **Statuary Results declaration form** for the Returning Officer.

iii. The System should produce District Tally Sheets for Stakeholders

9. **Dissemination of final results:** The system shall also disseminate the final results. The results must be streamed to a public election results website and shown in progress display screens in the NTC.

10. **Progress display:** A progress screen is displayed in the NTC showing: status of the District results reception process, status of the different contests, and election results per contest.

11. Public election results website: the bidder must include a feed to be used by the public election results website that will be set up and hosted by the Electoral Commission.

1.3.4 ERTDS Process Flow Diagram (Summerizes the above described procedure)
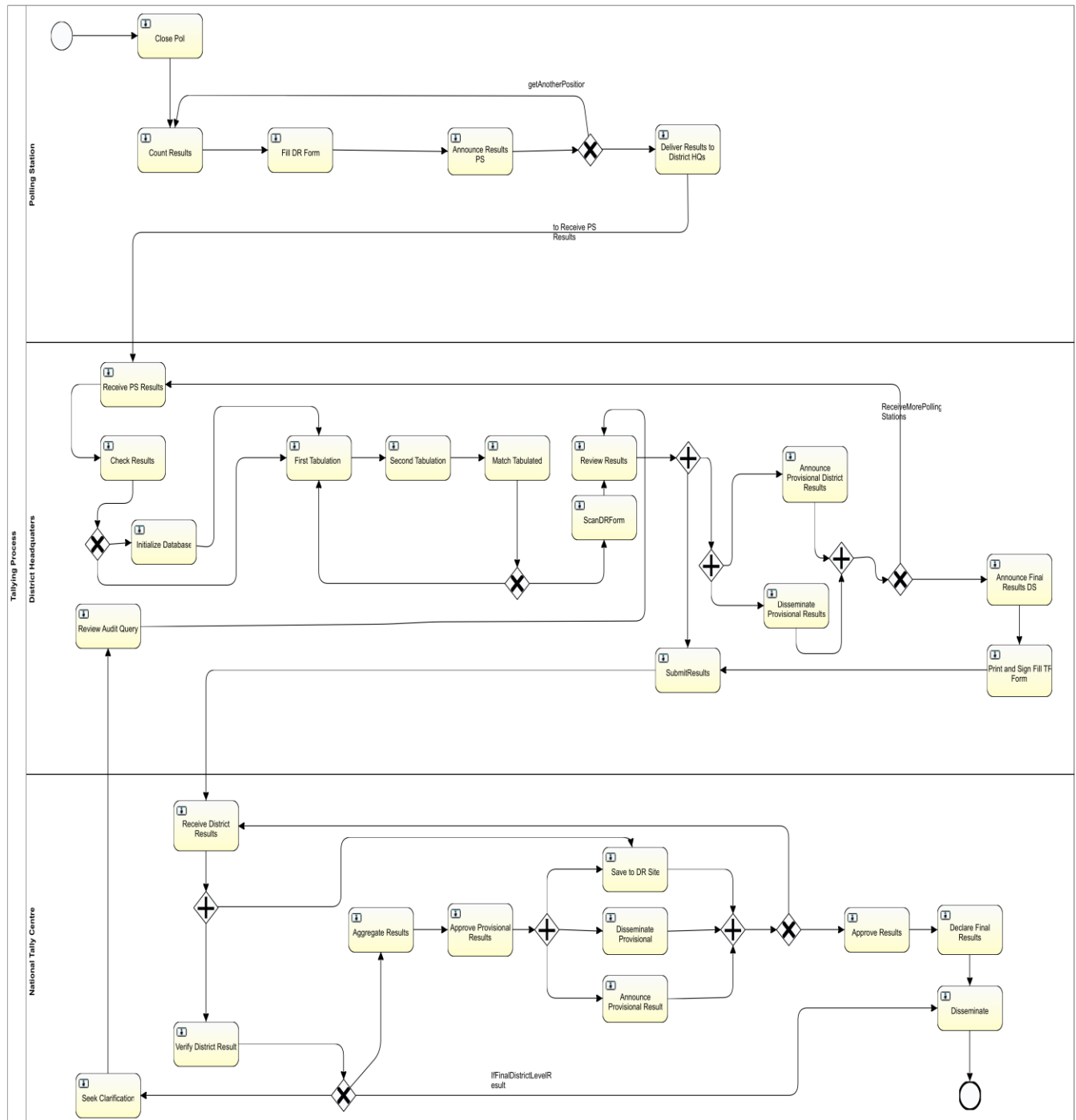
2.0. Summary of deliverable for ERTDS-2 under Lot 5.

Below is the summary of supplies/deliverables for this system

No.	Description of the deliverable
1.	Supply of equipment including (Laptops, Desktops, LAN Switches, Servers, Document Scanners, Barcode Scanners and accessories to operate **135** District Tally Centers (**DTC**), Primary Data Center (**PDC**) , National Tally Center (**NTC**) and Disaster Recovery Site (**DRS**).
2.	Supply of Software and Support Services for the District Tally Centers.
3.	Supply of Software and Support Services for the National Tally Centers.
4.	Configuration of all ballot data related to the Elections: e.g Election name and date, political subdivision, polling station information, expected voters, contest, party (name, logo, color, etc.), and candidates' information.
5.	Design DR forms **Templates with unique barcodes containing polling station location code, election contest** to be adopted by the proposed solution for all the election contests.
6.	Provide configuration and testing of the equipment and Software (including User Acceptance testing, field simulation and stress testing)
7.	Installation and configuration of the District Tally Centres and National Tally Centre infrastructure (including hardware and software)
8.	Designing and implementation of the ERTDS-2 Architecture including installation and configuration of PDC, NTC and DRS Hardware and Software and designing of the Disaster Recovery Plan Procedure.
9.	Conduct Training of Trainer(TOT) training for the **National Level Support team** and **District Support Technicians (DST)**
10.	Providing Technical support services and troubleshooting during all the rounds elections.
11.	Ensure proper functionality and operation of the equipment during the execution of the contract.
12.	Provision of any related Services as described in this document.
13.	Provision of Warranty on hardware and Software
14.	Provision of post-election services which includes ascertaining completeness of all

results, virtualization of ERTDS environment and transfer of all data into an Oracle Database.

3.0. Detailed Technical Requirements

This section provides the required specifications for the different components of the system.

Summary of requirements at the District Tally Center

For clarity purpose, below is the summary of equipment at the District Tally Center

District Tally Centers
The provider should design a "Tally Kit Set" for each District Tally Center. The kit should be fairly integrated to make it easy to install at the district (i.e. Plug and Play).

Each District Tally Kit Set shall be comprised of the following components;

For 133 Districts (Except Kampala and Wakiso Districts)
1) 1 District Tally Server/Approval Station in form of a High-End Laptop
2) 1 High Speed Document Scanner
3) 4 Tally Stations (Laptops)
4) 1 Printer (to be provided by the Commission)
5) 1 Network Switch
6) 1 Hand Held Optical Bar code scanner
7) Tallying Software
8) Display Screen (To be provided by EC)
9) Internet connectivity (2 Services providers) to be provided by the ISPs

For **Kampala District**
Kampala has 5 Division, each Division will have a Mini Tally Center but all located in one area. The Kits shall include
1. 1 Hardware Server Machine
2. 5 District Tally Server/Approval Station (High-end Laptops)
3. 1 High Speed Document Scanners
4. 20 Tally Stations (Laptops)
5. 5 Printers (1 Per Division to be provided by EC)
6. 5 Network Switches
7. Hand Held Optical Bar code scanner
8. Tallying Software
9. 5 Rolls of Cat6 Cable (305M)
10. 1,000 Pieces of RJ45
11. Metallic Pipe for trunking to cover 400M
12. Labour for setting up the LAN
13. Full time network engineer during all elections days.
14. Display Screen (To be provided by EC)
15. Internet connectivity (2 Services providers) to be provided by the ISPs

For Wakiso District

Wakiso will get 4 Tally Station of each of the 3 Divisions. The kit shall include;

1. **1** District Tally Server/Approval Station (High-end Laptop)
2. 1 High Speed document Scanners
3. 12 Tally Stations (Laptops)
4. 1 Printer (be provided by EC)
5. 1 Network Switches
6. Hand Held Optical Bar code scanner
7. Tallying Software
8. Display Screen (To be provided by EC)
9. Internet connectivity (2 Services providers) to be provided by the ISPs

The detailed technical requirements for all the Components of the ERTDS system are specified below;

Detailed Technical Requirements			
Item No.	**Technical Specification required including applicable standards**	**Compliance of specification offered**	**Technical literature on specification offered in column c**
a	*b*	*c*	*d*
1	**ERTDS Software**		
1.1	**Customized ERTDS Software with unlimited Perpetual Licenses. The software must have the following requirements.**		
	District Tally Center		
1.	The system should allow to generate a zero-level report that shows that there is no vote registered in the system for each District and notify to the National Tally Center (NTC) that the DTC is ready to start operating.		
2.	The System should be able to scan original DR forms from each polling station for each election contest into an electronic format so that the elections results can be automatically tallied by the system or manually captured into the system.		
3.	The System should be able to allow bulky scanning of the DR forms using an automatic document feeder scanner.		
4.	The System should allow for automatic indexing and		

	Detailed Technical Requirements		
	coding of the scanned images of the DR Forms.		
5.	The scanned image should automatically be linked to the election contest and the particular polling station by use of the embedded unique bar code on each DR form.		
6.	The proposed solution must be based on a model of **double verification**, in which at **least two (2)** independent operators tabulate the scanned forms on the system and can manually input elections results data by comparing it with the scanned DR Form.		
7.	The Manual data entry should be based on the scanned DR forms. The system should present the image side by side on the computer screens to allow operators view and capture elections results into the System.		
8.	The System should randomly serve/assign a scanned DR form for capture to the data entry operators.		
9.	The proposed system must include **automatic validations**, and, **automatic recognition of data from the DR** such as **Polling Station Code**, **DR Form Code**, **Polling District and Election Contest**. The validation process should include at minimum the following: 1. If the information entered by both tabulation operators are identical, the results are validated, comparing the total votes (sum up the valid votes cast for each candidate and the invalid votes and comparing against the number of registered voters in that polling station. In this case , the results ready to be approved by the District Returning Officer (RO) 2. If the information entered by both tabulation operators are not identical, they are sent for review, where the District Returning Officer is provided with the task of reviewing the information and entering the correct results.		

Detailed Technical Requirements

	3. The Returning Officer may decide to reject a form if it contains invalid results. In this case the scanned form is always kept for auditing purposes.		
10.	The System shall allow the District Returning officer to verify and approve Election Results for each Polling Station. The system should further allow approval of results by individual polling stations or in a batch of polling station or by Parish/ward.		
11.	The system should be able to process the validated results and tabulates the election results of each contest		
12.	The database should be based on Oracle database or Microsoft SQL Server, Latest Stable Version should be used (bidders should specific database engine and versions on which to deploy the proposed solution.		
13.	The System should allow configuration of Election		

	Detailed Technical Requirements		
	Results Primary Data (e.g Polling Station, Candidates data, Election contests/races and the due Dates) for all the Election rounds all configured at once within the same database. The provider should demonstrate how all the election rounds from the Presidential Elections to the Sub county Elections (Chairpersons and Councils) will be accommodated within a single database configuration.		
14.	The system shall only allow or enable capturing of Election Results for the respective election round and contest only when the election dates are due.		
15.	In relation to (13) and (14) above the System should therefore allow capturing of elections results without having to reconfigure the system or switching to different databases/schemas		
16.	The Returning Officer Should have access to elections results of any election round/contest at any time by selecting or searching the election type without any changes in system configuration.		
17.	**The proposed system should be able to work in a distributed mode,** the ERTDS system should always maintain local copy of the election results on the district server. If the connectivity is not available the system should be able to work offline without any disruption, and transmits data whenever the connection is restored. The provider should indicate how this shall be achieved.		
	Display Screen Each **DTC** shall be equipped with one (1) 55" Display TV Screen for Projection of Election Results to the Stakeholders as a way for ensuring transparency of the tallying process. EC shall provide the 55" TV screen at the **DTC**, however the system should allow the following;		

Detailed Technical Requirements

18.	The system shall allow one of the data capture screens to be connected to the TV Display Screen to project/show the information on the DR Form and what is being captured into the Tallying System. This is to provide for transparency of the Tallying Process at the DTC.	.	
19.	The provider should also propose in their bid additional ways in which more results formats shall be projected to the stakeholders at different intervals.		
20.	The system should allow the District Returning Officer (**DRO**) to **Mark** or **Flag** off any **nullified** Polling Station results. In such case, the reasons for nullification must be captured in the system by the DRO		
Transmission of Data			
21.	The system should allow continuous electronic transmission of the election results through the communication network that shall be provided.		
22.	The system should also transmit all scanned DR Forms to the EC Data Center, DR site and NTC. The provider should indicate how the scanning of the images (**resolution and file size**) shall be optimized to allow efficient and 100% transmission of the images and data.		
23.	All transmitted data should be encrypted during the transmission (The provider should indicate in his proposal how this shall be achieved)		
Export of Election of Results			
24.	The system should be able to securely backup all elections results data and images on an external Hardisk. The system should have an-built utility to achieve this requirement.		
25.	All Images shall be securely exported and backed on an external hard disks.		
26.	The system should have the ability to import and restore the offline backups from all the district onto a backup server at the NTC.		
Reports			

	Detailed Technical Requirements		
27.	The system should be able to generate paper printable customized reports		
28.	The system should be able to generate **dynamic** and ad-hoc reports.		

29.	The system shall be required to produce the following Mandatory/Statutory Reports for each election
	
	    1. Summary Report
	
	    2. Election Results **Return Form**
	
	    3. Tally sheets
	
	    4. The declaration of the winner form
	
	The DRO shall be required to print and sign the Return Form, scan it back into the system and transmit to the National Tally Center.
	
	Other required reports shall be defined during the implementation phase.		

	ERTDS Backend Software at the NTC and EC Data Center		
30.	The Software design should allow all election types and categories to be loaded in the database all at once and can be accessed through unique identifiers at all levels.		
31.	The Server Configuration should allow receiving of election Results for all the election types and categories without change in configuration or switching of databases		
32.	The Database Configuration should allow storage and management of all election results for the election categories and contest to be configured under a single database or database instance without any compromise to the security and performance.		
33.	The Database should be either Oracle database or Microsoft Server. The latest stable version should used.		
34.	The System should allow automated loading of Ballot Data into the central ERTDS Database System and then creation of the different Tally Kits and assignment of Tally Kits to the Respective Districts.		
35.	Regardless of the choice of the database chosen by the provider, the provider shall be required to map the results data fields into **an EC defined data field structure in an Oracle Database. This shall be for every election category including by-elections.**		

Detailed Technical Requirements

36.	The provider shall ensure that all the election results after at the end of the election cycle are complete and stored into an Oracle database as the final repository and properly aligned for easier reporting and analysis. This calls for the provider to offer support after all the elections to ensure that all results are complete and stored in an oracle database.		
37.	The system should have the ability to handle bi-elections and any other elections and referenda that may come after the 2021 General Elections. As part of the post-election activities, the provider shall be required to setup and configure the system to handle this requirement.		
38.	The System Architecture should be configured to directly transmit election results data to the primary data center and at the same time to the Disaster Recovery Site. And updates at the primary data center should be saved at the DR site. The provider should explain how this shall be achieved.		
39.	Data at the NTC shall be accessed via the primary data center, The Disaster recovery site shall also serve as a business continuity and shall be configured in such a way to allow continuity in case of a problem at the Primary Data Center.		
	Report Outputs		
40.	The system should be able to produce ad-hoc Reports for any election at any level.		
41.	The system should be able to produce all the reports required at the National Tally Center (NTC). Some of these reports include; **1) National Summary Report- for Presidential:** This report should be automatically produced by the ERTDS System at the NTC after the verification of the results. This report presents the National Level Summary Performance for all the candidates. The report is produced at different intervals within the 48 hours and read to the population as provisional results until the final results are announced and declared. Each interval the Chairperson signs and reads out this report and copies are given to Stakeholders. See **Appendix 1** for the Sample report		

Detailed Technical Requirements

	2. **District Summary Report:** This provides the Summary performance at the district level. This report is also progressively produced as the provisional results are announced until the final results. A sample is attached in **Appendix 2** **3. District Tally Sheet:** This report provides candidates scores for each polling station per district. The Report should be in Hierarchy layers I.e (District → Constituency → Sub County → Parish → all Polling stations in that Parish. And the District summary at the bottom of each district results. **4. Zero Level Initialization Report:** This is the same report as in (1) above but printed as part of the System initialization at the Commencement of tallying. The system clears any test data and resets the results to zero. This report is signed by the Chairperson and copies issued out to stake holders. 5) Continuous Analysis reports should be run at any time during the tallying process. Some of these shall incude • Polling Station with 100% Turn-up • Polling Stations with Zero results • Polling Stations with no Results • Nullified Polling stations 6) Final Declaration of Winning Candidates (A template format shall be provided to the bidder during implementation. **7) Other Reports** More Reports shall be e defined at the time of implementation of the system.		
	Verification Module		
42.	All the results shall be verified by a team of operators who shall be setup at the National Tally Center. About 200 terminal shall be available for the results verification.		
43.	The System should provide a module for verification of the election results from the district.		
44.	The system should randomly allocate any in-coming results to the operator for Verification		

	Detailed Technical Requirements		
45.	The Verification shall be done by comparing the transmitted results for each polling station against the scanned in-line image of the DR form to confirm if they tally. Electoral Commission shall also avail the original DR form at the tally center for further verification is necessary.		
46.	The system should allow flag of results where the results are not tallying with the DR Form		
47.	Results that have been verified should then be transferred to the reports server for dissemination. This shall be done per click.		
48.	The system should easily provide for sorting of results that have not yet been verified.		
49.	The system should keep track record of the user performing the verification.		
50.	The provider should indicate a complete workflow and approach by which the verification shall be achieved.		
	Non-Functional Specification of the proposed ERTDS System		
	Security Requirements		
51.	The system should manage roles and permission in order to control the access to the information.		
52.	Access to boards and services published via the web on the Internet must be through an encrypted channel (like HTTPS).		
53.	The system must have backup and restore processes formally established and documented.		
54.	The security keys should NOT be stored plain in the systems, but in an encrypted form.		
55.	The security keys must be distributed securely (confidentiality, integrity and availability).		
56.	The bidder must define the key management process.		
57.	The bidder must have strong authentication mechanisms (Example: Two factor authentication) for sensitive systems.)		
58.	The bidder must apply the minimum possible privilege model to perform the functions.		
59.	All operations must be logged, identifying operation, user, date and time.		
	Design of the Declaration of Results forms		
60.	**Bidders are required to design and provide the Declaration of Results forms with the following basic requirements;**		

Detailed Technical Requirements

61.	1. Has a unique DR form identification number
	
	2. Clearly identifies the name and codes of the Polling Station location (District, Constituency, Sub-county, Parish, Station)
	
	3. Clearly identifies the Election contest
	
	4. Contains a unique bar code with storing polling station code and election contest information.
	
	5. Includes the names of the candidates running for the election
	
	6. Includes mandatory fields including (see the DR form sample below for additional mandatory information) such as;
	
	    ◦ Number of valid votes cast for candidates
	
	    ◦ Number of rejected votes
	
	    ◦ Number of ballot papers counted
	
	    ◦ Number of spoilt ballot papers
	
	    ◦ Number of ballot papers issued to Polling Station
	
	    ◦ Number of unused ballot papers
	
	    ◦ Number of females who voted
	
	    ◦ Number of males who voted
	
	7. Includes space for including name and signature of the Presiding Officer of the Polling Station
	
	8. Includes space for including place, date and time of the report filling
	
	9. Identifies each page with the number of the current page and the total number of pages of the DR form
	
	10. Is A4 (210 × 297 millimeters) size format		

Detailed Technical Requirements			
	11. The back of each page of the DR form should include provision for 2 candidate agents for each candidate for their name and signature. 12. In case all the candidates do not fit in one A4 size paper, a customized design size of the DR Form may be required. 13. The bidder shall provide the details of the design of the DR forms as described above with all the required feature that will be required by the system. The actual printing of the DR forms shall be done at Security Printers identified by the Commissions		
62.	The bidder is required to include proposed designs for each of the required DR forms with improvement if any.		
63.	The System should be able to provide an export of all the required data for printing of the DR Forms from the Security Printers		
1.2	**Third Party Software Licenses** (Databases, Operating Systems and any other Software required for the Solution)		
1.	All third party software should be listed here including the appropriate licenses to match the requirement for the ERTDS configuration and the Specified hardware. Software should include antivirus license for 1 years and any other necessary apps for your proposed solution. Latest Versions are required.		
2	**District Tally Center Equipment**		

2.1	**Tally Server/Approval Station (x 150)**
	This is a high end laptop to be used as the Tally Server at each district and will host the ERTDS Software at the district level to achieve the following;
	    1. Scanning of DR forms,
	    2. Approval of election results by the Returning Officers,
	    3. Consolidation of Election Results at the District for all Levels
	    4. Electronic Transmission of the results to the National Tally Center		

Detailed Technical Requirements

		5. *Projection of Results to the Audience within the District Tally Center* 6. *Printing of the Transmission of Results (TR) form* 7. *Printing of the Tally Sheet and other reports* 8. *Storage of all Results for the District.* *The District Tally Server Shall have the following Minimum Specifications*		
1	**Operating System**	Windows 10 Pro 64bit		
2	**Processor**	Intel® CoreTM i7-8665U vProTM with Intel® UHD graphics 620 (1.9 GHz base frequency, up to 4.8 GHz with Intel® Turbo Boost Technology, 8 MB L3 cache, 4 cores).		
3	**Chipset**	Chipset is integrated with processor		
4	**Memory**	16 GB DDR4-2400 SDRAM (2x 8 GB), 2 SODIMM, Supports Dual Channel Memory		
5	**Storage**	512GB PCIe NVMe Value Solid State Drive.		
6	**Display**	9.6 cm (15.6") diagonal FHD eDP anti-glare WLED-backlit slim, 250 nits, 45% NTSC with HD camera		
7	**Security management applications**	-Enhanced firmware protection automatically from the moment the PC is first booted up, guarding against malicious attacks and accidental errors that can compromise the BIOS. - Automatically detect, stop, and recover from a BIOS attack or corruption without IT intervention and with little or no interruption to user productivity. - Advanced protection against unauthorized access to valuable data on internal client hard drives. - Hardware-enforced micro-VM technology to recognize known malware or suspicious patterns and extending protection beyond the browser, offering protected		

	Detailed Technical Requirements			
		viewing for PDFs, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint files. - Easy to sanitize Hard disk drives to industry standards before disposal or recycling. IPv6 Compliance, Client Security,		
8	**Other Software's**	- Software to add a Windows Service which is designed to run continuously in the background; - Software to support handling the Hotkeys for fixed notebook buttons that provide quick access to a particular function when pressed. - Software to improve the quality and security of Microsoft Windows image by analysing the image, identifying problems, recommending solutions, and checking readiness for migration to and from Windows. Noise Cancellation Software - to reduce background noise and optimize the microphone. Native Miracast support-wirelessly project images from a computer onto another media device.		
9	**Graphics**	Intel® UHD graphics 620		
10	**Keyboard and Navigation**	Premium Collaboration Keyboard, spill resistant with drain, Clickpad with multi-touch gesture support-Dual Point spill-resistant Collaboration AFRC-E		
11	**Web Cam**	Integrated HD 720p Triple Mic Webcam. 3 multi array microphone		
12	**Ports & Slots**	1 Thunderbolt TM (USB Type-CTM connector) 2 USB 3.1 Gen 1 (1 charging) 1 docking connector 1 HDMI 1.4 1 RJ-45 1 AC power 1 Headphone/microphone combo		

Detailed Technical Requirements

		jack 1 SIM card slot 1 Smartcard reader Standard Security Lock Slot		
13	**Mil Spec Test**	Approved MIL-STD-810G test		
14	**Battery**	Long Life 3-cell, 56 Wh Li-ion Up to 15 hours of battery Life		
15	**Audio**	Audio by Bang & Olufsen Integrated 3 Multi Array Microphone 2 Integrated stereo speakers		
16	**Connectivity/ Networking**	Intel® I219-LM 10/100/1000 GbE.		
17	**Wireless / Bluetooth**	Intel 9560 ac 2x2 MU-MIMO nvP 160MHz +Bluetooth 5 WW with Native Miracast Support		
18	**WIRELESS WAN**	Intel® XMMTM 7262 LTE-Advanced Cat 6		
19	**Warranty and support**	3-year standard on parts and labour. Bidders shall provide details of warranty repair mechanisms including stating support in form of an SLA, stating spare part replacements, repairs and response times for the equipment proposed.		
20	**Power Requirements**	45-Watt Smart nPFC Right Angle AC Adapter		
21	**Operating Temperature Range**	Operating 32° to 95° F (0° to 35° C) (not writing optical)		
22	**Operating Humidity Range**	0% to 90%, non-condensing		
23	**TPM 2.0**	Infineon SLB9670 FIPS 140-2 Compliant		
24	**Energy efficiency compliance**	ENERGY STAR® certified, TCO 5.0 Certified, IPv6 Certification		
25	**Physical security**	Security lock Slot		
26	**Product weight**	1.78 kg		
27	**Dimensions (W x D x H)**	14.6 x 9.91 x 0.72 inches		
28	**Accessories**	Basic Carrying Case supporting 15. Inch laptop Comfort Grip Wireless Travel		

Detailed Technical Requirements

		Mouse (OEM Manufactured and should be of the same brand)		
29	**Anti -Virus Software**	Protection against Viruses, Malware, Spyware from the internet and external devices.		
30	**Other Services:**	**BIOS image:** Configuration of a Boot-up IMAGE or LOGO of Electoral Commission for all laptops required. **Asset tagging**: All supplies shall be branded by permanent labels with the following wording (ELECTORAL COMMMSION) and all assets will be provided with non-removable tags. The labels will be pre-printed self-adhesive non tearable or metallic labels for all the items supplied under the LOT(s)		
2.2	**Result Tally Station Stations: (x600)** To be used by the tally clerks (Tally Operators) to capture Election Results from the Scanned DR forms. Each district shall have a minimum of 4 Tally stations with the exception of Kampala and Wakiso. Operators shall work in pairs. For the first round of elections. We shall have a pair dedicated to capture presidential results and another pair dedicated to capture Parliamentary Election Results. The Tally Station shall have the following minimun Specifications;			
1.	**Operating System**	Windows 10 Pro 64bit		
2.	**Processor**	Intel® CoreTM i5-8365U vProTM with Intel® UHD Graphics 620 (1.6 GHz base frequency, up to 4.1 GHz with Intel® Turbo Boost Technology, 6 MB L3 cache, 4 cores).		
3.	**Chipset**	Chipset is integrated with processor		
4.	**Memory**	8 GB DDR4-2400 SDRAM (1 x 8 GB), 2 SODIMM, Supports Dual Channel Memory,		

Detailed Technical Requirements

		Maximum Memory-64 GB DDR4-2400 SDRAM		
5.	**Storage**	1TB 7200RPM SATA		
6.	**Optical Storage**	DVD Writer SATA Drive		
7.	**Display**	39.6 cm **(15.6")** diagonal **FHD** IPS eDP anti-glare LED-backlit, 250 cd/m², 45% NTSC.		
8.	**Security management applications**	-Enhanced firmware protection automatically from the moment the PC is first booted up, guarding against malicious attacks and accidental errors that can compromise the BIOS. - Automatically detect, stop, and recover from a BIOS attack or corruption without IT intervention and with little or no interruption to user productivity. - Advanced protection against unauthorized access to valuable data on internal client hard drives. - Hardware-enforced micro-VM technology to recognize known malware or suspicious patterns and extending protection beyond the browser, offering protected viewing for PDFs, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint files. - Easy to sanitize Hard disk drives to industry standards before disposal or recycling. IPv6 Compliance, Client Security,		
9.	**Other Software's**	- Software to add a Windows Service which is designed to run continuously in the background; - Software to support handling the Hotkeys for fixed notebook buttons that provide quick access to a particular function when pressed. - Software to improve the quality and security of Microsoft Windows image by analysing the image, identifying problems, recommending solutions, and		

Detailed Technical Requirements

		checking readiness for migration to and from Windows. Noise Cancellation Software - to reduce background noise and optimize the microphone. Native Miracast support-wirelessly project images from a computer onto another media device.		
10.	**Graphics**	Intel® UHD graphics 620		
11.	**Keyboard and Navigation**	Advanced Keyboard: Click-Pad with Numeric Keypad, Spill resistant with drain		
12.	**Web Cam**	720p HD Privacy Camera		
13.	**Ports & Slots**	1 USB 3.1 Type-CTM Gen 1 (Power delivery, DisplayPort 1.2) 2 USB 3.1 Gen 1 (1 charging) 1 HDMI 1.4 1 RJ-45 1 VGA 1 headphone/microphone combo 1 AC power **Expansion Slots** 1 docking connector 1 microSD (multi-format digital media reader) Standard Security Lock Slot		
14.	**Mil Spec Test**	Approved MIL-STD-810G test		
15.	**Battery**	Long Life 3-cell, 48 Wh Li-ion Up to 15 hours of battery Life with Fast Charge Technology - 90% in 90minutes		
16.	**Audio**	Dual integrated stereo speakers, Integrated dual array microphone		
17.	**Connectivity/ Networking**	Intel® Ethernet Connection I219-LM 10/100/1000		
18.	**Wireless / Bluetooth**	Intel 9560 ac 2x2 MU-MIMO nvP 160MHz +Bluetooth 5 WW with Native Miracast Support		
19.	**Warranty and support**	3-year standard on parts and labour. Bidders shall provide details of warranty repair mechanisms including stating support in form of an SLA, stating		

	Detailed Technical Requirements			
		spare part replacements, repairs and response times for the equipment proposed.		
20.	**Power Requirements**	45-Watt Smart nPFC Right Angle AC Adapter		
21.	**Operating Temperature Range**	Operating 32° to 95° F (0° to 35° C) (not writing optical)		
22.	**Operating Humidity Range**	0% to 90%, non-condensing		
23.	**TPM 2.0**	Infineon SLB9670 FIPS 140-2 Compliant		
24.	**Energy efficiency compliance**	ENERGY STAR® certified, TCO 5.0 Certified, IPv6 Certification		
25.	**Physical security**	Security lock Slot		
26.	**Product weight**	Less than 2.2 kg		
27.	**Dimensions (W x D x H)**	14.85 x 10.12 x 0.95 inches		
28.	**Accessories**	Basic Carrying Case supporting 15. Inch laptop Comfort Grip Wireless Travel Mouse (OEM Manufactured and should be of the same brand)		
29.	**Anti -Virus Software**	Protection against Viruses, Malware, Spyware from the internet and external devices		
30.	**Other Services:**	**BIOS image:** Configuration of a Boot-up IMAGE or LOGO of Electoral Commission for all laptops required. **Asset tagging**: All supplies shall be branded by permanent labels with the following wording (ELECTORAL COMMMSION) and all assets will be provided with non-removable tags. The labels will be pre-printed self-adhesive non tearable or metallic labels for all the items supplied under the LOT(s)		
2.3	**Server for Kampala District Tally Center**			

Detailed Technical Requirements

	Each of the 5 divisions of Kampala shall have a Division Tally Center. All the Divisions shall be located within one areas (like a Quadrangle). Each division shall have a setup similar to DTC. Kampala shall require a single Server on which all the results being tabulated from each division shall be "saved", consolidated for declaration and transmission to the NTC. **The server shall have following Minimum specifications:** **Processor: 2 x** Gen 10 Intel Xeon 5118 **Storage:** 4TB Storage SATA **Memory:** 32GB RAM. **Power Supply**: 500W Redundant Power with a redundant hot-plugable power supply Supply **Form Factor:** 4U Tower with Rack Conversion (A rack conversion kit should be supplied as well to convert to 5U when required) - Raid Controller **Network: 4** x 1Gb Networkports - PCI-Express Slots : 4 x (x16,x8,x16,x8) **OS:** Windows Server 2012 R2 17" Incl External Monitoring - Keyboard - Mouse - Mount 3 Years Warranty		
2.4	**Document Scanner** This shall be used to scan all DR forms that are received. Bidder should design the ERTDS in such way that , the scanning of the DR Forms should not create any bottlenecks in regards to capturing of Election Results for all levels. The Scanners should have following minimum		

Detailed Technical Requirements

	Specifications;		
1.	The scanner should be able to independently scan and automatically index the scanned document.		
2.	Ability to integrate the scanning into the ERTDS Software. The Bidder is expected to integrate the scanning into the ERTDS software and still be able to achieve bulky scanning and automatic indexing.		
3.	**Connectivity:** **1)** 10/100/1000 Base T and no host PC required 2) USB 3.0 port.		
4.	**Output methods:** Scan to network share, scan to print, scan to e-mail, scan to portable USB drive, FTP, sFTP, FTPS (anonymous, authenticated, with proxy support).		
5.	**Network Protocols:** FTP, HTTP, WINS, TCP/IP, SMB, authenticated SMTP (login, plain text, CRAM, NTLM), DHCP (or static IP), Network domain authentication		
6	**File Format Outputs:** Single and multipage TIFF, JPEG, PDF.		
7	**Scanning Technology:** Duplex scanning with dual color quadlinear CCD, 600 dpi optical resolution, capture bit depth is 30 bits (10 x 3), color output bit depth is 24 bits (8 x 3), grayscale output bit depth is 256 levels (8-bit)		
8	**Output Resolution:**100, 150, 200, 240, 300, 400, 600 dpi		
9	**Imaging Features:** Perfect Page Scanning, deskew, autocrop, content-based blank page removal, automatic orientation, hole fill, edge fill, streak filter, color dropout		
10	**Barcode Reading:** Interleaved 2 of 5, Code 3 of 9, Code 128, Codabar, UPC-A, UPC-E, EAN-13, EAN-8, PDF417		
11	**Indexing:** **Used to create real time path and file names using barcodes and OCR information**		
12	**Throughput Speeds:** Minimum 40ppm/ 80ipm at 200 dpi (portrait, letter size, black-and-white/grayscale/color)		
13	**Feeder:**Up to 75 sheets of 20 lb. (80 g/m2) paper with Multifeed Detection		

	Detailed Technical Requirements		
14	**Paper Size:** Default A4: But the Scanner should be able to accommodate bigger customized size just in-case the DR Form has many candidates . The maximum paper size should be **215 mm x 863 mm (8.5 in. x 34 in.)**		
2.5	**LAN Switches (16 Ports Layer 2)** **(For Creation of Portable LAN at the District Tally Center).**		
	1. Switching capacity 32 Gbps 2. Forwarding capacity 23.8 mpps 3. Ports 16 RJ-45 connectors for 10BASE-T/100BASE-TX/1000BASE-T ports 4. Standards802.3 10BASE-T Ethernet 5. 802.3u 100BASE-TX Fast Ethernet 6. 802.3ab 1000BASE-T Gigabit Ethernet 7. 802.3z Gigabit Ethernet 8. 802.3x flow control 9. 802.1p priority 10. 802.3af, Power Over Ethernet 11. IEEE 802.3az, Energy Efficient Ethernet 12. Dimensions W x H x D 11 x 1.75 x 6.7 inches (279.4 x 44.5 x 170 mm) 13. Unit weight 3.15 lb. (1.43 kg)		
2.6	**10M Patch Cables**		
	Include 10 meter patch cables and all other network accessories to setup the portable Min LAN at the DTC		
2.7	**Portable External Drives)** **For offline backup of data and scanned images**		
	1TB external Disk (rugged and Small Sized), USB 3.0		
2.8	**Bar code Scanners** To be used for scanning of barcode on the DR form for quick retrieval of the polling sation data and scanned image.		
	USB 3.0 , handheld Optical barcode scanner		
3.	**Servers for the Data Center, Disaster Recovery Site and National Tally Center**		

	Detailed Technical Requirements		
3.1	**SERVERS (X 10)**		
	2 x Database Servers 2 x Reports Servers 2 x Application Server 2 x Web Servers 2 x NTC Approval Management Servers. 1x Emergency Server All the Server should have the follow Specifications;		
	✓ Rack mountable Server with 1U form factor ✓ 128GB DDR4-2933 MHz RAM ✓ 2 x Intel 6234 Processors ✓ 2 x 10GBase-T ports ✓ 4 x 1G RJ45 ports ✓ 2 x 1600W Power supply ✓ Raid Card with 2GB cache ✓ 8 x 900GB 12G SAS 15K drives ✓ Ball Bearing Rail Kit ✓ 3-year manufacturer support All rack mounting accessories should be included.		
3.2	**Network Switches (QTY =5)**		
	Layer 3 Switches with the Following:		
	1. 48 Gigabit Ethernet ports with line-rate forwarding performance 2. Gigabit Small Form-Factor Pluggable (SFP) or 10G SFP+ uplinks 3. FlexStack Plus for stacking of up to 8 switches with 80 Gbps of stack throughput (optional) 4. Power over Ethernet Plus (PoE+) support with up to 740W of PoE budget		

Detailed Technical Requirements

5. Reduced power consumption and advanced energy management features

6. USB and Ethernet management interfaces for simplified operations

7. Application visibility and capacity planning with integrated Full (Flexiable) NetFlow and NetFlowLite

8. LAN Base or LAN Lite Cisco IOS software features

9. Enhanced limited lifetime warranty (E-LLW) offering next-business-day hardware replacement

10. Identify, classify and control of trusted internal network traffic through Domain Name System as an Authoritative Source (DNS-AS)

11. CAB-STK-E-3M stacking cable with a 3.0 m length

12. CAB-CONSOLE-USB Console cable 6 ft. with USB Type A and mini-B connectors

13. Flash memory 128 MB for LAN Base and IP Lite SKUs, 64 MB for LAN Lite SKUs

14. DRAM 512 MB for LAN Base and 256 MB for LAN Lite

15. CPU APM86392 600 MHz dual core

16. Console Ports USB (Type B), Ethernet (RJ-45)

Detailed Technical Requirements

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<tr>
<td colspan="2">
17. Storage Interface USB (Type A) for external flash storage

18. Network management interface 10/100 Mbps Ethernet (RJ-45)

19. Forwarding bandwidth 108 Gbps

20. Switching Bandwidth 216

21. Maximum active VLANs 1023

22. VLAN IDs available 4096

23. Maximum Transmission Unit (MTU)-L3 packet 9198
</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**4**</td>
<td colspan="2">**National Tally Center Equipment**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**4.1**</td>
<td colspan="2">**Laptops for Verification of Results at the NTC**
To ensure accuracy of the election results transmitted at the NTC for presidential elections and in order to comply with the legal requirement where by the Commission is required to ascertain the election results transmitted from the District before declaration. The Commission will setup a team of operators (Results auditors) to confirm that results submitted from the Districts match the scores on each DR form for each respective candidates and polling stations.

These 200 verification machines shall be used for this task. The provider must include in his proposed workflow how this shall be achieved.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**1.**</td>
<td>**Operating System**</td>
<td>Windows 10 Pro 64bit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**2.**</td>
<td>**Processor**</td>
<td>Intel® CoreTM i5-8365U vProTM with Intel® UHD Graphics 620 (1.6 GHz base frequency, up to 4.1 GHz with Intel® Turbo Boost Technology, 6 MB L3 cache, 4</td>
<td></td>
<td></td>
</tr>
</table>

Detailed Technical Requirements

		cores).		
3.	**Chipset**	Chipset is integrated with processor		
4.	**Memory**	8 GB DDR4-2400 SDRAM (1 x 8 GB), 2 SODIMM, Supports Dual Channel Memory, Maximum Memory-64 GB DDR4-2400 SDRAM		
5.	**Storage**	1TB 7200RPM SATA		
6.	**Optical Storage**	DVD Writer SATA Drive		
7.	**Display**	39.6 cm (**15.6''**) **diagonal FHD** IPS eDP anti-glare LED-backlit, 250 cd/m², 45% NTSC.		
8.	**Security management applications**	-Enhanced firmware protection automatically from the moment the PC is first booted up, guarding against malicious attacks and accidental errors that can compromise the BIOS. - Automatically detect, stop, and recover from a BIOS attack or corruption without IT intervention and with little or no interruption to user productivity. - Advanced protection against unauthorized access to valuable data on internal client hard drives. - Hardware-enforced micro-VM technology to recognize known malware or suspicious patterns and extending protection beyond the browser, offering protected viewing for PDFs, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint files. - Easy to sanitize Hard disk drives to industry standards before disposal or recycling. IPv6 Compliance, Client Security,		
9.	**Other Software's**	- Software to add a Windows Service which is designed to run continuously in the background; - Software to support handling the Hotkeys for fixed notebook buttons that provide quick access		

Detailed Technical Requirements

		to a particular function when pressed. - Software to improve the quality and security of Microsoft Windows image by analysing the image, identifying problems, recommending solutions, and checking readiness for migration to and from Windows. Noise Cancellation Software - to reduce background noise and optimize the microphone. Native Miracast support- wirelessly project images from a computer onto another media device.		
10.	**Graphics**	Intel® UHD graphics 620		
11.	**Keyboard and Navigation**	Advanced Keyboard: Click-Pad with Numeric Keypad, Spill resistant with drain		
12.	**Web Cam**	720p HD Privacy Camera		
13.	**Ports & Slots**	1 USB 3.1 Type-CTM Gen 1 (Power delivery, DisplayPort 1.2) 2 USB 3.1 Gen 1 (1 charging) 1 HDMI 1.4 1 RJ-45 1 VGA 1 headphone/microphone combo 1 AC power **Expansion Slots** 1 docking connector 1 microSD (multi-format digital media reader) Standard Security Lock Slot		
14.	**Mil Spec Test**	Approved MIL-STD-810G test		
15.	**Battery**	Long Life 3-cell, 48 Wh Li-ion Up to 15 hours of battery Life with Fast Charge Technology - 90% in 90minutes		
16.	**Audio**	Dual integrated stereo speakers, Integrated dual array microphone		
17.	**Connectivity/ Networking**	Intel® Ethernet Connection I219-LM 10/100/1000		
18.	**Wireless /**	Intel 9560 ac 2x2 MU-MIMO nvP		

Detailed Technical Requirements

	Bluetooth	160MHz +Bluetooth 5 WW with Native Miracast Support		
19.	**Warranty and support**	3-year standard on parts and labour. Bidders shall provide details of warranty repair mechanisms including stating support in form of an SLA, stating spare part replacements, repairs and response times for the equipment proposed.		
20.	**Power Requirements**	45-Watt Smart nPFC Right Angle AC Adapter		
21.	**Operating Temperature Range**	Operating 32° to 95° F (0° to 35° C) (not writing optical)		
22.	**Operating Humidity Range**	0% to 90%, non-condensing		
23.	**TPM 2.0**	Infineon SLB9670 FIPS 140-2 Compliant		
24.	**Energy efficiency compliance**	ENERGY STAR® certified, TCO 5.0 Certified, IPv6 Certification		
25.	**Physical security**	Security lock Slot		
26.	**Product weight**	Less than 2.2 kg		
27.	**Dimensions (W x D x H)**	14.85 x 10.12 x 0.95 inches		
28.	**Accessories**	Basic Carrying Case supporting 15. Inch laptop Comfort Grip Wireless Travel Mouse (OEM Manufactured and should be of the same brand)		
29.	**Anti -Virus Software**	Protection against Viruses, Malware, Spyware from the internet and external devices		
30.	**Other Services**	**BIOS image:** Configuration of a Boot-up IMAGE or LOGO of Electoral Commission for all laptops required. **Asset tagging**: All supplies shall be branded by permanent labels with the following wording (ELECTORAL COMMMSION) and all assets will		

Detailed Technical Requirements

		be provided with non-removable tags. The labels will be pre-printed self-adhesive non tearable or metallic labels for all the items supplied under the LOT(s)		
4.2	**Local Area Network (LAN)** **NTC (250 Point)**			
		The bidder shall be required to setup a temporary Local Area Network at National Tally Center. The Network shall be all installed in one hall with a minimum of 250 network points to cater for (1) 200 Results Verification Team (2) Display Screens (3) Other Results terminals for Stakeholders The provider should include all materials required to setup this LAN. **Estimated quantities of materials for the LAN** 1 x 27U Rack (Self stand) – EC to provide 6 x 48 Port switches (unmanaged) – EC to provide 6 x 48 Patch Panels 12 x Brush panels 40 x Cat 6 cables(305M) rolls 140 x Double faceplates 10 x gang boxes 260 x 3M Patch cords 260 x 1M Patch cords 2,000 x RJ45 Connectors 70 x PVC trunking (1compartment) 20 x PVC end caps 8 x PVC Trunking angles (internal & external) 8 x Floor trunking 10 x boxes of screws 20 x boxes of cable ties 10 x boxes of wall plugs		
5.	**Training Requirements**			
	Level 1: Training of System Administrators (Qty= 6 people)			
5.1		Provide technical training for 6 Electoral Commission technical Staff on the Systems Administration of the ERTDS for period of 10 Days at the providers approved training center/Lab. The ten days excludes travel and weekends. The provider shall include costs in their bid for 5		

Detailed Technical Requirements

	Economy Class Air tickets and 1 Business Class ticket , Per diem for 5 Officers for 15 days per officer at rate of $360 and Per diem for 1 officer at rate of $450, Tuition , and cost of training materials.			

5.2	**Level 2: National Training of Trainers /Technical Support Technician (Quantity = 487)**
	
	1. The training shall include the following categories of officers;
	  ◦ District Support Technicians (DST)
	  ◦ District Register/Returning Officers
	  ◦ Assistant District Registrars
	  ◦ Some Technical people from Headquarters.
	2. The training shall be divided according to the scope of usage/role of each category. Details of the role of each category shall be discussed during the implementation.
	3. The bidder shall be required to prepare and provide training manuals in both soft and hard copies to the trainees at all levels. All Training Manuals to be developed shall require approval by the Commission before production.
	4. Printed materials shall be professionally done in Booklets format.
	5. The bidder shall be required to provide a revised training plan during the implementation of the project to ensure adequate training is delivered.
	6. The Bidder shall be required to provide a training reports for each of the training levels above. The reports shall be signed off by both the Provider and Commissions Representative.
	7. The Commission shall provide for the training venue and all other logistics required for this training.
	The bidder shall be required to provide a 3 Days training in Kampala for **487** EC Staff under level 2 training. The provider shall cater for the following;
	
	1. Provide enough qualified trainers to this group.
	2. Provide Training Manuals in both print and Electronic
	3. Provide any other required training Materials.			

	Bidders are required to provide the following in their bid;			
5.4	Detailed training plan on how to achieve the different levels of training.			
5.5	Proposed training curriculum for all the 2 different levels of training.			
6.	**Project Management and Implementation**			
6.1	**Timeline and Project Management** According to the Electoral Commission Roadmap for the 2021 General Elections. Elections shall take place between the **11th Jan 2021** and **12th Feb 2021**. All the four **(4)** rounds of elections are supposed to take place within that period. The Successful bidder shall be required to provide technical troubleshooting support at National level and remote support within the country to district level during this period. The project shall end 2 months after			

Detailed Technical Requirements

the elections, by 30th March 2021.

The delivery and implementation timeline shall be guided by the following periods;

No.	Activity	Period
1.	Software Development/Customization Including (Testing ,User Acceptance Testing)	1-Jun-2020 to 30-Sep-2020 (4 Months)
2.	Delivery of all hardware	1-Jun-2020 to 30-Sep-2020 (4 Months)
3.	Technical Training: **Level 1**	1-Aug-2020 to 30-Sep-2020
4.	Training of Trainers: **Level 2**	1-Oct-2020 to 30-Oct-2020
5.	Training of Tally Clerks	1-Nov-2020 to 30-Nov-2020
6.	Deployment and Final Testing of the system and Network	1-Dec-2020 to 30-Dec-2020
4.	Polling Days (4 Polling days within this period)	10-Jan-2021 to 10-Feb-2021
5.	Post-election activity support and closure of the project	10-Feb-2021 to-30-Mar-2021
6.	Warranty Period (3 Years) With onsite one onsite visit per year if the commission feels it's necessary.	14-Jan-2021 to 14-Jan 2024

The dates indicated above are subject to adjustments depending on the election roadmap progress. The bidder should demonstrate capacity to execute this project in a much shorter time frame at the same cost.

Bidders shall provide a detailed project implementation plan (PIP) covering the entire period from Project initiation to project closure. The submitted PIP should clearly indicate measurable key milestones and deliverables

6.2	**Project Management and Reporting**

The Service provider shall report to the **Project Manager /Contract Manager** to be assigned by the Electoral Commission of Uganda and the Service provider is expected to assign a Project Manager and a project management team of its own who will oversee all of its activities and work in collaboration with the Project Manager from the Electoral Commission of Uganda.

Detailed Technical Requirements			
	During the project implantation period, there must be continuity of staff and changes in personnel are subject to consultation and approval by the Electoral Commission. The client will reserve the right to demand for a replacement if the need arises out of incompetence or weakness in the project implementation on the side of the vendor. Where the change is initiated by the vendor for other reason, the client will reserve the right to request that the incoming person(s) work with the outgoing person for at least two weeks at the vendor's expense prior to the replacement taking place. **The bidder must provide the following as part of their proposal:** 1. Detailed project management plan for the successful implementation of this project. 2. A team and an organizational structure and indicating how their proposed structure and skills will contribute to the client's attaining of the defined objectives. 3. A design of a quality control and quality assurance plan to be followed during the project implementation 4. Cybersecurity implementation Plan to protect the system and data. **The project manager should coordinate the implementations of all other lots to make sure that the ERTDS software will integrate well.**		
6.3	The vendor must ensure that the proposed team and the available skills have the following minimum project management competences:		
	vii. Project management and control skills for information systems; viii. ystem integration skills/interface skills; ix. Quality Assurance, Quality Control Skills; x. Networking, Operating systems; xi. Database management and programming skills; xii. Practical skills in technological transfer skills; xiii. raining and capacity building skills; and xiv. orrective Action, Contingency planning and change control skills.		
6.4	**The Bidder shall be required to provide the following Reports in addition to other documents required during the implementation;**		
	i. Inception Report ii. Signed-off specifications for the System Components		

	Detailed Technical Requirements		
	iii. User Acceptance Criteria		
	iv. Monthly Progress Reports		
	v. User Manuals, Operator Manuals and Training Manuals.		
	vi. Solution Design Documents		
	vii. User acceptable		
	viii. ield Test and Stress testing Plan		
	ix. Filed Test and Stress testing Reporting		
	x. System deployment and Election Support Plan		
	xi. Project Closure and Handover Report		
	xii. Warranty Support Document		
7.0	**Support, Warranty &Maintenance**		
7.1	**Election Support**		
	1. The bidder shall be required to provide technical support on all the elections days. Physical support shall be required at the National Level and remote support to all the district tally centers whenever required.		
	2. The role and scope of the providers support technicians shall be agreed upon between the EC and the provider before deployment.		
	3. And in case of an election re-run, the provider shall be required to provide similar technical support without charging extra costs.		
7.2	**Post-Election Support**		
	1. The Bidder shall be required to provide technical Support to configure and transform the 2021 ERTDS Infrastructure and System into a Permanent System for future elections and By-Elections.		
	2. The Bidder shall provide off-site/remote support for 3 years on the ERTDS.		
	3. Where need be, the bidder may be required to make an onsite visit at least once a year when necessary.		

Detailed Technical Requirements

7.4	**Warranty**		
7.4	1. All equipment shall come with a warranty of 3 years valid from the date of the commissioning of the System. The Warranty shall include repairs, servicing, spares and labour 2. The Provider shall be required to have a local presence to execute the warranty. The provider should provide proof of this in their bid. 3. The Provider should include in their bid a proposed Warranty Agreement Document that shall be used to execute this Warranty (Adjustments may be proposed by the Electoral Commission for the successful bidder before signature). 4. Warranty shall cover both hardware and Software		
8.0	**Other Requirements**		
1	The bidder should optimize the system design in order to produce presidential election results within in 12 hours from the moment of receiving the DR forms from the Polling Stations to the District Tally Centers. The Bidder should explain how this can be achieved.		
2	Bidders must include a technical architect document detailing how their proposed system will meet all the above requirements.		
3	The bidder shall provide the source code to the Commission and allow an independent review or audit of the source code.		
9.0	**Demonstration of the bidders proposed solution**		
	Bidders shall be required to make technical demonstration of their proposed solution as part of the technical evaluation. The scope of the demo shall be limited to the specification of this system, but at minimum the following shall be required for the demo.		
1.	Physical demonstration of the Setup of the District "**Tally Kit Set**"		
2.	System Initiation – Zero Level report		
3.	Scanning of DR Forms with bar-code and automatic indexing of the scanned forms		
4.	Demonstration of the user friendlies of the system from		

Detailed Technical Requirements

	the end-user perspective.		
5.	Demonstration of the user friendliness of the Backend processes I.e easy of deployment of the software.		
6.	Database Configuration to handle multiple elections under one database instance		
7.	Demonstration of the loading of candidates date from the Nomination Data		
8.	Demonstration on how the system shall work in distributed environment , saving the results on a local Database at the DTC and transmitting when the connectivity is available		
9.	Demonstration of remote transmission of the Results at the NTC (Data and Images)		
10.	Mode of presentation of the results to the stakeholders (Maps , Charts , Web)		
11.	Capability to produce dynamic reports		
12.	Capability to produce customized paper printable reports		
13.	Demonstration of tallying of results including all workflows.		
14.	Demonstration of the Current database Schema and the database engine in use.		
15.	Ability to export the results to an external media and importing		
16.	Sample proposed design of the DR Forms		
17.	Demonstration of the data security mechanisms (encryption etc)		
9.0	**Bidders Requirements**		
9.1	**Quality And Certifications** Bidders must have valid certifications as indicated below or similar issued by an official and independent certification institute accredited by an official/certified national accreditation institute. The scope of the certification must cover/relate to the required services and/or solutions relevant to this tender Each bidder must demonstrate this by submitting a		

Detailed Technical Requirements			

	legalized copy of the original and valid and unexpired certificates or their equivalent.
	
	   1. ISO 9001:2015 (Quality Management)
	
	   2. ISO 27001:2013 (Information Security Management)		

9.2	**Relevant project experiences of the firm**		
	1. The Bidder shall demonstrate experience in at least **(02) Two** nationwide electronic results transmission and dissemination system projects, similar in workflow and scope. For each reference, the Bidder must include the list of the services provided, and a valid document, such as a Letter of Reference, a Letter of Award or a copy of a Contract, proving the reference. 2. Experience in at least one **(1)** Election Results Management project managing tallying, and transmission of election results from Remote Tally Centers to National Tally Center. 3. The bidder is required to give detailed address of the clients and contact person. 4. At least, one of the projects managed should have a value of **USD 3 million** or more		
9.3	**Financial Capabilities**		
	1. The bidder shall provide three (3) most recent audited financial statements, those for the 2016, 2017 and 2018 fiscal years. 2. The bidders shall demonstrate an average annual revenues of USD 10 million or higher.		
11	**Post Qualification**		
	1. A complete due diligence process shall be conducted on the best evaluated bidder, which will be defined according to the criteria outlined under experience of the firm. 2. If a bidder fails to meet the criteria laid out in the due diligence, the second evaluated bidder will automatically considered.		

	Detailed Technical Requirements		
12	1. The bidder shall provide Original Manufacturers Authorization Letter (MAF) for all the Key components of the proposed System		

Appendix 1- Sample (National Level Summary Report)

Printed on: Monday, February 22, 2016 19:34:39 PM

PRESIDENTIAL ELECTIONS, 2016
(Presidential Elections Act, 2005, Section 48)

FINAL RESULTS

Registered Voters: 15,277,198
Total No. of Polling Stations: 28,010
Total No. of Polling Stations Received: 27,881 (99.54% of total polling stations)

Candidates' Names	Votes	Percentage	
ABED BWANIKA	89,005	0.90%	of valid votes cast for candidates
AMAMA MBABAZI	136,519	1.39%	"
BARYAMUREEBA VENANSIUS	52,798	0.54%	"
BENON BUTA BIRAARO	25,600	0.26%	"
KIZZA BESIGYE KIFEFE	3,508,687	35.61%	"
MABIRIZI JOSEPH	24,498	0.25%	"
MAUREEN FAITH KYALYA WALUUBE	42,833	0.43%	"
YOWERI KAGUTA MUSEVENI	5,971,872	60.62%	"

Valid Votes	9,851,812		
Invalid Votes	477,319	4.62%	of Total Votes Cast
Total Votes	10,329,131	67.61%	of Registered Voters
Spoilt Votes	29,005		

Eng. Dr. Badru M. Kiggundu
Chairperson, Electoral Commission

Appedix2: Sample (District Summary Report)

Received Station: 27881/28010

Printed on: Monday, February 22, 2016 19:31:45 PM

PRESIDENTIAL ELECTIONS, 2016
(Presidential Elections Act, 2005, Section 48)

DISTRICT SUMMARY REPORT –FINAL RESULTS

District	Reg. Voters	ABED BWANIKA	AMAMA MBABAZI	BARYAMUREEBA VENANSIUS	BENON BUTA BIRAARO	KIZZA BESIGYE KIFEFE	MABIRIZI JOSEPH	MAUREEN FAITH KYALYA WALUUBE	YOWERI KAGUTA MUSEVENI	Valid Votes	Invalid Votes	Total Votes	Received Station
001 APAC	152061	1282 1.28%	1267 1.26%	1307 1.30%	373 0.37%	38644 38.57%	444 0.44%	505 0.50%	56371 56.26%	100193	5023 4.77%	105216 69.19%	258/ 259
002 ARUA	336384	3737 1.88%	5215 2.62%	3341 1.68%	1313 0.66%	68108 34.22%	1121 0.56%	1346 0.68%	114868 57.71%	199049	20736 9.43%	219785 65.34%	594/ 596
003 BUNDIBUGYO	98976	300 0.42%	457 0.64%	158 0.22%	123 0.17%	8923 12.41%	69 0.10%	331 0.46%	61553 85.59%	71914	4054 5.34%	75968 76.75%	210/ 210
004 BUSHENYI	124934	270 0.30%	490 0.54%	268 0.30%	182 0.20%	26654 29.62%	155 0.17%	117 0.13%	61837 68.73%	89973	2797 3.01%	92770 74.26%	212/ 212
005 GULU	184791	1719 1.79%	10487 10.94%	1794 1.87%	835 0.87%	48594 50.67%	478 0.50%	596 0.62%	31391 32.74%	95894	5694 5.60%	101588 54.97%	332/ 332
006 HOIMA	228917	578 0.39%	907 0.61%	448 0.30%	236 0.16%	35249 23.62%	363 0.24%	315 0.21%	111133 74.47%	149229	8194 5.21%	157423 68.77%	412/ 412
007 IGANGA	222276	838 0.61%	733 0.53%	328 0.24%	163 0.12%	50506 36.74%	460 0.33%	2157 1.57%	82281 59.86%	137466	5861 5.14%	144910 65.19%	380/ 382
008 JINJA	233848	494 0.38%	605 0.46%	284 0.22%	159 0.12%	61692 47.07%	196 0.15%	1572 1.20%	66063 50.40%	131065	5861 4.28%	136924 58.55%	391/ 399
009 KABALE	271884	786 0.39%	1635 0.81%	888 0.44%	259 0.13%	65630 32.54%	220 0.11%	213 0.11%	132047 65.47%	201678	5465 2.64%	207143 76.19%	477/ 478
010 KABAROLE	233385	647 0.40%	782 0.49%	560 0.35%	277 0.17%	35603 22.19%	187 0.12%	284 0.18%	122134 76.11%	160474	7687 4.57%	168161 72.05%	424/ 428
011 KALANGALA	29729	301 1.59%	167 0.88%	88 0.46%	56 0.30%	8080 42.60%	39 0.21%	76 0.40%	10161 53.57%	18968	1040 5.20%	20008 67.30%	81/ 81
012 KAMPALA	1014294	6322 1.24%	6579 1.30%	496 0.10%	924 0.18%	334919 65.93%	544 0.11%	1145 0.23%	157098 30.92%	508027	14112 2.70%	522139 51.48%	1323/ 1338
013 KAMULI	200257	797 0.65%	1173 0.95%	837 0.68%	195 0.16%	34170 27.75%	235 0.19%	1357 1.10%	84349 68.51%	123113	6498 5.01%	129611 64.72%	365/ 377
014 KAPCHORWA	48430	129 0.35%	119 0.32%	122 0.33%	137 0.37%	11529 31.19%	76 0.21%	85 0.23%	24761 67.00%	36958	1747 4.51%	38705 79.92%	124/ 124
015 KASESE	335162	2099 0.89%	1290 0.55%	795 0.34%	443 0.19%	132762 56.39%	342 0.15%	329 0.14%	97367 41.36%	235427	9293 3.80%	244720 73.02%	602/ 603
016 KIBAALE	322342	796 0.37%	1543 0.71%	1169 0.54%	379 0.17%	35706 16.48%	288 0.13%	419 0.19%	176339 81.40%	216639	12933 5.63%	229572 71.22%	573/ 573
017 KIBOGA	67012	269 0.61%	253 0.57%	108 0.24%	44 0.10%	10253 23.23%	60 0.14%	113 0.26%	33039 74.85%	44139	2163 4.67%	46302 69.10%	134/ 134
018 KISORO	133857	200 0.20%	324 0.33%	398 0.41%	86 0.09%	9943 10.18%	71 0.07%	98 0.10%	86533 88.61%	97653	2804 2.79%	100457 75.05%	236/ 240
019 KITGUM	86477	827 1.59%	8762 16.81%	463 0.89%	272 0.52%	19057 36.56%	303 0.58%	633 1.21%	21806 41.84%	52123	4799 8.43%	56922 65.82%	183/ 183
020 KOTIDO	50179	328 1.01%	386 1.19%	173 0.53%	144 0.44%	1141 3.51%	174 0.54%	471 1.45%	29673 91.33%	32490	3397 9.47%	35887 71.52%	96/ 96
021 KUMI	102223	1148 1.67%	1043 1.51%	765 1.11%	363 0.53%	27897 40.49%	486 0.71%	541 0.79%	36653 53.20%	68896	4118 5.64%	73014 71.43%	169/ 169

Appendix 3: Sample (District Tally Sheet)

Tuesday, February 23, 2016 10:46:22 AM

PRESIDENTIAL ELECTIONS, 2016
(Presidential Elections Act, 2005, Section 48)

RESULTS TALLY SHEET

DISTRICT: 112 RUBIRIZI   **CONSTITUENCY:** 017 BUNYARUGURU COUNTY

Parish	Station	Reg. Voters	ABED BWANIKA	AMAMA MBABAZI	BARYAMUREEBA VENANSIUS	BENON BUTA BIRAARO	KIZZA BESIGYE KIFEFE	MABIRIZI JOSEPH	MAUREEN FAITH KYALYA WALUUBE	YOWERI KAGUTA MUSEVENI	Valid Votes	Invalid Votes	Total Votes
	Sub-county: 001 RUBIRIZI TOWN COUNCIL												
001 KABETE WARD	01 KABETE COLLEGE (A-L)	451	2 0.61%	0 0.00%	0 0.00%	1 0.30%	71 21.52%	0 0.00%	0 0.00%	256 77.58%	330	7 2.08%	337 74.72%
	02 KABETE COLLEGE (M-Z)	529	1 0.29%	1 0.29%	2 0.58%	0 0.00%	86 25.15%	0 0.00%	0 0.00%	252 73.68%	342	7 2.01%	349 65.97%
	Parish Total	**980**	**3 0.45%**	**1 0.15%**	**2 0.30%**	**1 0.15%**	**157 23.36%**	**0 0.00%**	**0 0.00%**	**508 75.60%**	**672**	**14 2.04%**	**686 70.00%**
002 KASARARA WARD	01 NDEKYE PRI SCH	758	1 0.17%	3 0.51%	0 0.00%	0 0.00%	160 27.12%	0 0.00%	1 0.17%	425 72.03%	590	11 1.83%	601 79.29%
	Parish Total	**758**	**1 0.17%**	**3 0.51%**	**0 0.00%**	**0 0.00%**	**160 27.12%**	**0 0.00%**	**1 0.17%**	**425 72.03%**	**590**	**11 1.83%**	**601 79.29%**
003 NDEKYE WARD	01 RUBIRIZI TOWN COUNCIL HQTRS	310	0 0.00%	1 0.47%	0 0.00%	1 0.47%	47 21.96%	0 0.00%	0 0.00%	165 77.10%	214	5 2.28%	219 70.65%
	02 NDEKYE MARKET	696	0 0.00%	3 0.70%	2 0.46%	0 0.00%	116 26.91%	0 0.00%	0 0.00%	310 71.93%	431	24 5.27%	455 65.37%
	Parish Total	**1006**	**0 0.00%**	**4 0.62%**	**2 0.31%**	**1 0.16%**	**163 25.27%**	**0 0.00%**	**0 0.00%**	**475 73.64%**	**645**	**29 4.30%**	**674 67.00%**
004 NYAKASHARU WARD	01 RUGAZI PLAYGROUND	161	0 0.00%	0 0.00%	0 0.00%	0 0.00%	34 32.08%	0 0.00%	0 0.00%	72 67.92%	106	1 0.93%	107 66.46%
	02 NYAKASHARU MARKET (A-K)	559	2 0.48%	0 0.00%	0 0.00%	0 0.00%	112 26.60%	0 0.00%	2 0.48%	305 72.45%	421	14 3.22%	435 77.82%
	03 NYAKASHARU MARKET (M-Z)	587	0 0.00%	4 0.93%	4 0.93%	0 0.00%	138 32.09%	0 0.00%	0 0.00%	284 66.05%	430	7 1.60%	437 74.45%
	Parish Total	**1307**	**2 0.21%**	**4 0.42%**	**4 0.42%**	**0 0.00%**	**284 29.68%**	**0 0.00%**	**2 0.21%**	**661 69.07%**	**957**	**22 2.25%**	**979 74.90%**
	Sub-county Total	**4051**	**6 0.21%**	**12 0.42%**	**8 0.28%**	**2 0.07%**	**764 26.68%**	**0 0.00%**	**3 0.10%**	**2069 72.24%**	**2864**	**76 2.59%**	**2940 72.57%**
	Sub-county: 002 KATUNGURU												
006 KASHAKA	01 KASHAKA PRI SCH	509	0 0.00%	1 0.28%	0 0.00%	0 0.00%	143 40.51%	0 0.00%	0 0.00%	209 59.21%	353	6 1.67%	359 70.53%
	Parish Total	**509**	**0 0.00%**	**1 0.28%**	**0 0.00%**	**0 0.00%**	**143 40.51%**	**0 0.00%**	**0 0.00%**	**209 59.21%**	**353**	**6 1.67%**	**359 70.53%**
007 KATUNGURU	01 KATUNGURU SUB COUNTY HQTRS	343	0 0.00%	2 0.90%	1 0.45%	1 0.45%	67 30.32%	0 0.00%	0 0.00%	150 67.87%	221	14 5.96%	235 68.51%
	Parish Total	**343**	**0 0.00%**	**2 0.90%**	**1 0.45%**	**1 0.45%**	**67 30.32%**	**0 0.00%**	**0 0.00%**	**150 67.87%**	**221**	**14 5.96%**	**235 68.51%**
008 KAZINGA	01 KAZINGA PLAYGROUND	516	0 0.00%	2 0.61%	2 0.61%	0 0.00%	109 33.33%	0 0.00%	2 0.61%	212 64.83%	327	30 8.40%	357 69.19%
	Parish Total	**516**	**0 0.00%**	**2 0.61%**	**2 0.61%**	**0 0.00%**	**109 33.33%**	**0 0.00%**	**2 0.61%**	**212 64.83%**	**327**	**30 8.40%**	**357 69.19%**

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| | District Total | 63006 | 163 0.36% | 367 0.80% | 316 0.69% | 69 0.15% | 9974 21.75% | 50 0.11% | 74 0.16% | 34845 75.98% | 45858 | 1735 3.65% | 47593 75.54% |

Appendix 4: SAMPLE – DR Form (Presidential Elections)

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or the bid will be rejected. **Bidders are required to use column d to include technical literature to support the details provided in column c.**

4. Drawings

Procurement Reference Number: EC/SUPLS/19-20/00764

List of related Drawings		
Drawing number	**Drawing name**	**Purpose**
N/A	N/A	N/A

5. Inspections and Tests

Procurement Reference Number: EC/SUPLS/19-20/00829

List of Inspections and Tests	
Items subject to Inspection and Tests;	N/A
Type of inspection or tests and the standards to be met;	N/A
Location of the inspection or tests;	N/A
Inspection agency;	N/A
Timing of the inspection;	N/A
Notifications or documentation required from the provider;	N/A
Provision of any samples for inspection;	N/A
Cost of the inspection;	N/A
Arrangements and costs for any re-inspection required;	N/A
Any other relevant details.	N/A

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Supplies

Table of Clauses

Section 7: General Conditions of Contract
for the Procurement of Supplies

1.   **Definitions**

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

(a) "Completion" means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract.

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

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

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

(e) "Day" means working day.

(f) "Delivery" means the transfer of the Supplies from the Provider to the Procuring and Disposing Entity in accordance with the terms and conditions set forth in the Contract.

(g) "Eligible Countries" means the countries and territories eligible as listed in the SCC.

(h) "GCC" means the General Conditions of Contract.

(i) "Procuring and Disposing Entity" means the entity purchasing the Supplies and Related Services, as specified in the Agreement.

(j) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

(k) "Related Services" means the services incidental to the provision of Supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.

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

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Supplies to be provided or execution of any part of the Related Services is subcontracted by the Provider.

(n) "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such

works or services does not exceed the value of the supplies.

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

(p) "Tribunal" means the Tribunal established under the Public Procurement and Disposal of Public Assets Act, 2003.

2.   Contract Documents

2.1   The documents forming the Contract shall be interpreted in the following order of priority:

(a)   Agreement,

(b)   The Provider's Bid, as amended by any clarifications,

(c)   Special Conditions of Contract,

(d)   General Conditions of Contract,

(e)   Statement of Requirements,

(f)   any other document listed in the SCC as forming part of the Contract.

2.2   Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3.   Corrupt Practices

3.1   It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

(b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

3.2   The Provider shall permit the Government of Uganda to inspect the Provider's accounts and records relating to the performance of the Provider and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

3.3   In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity may terminate a Contract for Supplies if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Provider, during the procurement or the execution of that contract, in accordance with GCC 36.1.

4.   Interpretation

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

4.2   Incoterms

    (a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

    (b) EXW, CIP, and other similar terms, shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce as specified in the SCC.

4.3   Entire Agreement

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

4.4   Amendment

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

4.5   Non-waiver

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

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

4.6   Severability

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

5.   Language

5.1   The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring and Disposing Entity, shall be written in English unless specified otherwise in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language

specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2   The Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.   Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring and Disposing Entity for the fulfilment 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 Procuring and Disposing Entity.

7.   Eligibility

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

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

8.   Notices

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

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

9.   Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise specified in the SCC.

10.   Settlement of Disputes

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

10.2   If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration and Conciliation Act of Uganda Cap 4 or such other formal mechanism specified in the SCC.

11.   Scope of Supply

11.1   The Supplies and Related Services to be provided shall be as specified in the

Statement of Requirements.

11.2 The Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Supplies and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery and Documents

Subject to GCC Sub-Clause 33.1, the Delivery of the Supplies and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.

13. Provider's Responsibilities

The Provider shall provide all the Supplies and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Procuring and Disposing Entity's Responsibilities

14.1 Whenever the provision of Supplies and Related Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities in Uganda, the Procuring and Disposing Entity shall, if so required by the Provider, make its best effort to assist the Provider in complying with such requirements in a timely and expeditious manner.

14.2 The Procuring and Disposing Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Provider for the Supplies delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Provider's request for payment shall be made to the Procuring and Disposing Entity in writing, accompanied by invoices describing, as appropriate, the Supplies delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.

16.3 Unless otherwise specified in the SCC, payments shall be made promptly by the Procuring and Disposing Entity, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, the Procuring and Disposing Entity shall advise the Provider of the reasons for rejection.

16.4 The currency or currencies in which payments shall be made to the Provider under this

Contract shall be specified in the SCC.

17   Advance Payment Guarantee

17.1   Unless otherwise stated in the SCC, where any payment is made in advance of delivery of any Supplies or Related Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

17.2   Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring and Disposing Entity from future payments due to the Provider under the contract.

17.3   If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

18.   Taxes and Duties

18.1   Except as otherwise specifically provided in the SCC, the Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the Supplies and Related Services to be supplied under the Contract.

18.2   Notwithstanding GCC Sub-Clause 18.1, and unless otherwise specified in the SCC, the Procuring and Disposing Entity shall bear and promptly pay all taxes, import duties, and levies imposed by law in Uganda on the Supplies and Related Services when such Supplies and Related Services are supplied from and delivered or completed outside Uganda.

18.3   If any tax exemptions, reductions, allowances or privileges may be available to the Provider in Uganda, the Procuring and Disposing Entity shall use its best efforts to enable the Provider to benefit from any such tax savings to the maximum allowable extent.

18.4   For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

19.   Performance Security

19.1   If so stated in the SCC, the Provider shall, within twenty-one (21) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the Procuring and Disposing Entity.

19.2   The proceeds of the Performance Security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

19.3   The Performance Security shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.

19.4   The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

20.   Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring and Disposing Entity by the Provider herein shall remain vested in the Provider, or, if they are furnished to the Procuring and Disposing Entity directly or through the Provider by any third party, including Providers of materials, the copyright in such materials shall remain vested in such third party.

21.   Confidential Information

21.1   The Procuring and Disposing Entity and the Provider 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 Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under GCC Clause 21.

21.2   The Procuring and Disposing Entity shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from the Procuring and Disposing Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

21.3   The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

(a) the Procuring and Disposing Entity or Provider need to share with any institution participating in the financing of the Contract;

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

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

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

21.4   The above provisions of GCC Clause 21 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.

21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

22.1 The Provider shall notify the Procuring and Disposing Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

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

23. Specifications and Standards

23.1 Technical Specifications and Drawings

(a) The Provider shall ensure that the Supplies and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Provider 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 Procuring and Disposing Entity, by giving a notice of such disclaimer to the Procuring and Disposing Entity.

(c) The Supplies and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement 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 country of origin of the Supplies.

23.2 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 Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring and Disposing Entity and shall be treated in accordance with GCC Clause 34.

24. Packing and Documents

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

24.2 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 Procuring and Disposing Entity.

25. Insurance

Unless otherwise specified in the SCC, the Supplies provided 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 Incoterm or in the manner specified in the SCC.

26.   Transportation

Responsibility for transportation of the Supplies shall be in accordance with the Incoterm specified in the SCC.

27.   Inspections and Tests

27.1   The Provider shall at its own expense and at no cost to the Procuring and Disposing Entity carry out all such tests and/or inspections of the Supplies and Related Services as are specified in the Statement of Requirements.

27.2   The inspections and tests may be conducted on the premises of the Provider or its Subcontractor, at point of delivery, and/or at the Supplies' final destination, or in another place in Uganda as specified in the Statement of Requirements. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Provider 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 Procuring and Disposing Entity.

27.3   The Procuring and Disposing Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Procuring and Disposing Entity bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

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

27.5   The Procuring and Disposing Entity may require the Provider 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 Supplies comply with the technical specifications codes and standards under the Contract, provided that the Provider'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 Provider'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.

27.6   The Provider shall provide the Procuring and Disposing Entity with a report of the results of any such test and/or inspection.

27.7   The Procuring and Disposing Entity may reject any Supplies or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Provider shall either rectify or replace such rejected Supplies or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring and Disposing Entity, and shall repeat the test and/or inspection, at no cost to the Procuring and Disposing Entity, upon giving a notice pursuant to GCC Sub-Clause 27.4.

27.8   The Provider agrees that neither the execution of a test and/or inspection of the

Supplies or any part thereof, nor the attendance by the Procuring and Disposing Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Provider from any warranties or other obligations under the Contract.

28. Liquidated Damages

If so stated in the SCC and except as provided under GCC Clause 33, if the Provider fails to deliver any or all of the Supplies or perform the Related Services within the period specified in the Contract, the Procuring and Disposing Entity 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 Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring and Disposing Entity may terminate the Contract pursuant to GCC Clause 36.

29. Warranty

29.1 The Provider warrants that all the Supplies 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.

29.2 Subject to GCC Sub-Clause 23.1, the Provider further warrants that the Supplies shall be free from defects arising from any act or omission of the Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Uganda.

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

29.4 The Procuring and Disposing Entity shall give notice to the Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring and Disposing Entity shall afford all reasonable opportunity for the Provider to inspect such defects.

29.5 Upon receipt of such notice, the Provider shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective Supplies or parts thereof, at no cost to the Procuring and Disposing Entity.

29.6 If having been notified, the Provider fails to remedy the defect within the period specified in Sub-Clause 29.5, the Procuring and Disposing Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Provider's risk and expense and without prejudice to any other rights which the Procuring and Disposing Entity may have against the Provider under the Contract.

30. Patent Indemnity

30.1 The Provider shall, subject to the Procuring and Disposing Entity's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring and Disposing Entity 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 Procuring and Disposing Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model,

registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a)   the installation of the Supplies by the Provider or their use in Uganda or where the Site is located; and

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

Such indemnity shall not cover any use of the Supplies 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 Supplies or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Provider, pursuant to the Contract.

30.2   If any proceedings are brought or any claim is made against the Procuring and Disposing Entity arising out of the matters referred to in GCC Sub-Clause 30.1, the Procuring and Disposing Entity shall promptly give the Provider a notice thereof, and the Provider may at its own expense and in the Procuring and Disposing Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

30.4   The Procuring and Disposing Entity shall, at the Provider's request, afford all available assistance to the Provider in conducting such proceedings or claim, and shall be reimbursed by the Provider for all reasonable expenses incurred in so doing.

30.5   The Procuring and Disposing Entity shall indemnify and hold harmless the Provider 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 Provider 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 Procuring and Disposing Entity.

31.   Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

(a)   neither party shall be liable to the other party 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 Provider to pay liquidated damages to the Procuring and Disposing Entity; and

(b)   the aggregate liability of the Provider to the Procuring and Disposing Entity, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify the Procuring and Disposing Entity with respect to patent infringement.

32.   Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or 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 Provider 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.

33.   Force Majeure

33.1   The Provider 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.

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

33.3   If a Force Majeure situation arises, the Provider shall promptly notify the Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity in writing, the Provider 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.

34.   Change Orders and Contract Amendments

34.1   The Procuring and Disposing Entity may at any time order the Provider through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Supplies to be furnished under the Contract are to be specifically manufactured for the Procuring and Disposing Entity;

(b) the method of shipment or packing;

(c) the place of delivery; and

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

34.2   If any such change causes an increase or decrease in the cost of, or the time required for, the Provider'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 Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider's receipt of the Procuring and Disposing Entity's

change order.

34.3 Prices to be charged by the Provider 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 Provider for similar services.

35. Extensions of Time

35.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Supplies or completion of Related Services pursuant to GCC Clause 12, the Provider shall promptly notify the Procuring and Disposing Entity in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Procuring and Disposing Entity shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36. Termination

36.1 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 36.1 (a) to (g), terminate the Contract if:

   (a) the Provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the Parties in writing;

   (b) the Provider becomes, or if any of the Provider's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;

   (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 10.2 hereof;

   (d) the Provider submits to the Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;

   (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;

   (f) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;

   (g) the Provider, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or

   (h) where the Tribunal directs that a contract should be terminated.

36.2   The Provider may, by not less than thirty days written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 36.2 (a) to (d) terminate the Contract if:

(a)   the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Provider's notice specifying such breach;

(b)   the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or

(c)   the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 10.2 hereof.

36.3   If either Party disputes whether an event specified GCC Clauses 36.1 or GCC Clause 36.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 10.2 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

37.   Assignment

Neither the Procuring and Disposing Entity nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 8: Special Conditions of Contract

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

GCC clause reference	Special Conditions
	The Procurement Reference Number is: **EC/SUPLS/ 2019-2020/00829**
GCC 1(g)	The Eligible Countries are those listed in Section 5 of t he Bidding Document.
GCC 1(o)	The Site for delivery of the Supplies is: **EC- STORES, KAMPALA**
GCC 2.1(f)	The other documents forming part of the Contract are: 1. **Bidder submission sheet** 2. **Bid data sheet** 3. **Special conditions of the contract** 4. **General conditions of the contract**
GCC 4.2 (b)	The version of Incoterms shall be: **Incoterms 2010**
GCC 5.1	The language shall be: English.
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	For **notices**, the Procuring and Disposing Entity's address shall be: Attention: **Secretary Electoral Commission** Street Address **55 Jinja Road** Floor/Room number: **N/A** Town/City: **Kampala** Postal Code/PO Box No: **22678** Country: **Uganda** Telephone: **0414 - 337500/08/09** Facsimile number: **0414 - 337595** Email address: **secretary@ec.or.ug** For **notices**, the Provider's address shall be: Attention: _____ Street Address: _____ Floor/Room number: _____ Town/City: _____ P. O. Box: _____

GCC clause reference	Special Conditions
	Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
GCC 9	The Governing law shall be the law of Uganda
GCC 10.2	The formal mechanism for the resolution of disputes shall be the Arbitration and Conciliation Act, 2000 of Uganda.
GCC 12	Date of delivery shall be: **Within 60 days upon signing of the contract** The shipping and other documents to be furnished by the Provider are: **1. Delivery note** **2. Tax invoices** **3. Copy of the contract / LPO** **4. Packing list** The point of delivery shall be: **ELECTORAL COMMISSION-STORES, KAMPALA**
GCC 15.2	The price adjustment shall be: **N/A**
GCC 16.1	The structure of payments shall be: **Lot1:** **90% of the total contract price payable upon delivery of items and 10% upon installation and completion of support during the elections.** **Lot2,3&5: 90% of the total contract price upon delivery, installation, testing and issuance of user acceptance certificate. 10% after support and completion of all elections.** **Lot4: 100% upon delivery, installation, testing and issuance of user acceptance certificate.**
GCC 16.3	The payment period shall be: **within 30 days upon presentation of correct documentation**
GCC 16.4	The currency(ies) for payments shall be: **Uganda shillings**
GCC 17.1	An advance payment guarantee shall not be required. The period of validity of the Advance Payment Guarantee shall be: N/A
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: N/A
GCC 18.2	The Procuring and Disposing Entity shall be responsible for all taxes, import duties and levies imposed by law in Uganda on the Supplies except for the following: **None**
GCC 19.1	A Performance Security **shall** be required. The amount of the Performance Security shall be: **5% of the contract**

GCC clause reference	Special Conditions
	price. The currency shall be: **Uganda Shillings.**
GCC 19.3	The forms of acceptable Performance Securities are: i) **Bank Draft** ii) **Bank Guarantee**
GCC 19.4	Discharge of the Performance Security shall take place **in accordance with General Condition of Contract Sub clause 19.4.**
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: **where necessary be labelled with the word delivered to Electoral Commission**.
GCC 25	The insurance coverage shall be required: Where insurance coverage is required, the supplies shall be insured 110% of the total contract value.
GCC 26	The INCOTERMS shall be: **DDP ELECTORAL COMMISSION STORES KAMPALA**
GCC 28	Liquidated Damages shall apply. The liquidated damage shall be:1% per week The maximum amount of liquidated damages shall be: **10% of the contract value**
GCC 29.3	The period of validity of the Warranty shall be as per specified in the respective lots.
GCC 29.5	The period within which the Provider shall repair or replace defective supplies shall be: **five working days**
GCC 31(b)	The amount of aggregate liability shall be: **Total contract price**

Section 9: Contract Forms

Table of Forms

Agreement

Procurement Reference No:

THIS AGREEMENT made the _____ day of _____, _____, between _____of _____ (hereinafter "the Procuring and Disposing Entity"), of the one part, and _____ of _____ (hereinafter "the Provider"), of the other part:

WHEREAS the Procuring and Disposing Entity invited bids for certain Supplies and Related Services, viz., _____ and has accepted a Bid by the Provider for the provision of those Supplies and Related Services in the sum of _____ (hereinafter "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 referred to.

2. In consideration of the payments to be made by the Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring and Disposing Entity hereby covenants to pay the Provider in consideration of the provision of the Supplies and Related 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 law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Procuring and Disposing Entity)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

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

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert name complete of Provider]* (hereinafter "the Provider") has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Supplies and Related Services]* (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the "Guarantor"), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

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

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

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

Procurement Reference No.: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called "the Provider") shall deposit with the Procuring and Disposing Entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring and Disposing Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

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