**STANDARD BIDDING DOCUMENT**

**Information Systems**

**Design, Supply and Installation**

**(Two-Envelope Bidding Process)**

**(With or Without Prequalification)**

**Request for Bids (RFB) through International Competitive Bidding**

**TRAIL VERSION**

**Inter-American Development Bank**

**January 2020**

This bidding document was prepared by the Inter-American Development Bank based on the Standard Procurement Document (SPD) of the World Bank for Design, Supply and Installation of Information Systems (IS) for procurement with and without prequalification.

IDB thanks the World Bank for allowing the use and modification of the document for use in the IDB's lending operations.

**Revisions**

|  |  |  |
| --- | --- | --- |
| **Version** | **Modification** | **Reason** |
| January 2019 | First publication | First trial edition by IDB |
| January 2020 | ITB, Forms | The review is a consequence of the approval by the Executive Board of the Bank of the Procurement and Consultants Policies (GN-2349-15 and GN 2350-15) on 2nd July 2019, effective as 1st January 2020 which includes *inter alia*, Best Final Offer (BAFO), Most Advantageous Bid, Negotiations, Notice of Intention of Award, Standstill Period, Disclosure of Beneficial Ownership and Complaints.The term "Request for Bids" (RFB) is introduced to distinguish the document from the "Request for Proposals" (RFP) that may be available in the future.The term "bidding document" replaces the other ways of referring to the same: "Bidding Documents", "Bidding Document". Prohibited Practices are updated. The terms "fax", "cable", and "facsimile" are removed due to technological obsolescence.Several ITBs are added as mandate by the Policies, including, *inter alia*: 43 to 48, 52 and 56. Consequently, other Sections have the relevant adjustments and forms. |

**Foreword**

This Standard Bidding Document (SBD) for Information Systems (Design, Supply and Installation) has been prepared by the Inter-American Development Bank. This SBD is to be used for the Request for Bids (RFB) of information systems through international competitive bidding (ICB) in projects that are financed, in whole or in part, by the IDB. This SBD has been prepared under Procurement Policy GN-2349-15.

**Preface**

This bidding document for Procurement of Goods have been prepared by the Inter-American Development Bank to be used for the procurement of goods through Request for Bids (RFB)[[1]](#footnote-2) under International Competitive Bidding (ICB) in projects that are financed in whole or in part by the Inter-American Development Bank. This SBD is to be used for the procurement of IS with or without prequalification. When the bidding was preceded by prequalification, an alternative Section III, “Evaluation and Qualification Criteria,” is provided to address the case.

This SBD has been prepared under Procurement Policy for Works and Goods financed by the Inter-American Development Bank GN-2349-15 approved by the Board of Executive Directors of the Bank on July 2nd, 2019 with effective date January 1st, 2020. It includes new provisions on Best and Final Offer in the evaluation of bids or Negotiations (in the presence of an Independent Probity Assurance Authority agreed with the Bank) in the final adjudication, Standstill Period, Notice of Intention of Award, Complaints, and Debriefing by the Purchaser. Procurement carried out in the framework of the previous Procurement Policies (and where the Borrower has not subscribed the new Policies) shall use the trail version of this SBD dated April 2019 available on the Bank's website.

This SBD supports the procurement for the Design, Supply and Installation of Information Systems. In this context IS denotes an integrated whole that performs a business function. The provision of this type of service considers that the Supplier must design, supply and install equipment, communication systems, transfer and storage of physical data, networks, provision of web services, web-design, improvements and modernization of existing systems, purchase of licenses, system design but not as complicated as a complex system (examples of complex systems are: tax system, ERP, etc.), supply of servers, desktop computers, laptop, security services, networks of intelligent printers, integration of existing accounting systems, financial, procurement applications, archiving, tracking correspondence, Client cadasters, billing, payment collection and training and developing of own applications (API) for the Client. The design and supply of systems may include either customization of off-the-shelf software or development of a whole brand-new system. The document may not be suitable for hiring cloud services.

An IS typically contains assemblies of information, communications and telecommunications (ICT) including system engineering and change management.

“Design, Supply and Installation” denotes the integrated set of activities by a Supplier (in concert with the Purchaser) to achieve functioning IS on a single-responsibility basis and such arrangements may include joint venture partnerships and subcontracting arrangements.

The single-stage bidding process is appropriate for IS procurements when the Purchaser has sufficient technical capacity to specify the design works in the Technical Requirements. In contrast, the two-stage Bidding process or the Request for Proposals are appropriate when the Purchaser is more confident in concentrating on specifying its functional and system performance – and let Bidders offer engineering solutions to those requirements. In a single stage process, the Purchaser must be also confident that its documented requirements are so clear and unambiguous that Bidders will be able to prepare fully technical conformant Bids with only the help of pre-Bid meetings and written clarifications.

This SPD support the specification of recurring, operational inputs i.e., “Recurrent Cost Items” in addition to one-time investment inputs, (i.e., “Supply and Install Items”). Such Recurrent Cost Items typically arise in the Warranty Period. They may be incorporated in the main System Contract or may be subject of separate contracts. Recurrent Cost Items are often critical for sustaining the value in use of the IS and be significant elements of the “lifecycle” cost of the System. Especially between one-time, permanent software licenses and annual software licenses, there is substantial scope for bidders to shift costs from Supply and Install Items” to Recurrent Cost Items. Accordingly, it is often important to factor Recurrent Costs into bid price comparisons. That said, how Recurrent Cost Items are factored into the bid price evaluation needs to be carefully balanced against the significant complexity they add to the procurement process and documents

This document consists of a one-stage bidding process with two envelopes. The second envelope with the economic bid is opened until the evaluation of the technical bid contained in the first envelope is completed.

This document includes comments made by OII and LEG of the Bank.

To obtain further information on procurement under IDB-assisted projects or for question regarding the use of this SPD, contact:

Operations Financial Management and Procurement Services (VPC/FMP)

Inter-American Development Bank

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**Standard Bidding Document**

**Table of Contents**

[Section I - Instructions to Bidders (ITB) 2](#_Toc28242439)

[Section II - Bid Data Sheet (BDS) 47](#_Toc28242440)

[Section III - Evaluation and Qualification Criteria (After Prequalification) 59](#_Toc28242441)

[Section III - Evaluation and Qualification Criteria (Without Prequalification) 69](#_Toc28242442)

[Section IV - Bidding Forms 84](#_Toc28242443)

[Section V - Eligible Countries 133](#_Toc28242444)

[Section VI - Requirements of the Information System 139](#_Toc28242445)

[Section VII - General Conditions of Contract 180](#_Toc28242446)

[Section VIII - Special Conditions of Contract 261](#_Toc28242447)

[Section IX - Contract Forms 281](#_Toc28242448)

PART 1: Bidding Procedures

Section I - Instructions to Bidders (ITB)

## Contents

[A. General 4](#_Toc28247054)

[1. Scope of Bid 4](#_Toc28247055)

[2. Source of Funds 4](#_Toc28247056)

[3. Prohibited Practices 6](#_Toc28247057)

[4. Eligible Bidders 11](#_Toc28247058)

[5. Eligible Goods and Services 13](#_Toc28247059)

[B. Contents of Bidding Document 14](#_Toc28247060)

[6. Sections of Bidding Document 14](#_Toc28247061)

[7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting 15](#_Toc28247062)

[8. Amendment of Bidding Document 17](#_Toc28247063)

[C. Preparation of Bids 17](#_Toc28247064)

[9. Cost of Bidding 17](#_Toc28247065)

[10. Language of Bid 17](#_Toc28247066)

[11. Documents Comprising the Bid 17](#_Toc28247067)

[12. Letters of Bid and Forms 19](#_Toc28247068)

[13. Alternative Bids 19](#_Toc28247069)

[14. Bid Prices and Discounts 20](#_Toc28247070)

[15. Documents Establishing the Eligibility of the Information System 22](#_Toc28247071)

[16. Documents Establishing the Eligibility and Qualifications of the Bidder 22](#_Toc28247072)

[17. Documents Establishing Conformity of the Information System 23](#_Toc28247073)

[18. Currencies of Bid and Payment 24](#_Toc28247074)

[19. Period of Validity of Bids 24](#_Toc28247075)

[20. Bid Security 25](#_Toc28247076)

[21. Format and Signing of Bid 27](#_Toc28247077)

[D. Submission and Opening of Bids 28](#_Toc28247078)

[22. Submission, Sealing and Marking of Bids 28](#_Toc28247079)

[23. Deadline for Submission of Bids 29](#_Toc28247080)

[24. Late Bids 29](#_Toc28247081)

[25. Withdrawal, Substitution, and Modification of Bids 29](#_Toc28247082)

[E. Public Opening of Technical Parts of Bids 30](#_Toc28247083)

[26. Public Opening of Technical Parts of Bids 30](#_Toc28247084)

[F. Evaluation of Bids. General Provisions 31](#_Toc28247085)

[27. Confidentiality 31](#_Toc28247086)

[28. Clarification of Bids 31](#_Toc28247087)

[29. Deviations, Reservations, and Omissions 32](#_Toc28247088)

[30. Nonmaterial Nonconformities 32](#_Toc28247089)

[G. Evaluation of Technical Parts of Bids 32](#_Toc28247090)

[32. Determination of Responsiveness 34](#_Toc28247091)

[33. Qualification of the Bidder 35](#_Toc28247092)

[34. Subcontractors 36](#_Toc28247093)

[H. Public Opening of Financial Parts of Bids 36](#_Toc28247094)

[35. Public Opening of Financial Parts 36](#_Toc28247095)

[I. Evaluation of Financial Parts of Bids 38](#_Toc28247096)

[36. Evaluation of Financial Parts 38](#_Toc28247097)

[37. Correction of Arithmetical Errors 39](#_Toc28247098)

[38. Conversion to Single Currency 39](#_Toc28247099)

[39. Margin of Preference 39](#_Toc28247100)

[40. Comparison of Financial Parts 39](#_Toc28247101)

[41. Abnormally Low Bids 39](#_Toc28247102)

[42. Best and Final Offer (BAFO) 40](#_Toc28247103)

[J. Combined Evaluation of the Technical and Financial Bids 40](#_Toc28247104)

[43. Combined Technical and Financial Evaluation, if applicable 40](#_Toc28247105)

[44. Most Advantageous Bid 41](#_Toc28247106)

[45. Negotiations 41](#_Toc28247107)

[46. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids 42](#_Toc28247108)

[47. Standstill Period 42](#_Toc28247109)

[48. Notification of Intention to Award 42](#_Toc28247110)

[K. Award of Contract 43](#_Toc28247111)

[49. Award Criteria 43](#_Toc28247112)

[50. Purchaser’s Right to Vary Quantities at Time of Award 43](#_Toc28247113)

[51. Notification of Award 43](#_Toc28247114)

[52. Debriefing by the Purchaser 44](#_Toc28247115)

[54. Performance Security 45](#_Toc28247116)

[55. Adjudicator 45](#_Toc28247117)

[56. Procurement related Complaints 46](#_Toc28247118)

**Section I - Instructions to Bidders**

 A. General

|  |  |
| --- | --- |
| 1. Scope of Bid | * 1. The Purchaser, as indicated in the Bid Data Sheet **(BDS)**, or its duly authorized Purchasing Agent if so specified **in the BDS** (interchangeably referred to as “the Purchaser” issues this bidding document for the supply and installation of the Information System as specified in Section VI, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this bidding are specified **in the BDS.** If applicable, the estimated cost is indicated **in the DBS.**
 |
|  | 1.2 Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VII, General Conditions of Contract. |
|  | * 1. Throughout this bidding document:

the term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified in ITB 1.4, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and1. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
 |
|  | * 1. If specified **in the BDS**, the Purchaser intents to use the electronic-procurement system indicated **in the BDS** to manage the aspects of this procurement process specified **in the BDS[[2]](#footnote-3)**.
 |
| 2. Source of Funds | 1. The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called "IDB" or “the Bank”) in the amount specified **in the BDS** toward the cost of the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 |
|  | 1. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Contract between the Borrower and the Bank (hereinafter called the "Loan Contract") and will be subject in all respects to the terms and conditions of that Loan (or other financing) Contract.
2. The Loan Contract prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
3. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds.
 |
| 3. Prohibited Practices | 1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[3]](#footnote-4) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.
 |
|  | * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:
 |
|  | (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(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 influencing improperly the actions of another party; |
|  |  (iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(v) “*obstructive practice*” is(i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;(ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or(iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under ITB 3.1(f) below or access to information; and(vi) “*misappropriation*” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
|  | * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, inter alia, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:
 |
|  | (i) not finance any proposal to award a contract for works, goods or services, and consulting services;(ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Purchaser has engaged in a Prohibited Practice; |
|  | (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;(iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior; |
|  | (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;  |
|  | (vi) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or |
|  | (viii) refer the matter to appropriate law enforcement authorities. |
|  | * + 1. The provisions of ITB 3.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
 |
|  | * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.
 |
|  | * + 1. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
 |
|  | * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank.
 |
|  | Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation.  |
|  | If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. |
|  | * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.
 |
|  | 3.2 By submitting bids, bidders represent and warrant:  |
|  | * + 1. that they have read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;
 |
|  | * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;
 |
|  | * + 1. that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
 |
|  | * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank
 |
|  | * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and
 |
|  | * + 1. that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in ITB 3.1 (b).
 |
| 4. Eligible Bidders | 1. A Bidder, all personnel and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be not eligible to participate in contracts intended to be financed in whole or in part from Bank loans. Section V of this document establishes the Bank’s member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank’s member country and the Works and Goods to be supplied under the Contract are not eligible:
	* 1. if as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods and services required; or
		2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
2. A Bidder, included in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents should not have conflicts of interest unless the conflict has been resolved in a manner acceptable to the Bank. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
	* 1. directly or indirectly controls[[4]](#footnote-5) another Bidder, is controlled directly or indirectly by another Bidder, or is controlled together with another Bidder by a natural or legal entity in common; or
		2. receive or have received any direct or indirect subsidy from any of them; or,
		3. have the same legal representative as another Bidder for purposes of this bidding process; or,
		4. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or,
		5. any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Bid; or
		6. or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; or
		7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
		8. has a close[[5]](#footnote-6) family or financial relationship or past or future employment with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
3. A Bidder is not eligible if it or its subcontractors, suppliers, consultants, manufacturers or service providers that intervene in any part of the Contract (including, in all cases, the respective directors, key personnel, principal shareholders, proposed personnel and agents) are declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB 3, at the date of contract award, shall be disqualified. A list of debarred firms and individuals is stated **in the BDS.**
4. A firm that is a Bidder (either individually or as a Joint Venture, Consortium or Association (“JVCA”) member) shall not participate as a Bidder or as JVCA member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
5. Government-owned entities in the Borrower’s Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
7. A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
 |
|  | 1. This bidding is open to all eligible bidders unless specified otherwise **in the BDS**.
 |
| 5. Eligible Goods and Services | 5.1 The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries. |
|  | 5.2 For the purposes of this bidding document, the term “Information System” means all:the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.  |
|  | 5.3 For purposes of ITB 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, resulting in a product that is substantially different in basic characteristics or in purpose or utility from its components. |

B. Contents of Bidding Document

|  |  |
| --- | --- |
| 6. Sections of Bidding Document | 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8: |
|  | **PART 1 - Bidding Procedures**Section I - Instructions to Bidders (ITB)Section II - Bid Data Sheet (BDS)Section III - Evaluation and Qualification Criteria Section IV - Bidding FormsSection V - Eligible Countries**PART 2 - Purchaser’s Requirements**Section VI - Requirements of the IS, including:* Technical Requirements
* Implementation Schedule
* System Inventory Tables
* Background and Informational Materials

**PART 3 - Contract**Section VII - General Conditions of Contract Section VIII -Special Conditions of Contract Section IX - Contract Forms* 1. The Specific Procurement Notice – issued by the Purchaser for this bidding is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the bidding document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. |
| 7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting | 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser’s shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2. |
|  | 7.2 The Bidder may wish to visit and examine the site where the Information System is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidder’s own expense.7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.7.4 The Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a site visit, if provided for **in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.7.6 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.7.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
| 8. Amendment of Bidding Document | 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2 |

C. Preparation of Bids

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| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | 1. The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.
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|  | 1. **Letter of Bid** prepared in accordance with ITB 12;
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|  | 1. **Bid Security or Bid-Securing Declaration** in accordance with ITB 20;
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|  | 1. **Alternative Bid:** if permissible, in accordance with ITB 13;
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|  | 1. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
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|  | 1. **Eligibility of Information System:** documentary evidence established in accordance with ITB 15.1 that the Information System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
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|  | 1. **Bidder’s Eligibility:** documentary evidence in accordance with ITB 16 establishing the Bidder’s eligibility and qualifications to perform the contract if its Bid is accepted;
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|  | 1. **Conformity:** documentary evidence established in accordance with ITB 17 that the Information System offered by the Bidder conform to the bidding document;
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|  | 1. **Subcontractors:** list of subcontractors, in accordance with ITB 17.4;
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|  | 1. **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;
2. all Software included in the Bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):
	1. System, General Purpose, and Application Software; or
	2. Standard and Custom Software;
3. all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bid;
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|  | All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c);Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and 1. any other document required **in the BDS.**
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|  | 1. The **Financial Part** shall contain the following
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|  | * + 1. Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
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|  | * + 1. Price Schedules completed in accordance with ITB 12 and ITB 14;
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|  | * + 1. Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
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|  | * + 1. any other document required in the BDS.
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|  | 1. In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture, Consortium or Association ("JVCA") shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.
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|  | 1. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
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| 12. Letters of Bid and Forms | 12.1 The Bidder shall complete the Letter of Bid - Technical Part, Letter of Bid - Financial Part including the appropriate List of Activities with prices or Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. |
| 13. Alternative Bids | 13.1 **The BDS** indicates whether alternative Bids are allowed. If they are allowed, the **BDS** will also indicate whether they are permitted in accordance with ITB 13.3 or invited in accordance with ITB 13.2 and/or ITB 13.4.13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Purchaser’s requirements as described in the bidding document must also provide: (i) a price (in the financial envelope only) at which they are prepared to offer an Information System meeting the Purchaser’s requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices (in the financial envelope only), and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Purchaser.13.4 When Bidders are invited **in the BDS** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VI, Purchaser’s Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITB 31. |
| 14. Bid Prices and Discounts | 1. The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part all Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VI. Additionally, all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
 |
|  | 1. Unless otherwise specified **in the BDS**, the Bidder must also bid Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VI (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
2. if specified **in the BDS,** the Bidder must also bid separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;
3. prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Bidder’s own allowance for price increases;
4. prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
 |
|  | 1. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VI), and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
 |
|  | 1. The price of items that the Bidder has left blank in the cost tables provided in the Sample Bid Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation in accordance with ITB 30.3.
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|  | 1. The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified **in the BDS,** as follows:
2. Goods supplied from outside the Purchaser’s country:

Unless otherwise specified **in the BDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser’s country. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1 (e) (iii)**.** In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;(b) Locally supplied Goods:Unit prices of Goods offered from within the Purchaser’s Country, shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded;(c) Inland transportation.1. Unless otherwise stated **in the BDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 14.5, whether the Goods are to be supplied locally or from outside the Purchaser’s country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB 14.5 (a) specifies CIP, and the named places of destination are the Project Sites.
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|  | 1. The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser’s country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.
2. Unless otherwise specified **in the BDS,** the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these bidding documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).
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|  | 1. Unless otherwise specified **in the BDS,** prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
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| 15. Documents Establishing the Eligibility of the Information System | 15.1 To establish the eligibility of the Information System in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| 16. Documents Establishing the Eligibility and Qualifications of the Bidder | 16.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.16.2 In the event that prequalification of potential Bidders has been undertaken as stated in ITB 4.8 of **the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.  |
| 17. Documents Establishing Conformity of the Information System | 1. Pursuant to ITB 11.1 (g), the Bidder shall furnish, as part of its Bid documents establishing the conformity to the bidding documents of the Information System that the Bidder proposes to design, supply and install under the Contract.
2. The documentary evidence of conformity of the Information System to the bidding documents including:
	1. Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Preliminary Project Plan must also address any other topics specified **in the BDS**. In addition, the Preliminary Project Plan should state the Bidder’s assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;
	2. written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the bidding documents;
	3. an item-by-item commentary on the Purchaser’s Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Bidder is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;
	4. support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
	5. any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 14.2 required Bidders to bid.
3. References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except where explicitly prohibited **in the BDS** for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
4. For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
5. The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.
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| 18. Currencies of Bid and Payment | 18.1 The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified **in the BDS**.18.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country. |
| 19. Period of Validity of Bids | 1. Bids shall remain valid for the period specified **in the BDS** after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 23.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
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|  | 1. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20.1, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
 |
|  | 1. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:

(a) in case of fixed price contracts, the contract price shall be the Bid price adjusted by a factor or factors specified **in the BDS**; (b) in the case of an adjustable price contracts, no adjustments shall be made;(c) in any case, bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above. |
| 20. Bid Security | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
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|  | * 1. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
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|  | * 1. If a Bid Security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder’s option:
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|  | * + 1. an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance, bonding or surety company);
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|  | * + 1. an irrevocable letter of credit;
 |
|  | * + 1. a cashier’s or certified check; or
 |
|  | * + 1. another security indicated in the BDS,
 |
|  | from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.  |
|  | * 1. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.
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|  | * 1. If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
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|  | * 1. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB 54.
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|  | * 1. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
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|  | * 1. The Bid Security may be forfeited, or the Bid-Securing Declaration executed:
1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
2. if the successful Bidder fails to:

sign the Contract in accordance with ITB 53; or* 1. furnish a performance security in accordance with ITB 54.
 |
|  | * 1. The Bid Security or the Bid-Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 11.2.
 |
|  | * 1. If a Bid Security is not required **in the BDS**, and;

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2; or(b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 53; or (ii) furnish a Performance Security in accordance with ITB 54; the Purchaser may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| 21. Format and Signing of Bid | 21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative”. In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.1. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
 |
|  | 1. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
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|  | 1. In case the Bidder is a JVCA, the Bid shall be signed by an authorized representative of the JVCA on behalf of the JVCA, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
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D. Submission and Opening of Bids

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| 22. Submission, Sealing and Marking of Bids | 1. The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.
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|  | 1. In addition, the Bidder shall submit copies of the Bid in the number specifiedin ITB 21.1 **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Bid Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “Alternative Bid – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Bid – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Bid – Original”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “Alternative Bid – Copies Of Technical Part”, and “Alternative Bid – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”
2. The envelopes marked “Original Bid” and “Bid Copies” (and, if appropriate, a third envelope marked “Alternative Bid”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
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|  | 1. All inner and outer envelopes, shall:
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|  | * + 1. bear the name and address of the Bidder;
		2. be addressed to the Purchaser in accordance with ITB 23.1;
		3. bear the specific identification of this Bidding process indicated in ITB 1.1; and
		4. bear a warning not to open before the time and date for Bid opening.
 |
|  | 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
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| 23. Deadline for Submission of Bids | 23.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**. |
|  | 23.2 The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended. |
| 24. Late Bids | 24.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 25. Withdrawal, Substitution, and Modification of Bids | 25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23. |
|  | 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. |
| E. Public Opening of Technical Parts of Bids |
| 26. Public Opening of Technical Parts of Bids | 1. Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the BDS**. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
 |
|  | 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
2. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
3. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
4. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and indicating whether there is an alternative bid or a modification; the presence or absence of a Bid Security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate.
5. The Letters of Bid shall be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
6. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
7. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
8. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
9. any alternative Bids; and
10. the presence or absence of a Bid Security or a Bid-Securing Declaration.
11. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
 |
| F. Evaluation of Bids. General Provisions |
| 27. Confidentiality | 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Award the Contract is transmitted to all Bidders in accordance with ITB 45. |
|  | 27.2 Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid. |
|  | 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. |
| 28. Clarification of Bids | 28.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in substance of the Bid shall be sought, offered, or permitted. |
|  | 28.2 The period given to the Bidder to submit the clarifications pursuant to ITB 28.1 shall be reasonable. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. |
| 29. Deviations, Reservations, and Omissions | 29.1 During the evaluation of Bids, the following definitions apply:(a) “*Deviation*” is a departure from the requirements specified in the bidding document; (b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and(c) “*Omission*” is the failure to submit part or all of the information or documentation required in the bidding document. |
| 30. Nonmaterial Nonconformities | 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. |
|  | 30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | 30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**. |
| G. Evaluation of Technical Parts of Bids |
| 31. Evaluation of Technical Parts | 1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, “Evaluation and Qualification Criteria.” No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.
 |
|  | Preliminary Examination1. The Purchaser will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors of technical parts have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a pre-qualified bidder and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification

Technical Evaluation1. The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 17, and in response to other requirements in the Bidding document, taking into account the following factors:

(a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements; (b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid;(c) achievement of specified performance criteria by the Information System;(d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;(e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;(f) the qualifications and experience of the technical representative proposed by the Bidder; (g) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;(h) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.1. If specified **in the BDS**, the Purchaser’s evaluation of responsive Bids will take into account technical factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria.
2. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
 |
| 32. Determination of Responsiveness | 32.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. |
|  | 32.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;(a) if accepted, would:(i) affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |
|  | 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VI, "Purchaser’s Requirements" have been met without any material deviation, reservation, or omission. |
|  | 32.4 To be considered for Contract award, Bidders must have submitted Bids: |
|  | (a) for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB 29 and ITB 32.3 confirms that the Bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the BDS ITB 36.3, the individual Subsystem, lot or slice Bid on; and are deemed by the Purchaser as commercially and technically responsive; and(b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB 33.3. |
| 33. Qualification of the Bidder | 1. The Purchaser shall determine to its satisfaction whether each Bidder is substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
 |
|  | 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 16.
2. Unless otherwise specified **in the BDS,** the Purchaser will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified **in the BDS** the Purchaser may carry out such tests as detailed **in the BDS**.
3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated cost or best ranked Bid, as the case may be, to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
4. The capabilities of the manufacturers and subcontractors proposed by the Bidder that is determined to have offered the Most Advantageous Bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, “Evaluation and Qualification Criteria.” Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
5. Where a prequalification has taken place, as indicated **in BDS ITB 4.8**, the Purchaser shall determine to its satisfaction whether the Bidder continues to be eligible and continues to meet the qualifying criteria.
 |
| 34. Subcontractors | 1. Unless otherwise stated **in the BDS**, the Purchaser does not intend to execute any specific element of the information system with subcontractors selected by the Purchaser.
2. Subcontractors proposed by the Bidder pursuant to ITB 17.4 shall be fully qualified for their parts of the Works.
 |
| H. Public Opening of Financial Parts of Bids |
| 35. Public Opening of Financial Parts | 1. Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
 |
|  | 1. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
2. their envelopes marked “Second Envelope: Financial Part” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
3. notify them of the date, time and location of the public opening of the envelopes marked “Second Envelope: Financial Part”.
 |
|  | 1. The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
2. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
3. their envelope marked “Second Envelope: Financial Part” will be opened at the public opening of the Financial Parts; and
4. notify them of the date, time and location of the second public opening of the envelopes marked “Second Envelope: Financial Part” as specified **in the BDS**.
 |
|  | 1. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
 |
|  | 1. At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. Each of these envelopes marked “Second Envelope: Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.
2. Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening of the Financial Parts of the Bids shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified **in the BDS**.
 |
|  | 1. The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked “Second Envelope: Financial Part”.
 |
|  | 1. The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
2. the name of the Bidder whose Financial Part was opened;
3. the Bid price, per lot (contract) if applicable, including any discounts; and
4. if applicable, any Alternative Bid – Financial Part.
5. The Bidders whose envelopes marked “Second Envelope: Financial Part” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. A copy of the record shall be sent to the Bank.
 |
| I. Evaluation of Financial Parts of Bids |
| 36. Evaluation of Financial Parts | 1. To evaluate a Bid, the Purchaser shall consider the following:
2. the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
3. price adjustment for correction of arithmetic errors in accordance with ITB 37.1;
4. price adjustment due to discounts offered in accordance with ITB 26.6;
5. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 38;
6. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
7. net present value of recurrent costs, if applicable, calculated at the Discount Rate specified in the BDS;
8. the use of the method Best and Final Offer if specified in BDS in reference to ITB 42.1; and
9. the evaluation factors indicated in Section III, “Evaluation and Qualification Criteria.”
 |
|  | 1. If price adjustment is allowed in accordance with ITB 14.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
 |
|  | 1. The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 32. The evaluation will be performed assuming either that:
 |
|  | (a) the Contract will be awarded to the Most Advantageous Bid pursuant to ITB 43 for the entire Information System; or (b) if specified **in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Bids result in the Most Advantageous Bid/Bids for the entire System,in the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids. Such discounts will be considered in the evaluation of bids as specified **in the BDS**. |
| 37. Correction of Arithmetical Errors | 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
2. where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail, and the latter will be corrected accordingly;
3. where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail, and the latter will be corrected accordingly; and
4. 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.
 |
|  | 1. A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 37.1 shall result in the rejection of the Bid.
 |
| 38. Conversion to Single Currency  | 38.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.  |
| 39. Margin of Preference | 39.1 No margin of domestic preference shall apply.  |
| 40. Comparison of Financial Parts | 1. The Purchaser shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
 |
| 41. Abnormally Low Bids | 1. An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.
 |
|  | 1. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.
2. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.
 |
| 42. Best and Final Offer (BAFO) | 1. If so specified **in the BDS** the Purchaser will use the Best and Final Offer method, the Bidders who submitted bids substantially responsive to the requirements will be invited to present their Best and Final Offer reducing prices, clarifying or modifying the bid or providing additional information, as appropriate.
 |
|  | 1. Bidders are not required to submit a Best and Final Offer. There shall be no Negotiations after Best and Final Offer.
 |
|  | 1. To observe and report on the application of the Best and Final Offer, the Purchaser may appoint the Independent Probity Assurance Authority indicated **in the BDS.**
 |
|  | 1. The Purchaser shall specify **in the BDS** a new deadline and details for the submission of the Best and Final Offer. ITB 22 and following instructions, as applicable, shall apply to the presentation, opening and clarifications of the Best and Final Offers.
 |
|  | 1. On receipt of the Best and Final Offer from each Bidder, the Purchaser shall proceed with the evaluation and comparison of the bids again in accordance with ITB 36 to ITB 41 and then shall proceed with ITB 43 and following instructions.
 |
| J. Combined Evaluation of the Technical and Financial Bids |
| 43. Combined Technical and Financial Evaluation, if applicable | 1. Where according to BDS in reference to ITB 31.4 the technical evaluation shall be carried out using scores and weighting factors, the Purchaser evaluation of bids must take into account technical factors, in addition to cost factors in accordance with Section III, Qualification Evaluation Criteria. The weight assigned to factors and costs is set forth **in the BDS**. The Purchaser shall classify the Bids based on the scores of the evaluated Bid.
 |
|  | 1. When according to BDS in reference to ITB 31.4, the technical evaluation with scores shall only determine whether the Technical Bid reaches an acceptable minimum score, then the combined evaluation does not apply.
 |
| 44. Most Advantageous Bid  | 1. After comparing the evaluated costs of the Bids, the Purchaser will award the Contract to the selected Bidder. The selected Bidder is the one whose Bid has been considered the Most Advantageous Bid. The Most Advantageous Bid will be determined according to one of the two options defined in the DDL. The methodologies options are as follows: substantially responsive to the bidding document; and
	* 1. **Where type-rated scoring is used as evaluation criteria**: the Bidder that meets the qualification criteria and for whose Offer it has been determined that:
2. substantially conforms to the bidding document; and
3. is the best rated evaluation (that is, the Bid that obtained the highest combined score in technical quality and price aspects).
	* 1. **Where no type-rated scoring is used as evaluation criteria**: the Bidder that meets the qualification criteria and for whose Offer it has been determined that:
4. substantially conforms to the bidding document; and
5. has the lowest evaluated cost;
 |
| 45. Negotiations | 1. If the Purchaser has not used the Best and Final Offer method in the Bid evaluation and if **in the BDS** it is specified that the Purchaser will use Negotiations with the Bidder with the Most Advantageous Bid, the selected Bidder shall be invited to Negotiations before the final adjudication of the Contract.
 |
|  | 1. Once the Purchaser has determined the Bidder with the Most Advantageous Bid, the Purchaser shall promptly notify the selected Bidder the terms to initiate Negotiations. Negotiations may include terms and conditions, price or social, environmental, innovative and cybersecurity aspects, provided that the minimum requirements of the bid are not modified.
2. The Negotiations will be performed in the presence of the Independent Probity Assurance Authority nominated **in the BDS**.
 |
|  | 1. The Purchaser shall specify **in the BDS** a dateline and details to engage in negotiations and for the submission of the negotiated Bid, as required. ITB 22 and following instructions shall apply, as required, for the submission, opening and clarifications of the negotiated bid,
2. The Purchaser will first negotiate with the Bidder that has submitted the Most Advantageous Bid. If the result is not satisfactory or an agreement is not reached, the Purchaser will notify the Bidder that the Negotiations concluded without agreement and may then notify the Bidder with the following Most Advantageous Bid on the list, and so on until a satisfactory result is achieved
 |
| 46. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
 |
| 47. Standstill Period | 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 52. The Standstill Period commences when the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
 |
| 48. Notification of Intention to Award | 1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
2. the name and address of the Bidder submitting the successful Bid;
3. the Contract price of the successful Bid;
4. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
5. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
6. if the bid evaluation used the Best and Final Offer (BAFO) method, if applicable;
7. the expiry date of the Standstill Period; and
8. instructions on how to request a debriefing and/or submit a complaint during the standstill period.
 |

K. Award of Contract

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| --- | --- |
| 49. Award Criteria | 1. Subject to ITB 46 the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 44, and where DDL in reference to ITB 45.1 specifies the use of Negotiations, that Negotiations concluded in agreement.:
 |
| 50. Purchaser’s Right to Vary Quantities at Time of Award | 1. The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated **in the BDS.**
 |
| 51. Notification of Award | 1. Prior to the expiration of the Bid Validity Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
 |
|  | 1. Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
	* + - 1. name and address of the Purchaser;
				2. name and reference number of the contract being awarded, and the selection method used;
				3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
				4. where applicable, the points obtained by each Bidder in the combined technical and price evaluation;
				5. name of Bidders whose Bids were rejected and the reasons for their rejection;
				6. if the final award included Negotiations, if applicable; and
				7. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
2. The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.
3. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
 |
| 52. Debriefing by the Purchaser | 1. On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 48.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing on the reasons why its Bid was not selected. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
 |
|  | 1. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
2. Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
3. Debriefing of unsuccessful Bidders may be done in writing or through an information meeting, or both, at the option of the Employer. The Bidders shall bear their own costs of attending such a meeting.
 |
| **53. Signing of Contract** | 1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified **in the BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
 |
|  | 1. The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
 |
|  | 1. Notwithstanding ITB 53.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.
 |
| 54. Performance Security | 1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser’s Country.
 |
|  | 1. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.
 |
| 55. Adjudicator | 1. Unless **the BDS** states otherwise, the Purchaser proposes that the person named **in the BDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached **to the BDS**. The proposed hourly fee for the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified **in the BDS**. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated **in the BDS** happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated **in the BDS** and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.
 |
| 56. Procurement related Complaints | 1. The procedures for making a Procurement-related Complaint are as specified **in the BDS**.
 |

Section II - Bid Data Sheet (BDS)

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

*[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process]*

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB. The instructions in bold and italics shall be removed from the final version].*

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| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids is: ***[insert reference number of the Request for Bids]*** The Purchaser is: ***[insert name of the Purchaser]*** The name of the bidding is: ***[insert name of the bidding]*** The number and identification of lots (contracts)comprising this bidding is: **[*insert number and identification of lots (contracts)]*** *"[delete if not applicable]* The estimated cost is: ***[insert the estimated cost, if applicable]*** |
| **ITB 1.4****E-procurement system** | The Purchaser [***insert "shall use a" or "shall not use any"*** ] electronic-procurement system to manage this RFB:***[If an e-procurement system is used, insert name of the e-system and url address or link; if not used delete this and the next text]***The electronic-procurement system shall be used to manage the following aspects of the procurement process:***[list the aspects here and modify the relevant parts of the BDS accordingly e.g., issuing Bidding document, issuing amendments to the bidding documents, submissions of Bids, opening of Bids, etc.]*** |
| **ITB 2.1** | The Borrower is: ***[insert name of the Borrower]*** Loan amount: ***[insert US$ equivalent]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The name of the Project is: ***[insert name of the project]***  |
| **ITB 4.3** | The Bank's website (www.iadb.org/integridad) provides information on companies and sanctioned persons. |
| **ITB 4.4** | **[*Delete if not applicable*]**There ***[is or is no]*** limit on the number of members in a JVCA: \_\_\_\_ |
| ITB 4.7 | This bidding is open to eligible, prequalified bidders. ***[In cases where there has not been a prequalification, indicate that the bidding is open to all interested eligible bidders]***[*Depending upon the case, the appropriate Section III, "Evaluation and Qualification Criteria" shall be used]* |
| **B. Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Purchaser’s address is:***[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 23.1 for Bid submission]***Attention: ***[insert full name of person, if applicable****]*Address: *[****insert street address and number****]*Floor/ Room number*: [****insert floor and room number, if applicable****]* City:*] [****insert name of city or town****]*ZIP Code:[***insert postal (ZIP) code, if applicable****]*Country: : *[****insert name of country****]*Telephone: *[****insert telephone number, including country and city codes****]*Electronic mail address: *[****insert email address, if applicable****]*Requests for clarification should be received by the Purchaser no later than: ***[insert no. of days]*** before the deadline for bid submission. The Purchaser shall respond to the request of clarifications until: ***[insert no. of days]*** before the deadline for bid submission.***[Note: Requests for clarification sent via email must be sent on a company's letterhead, signed and stamped by the company's legal representative and preferably in pdf format.]*** |
| **ITB 7.1**  | Web page: ***[in case used, identify the widely used website or electronic portal of free access where Bidding process information is published****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 7.4** | A Pre-Bid meeting\_\_***[insert “shall” or “shall not”]*** take place at the following date, time and place:***[Delete if not applicable]****.*Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert date]***Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert time]***Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert address]***A site visit conducted by the Purchaser ***\_\_\_\_\_\_\_\_\_\_\_[insert “shall be” or “shall not be”]*** organized. |
| **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: ***[insert “English” or” Spanish” or “French” or "Portuguese"]****.* All correspondence exchange shall be in \_\_\_\_*[****specify one language]***language.Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. ***[specify one language]****.* |
| **ITB 11.1 (j)** | The Bidder shall submit with its Bid the following additional documents:***[list any additional document not already listed in ITB 11.1 that must be submitted with the Bid]***   |
| **ITB 13.1** | Alternative Bids are invited in accordance with ITB 13.1 and/or 13.2 **or**Alternative Bids are permitted in accordance with ITB 13.4.**or**Alternative Bids are not permitted. |
| **ITB 13.2** | Alternatives to the Time Schedule ***[specify "are" or "are not"]*** permitted.If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.  |
| **ITB 13.4** | Alternative technical solutions shall be permitted for the following parts of the Information System: ***\_\_\_\_[specify parts for which alternatives are allowed]*** as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 14.2** | The Bidder ***[insert “must” or “must not”]*** bid Recurrent Cost Items |
| **ITB 14.2 (a)** | The Bidder *[insert “must” or “must not”]* bid for contracts of Recurrent Cost Items not included in the main Contract. |
| **ITB 14.5** | The Incoterms edition is: ***[insert relevant edition].*** |
| **ITB 14.5 (a)** | Named place of destinationis: *\_\_* **[*insert named Place of destination as per Incoterm used]*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 14.6** | Named place of final destination (or Project site) is: \_\_\_\_\_\_\_\_\_ ***[insert name of location where the IS are to be actually Installed]*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 14.8** | ITB 14.8 is modified as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_ **[*otherwise state ‘There is no modification to ITB 14.8’*]** |
| **ITB 14.9** | The prices quoted by the Bidder ***[insert “shall “or “shall not”] \_\_\_\_\_\_\_\_\_\_\_*** be subject to adjustment during the performance of the Contract. |
| **ITB 17.2 (a)** | In addition to the topics described in ITB Clause 17.2 (a), the Preliminary Project Plan must address the following topics: [*modify as appropriate]:*1. Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);
2. Implementation Sub-Plan;
3. Training Sub-Plan;
4. Testing and Quality Assurance Sub-Plan;
5. Warranty Defect Repair, Technical Support Service Sub-Plan and Initial Operation Sub-Plan, if applicable
 |
| **ITB 17.3** | In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: **[*as appropriate, state “none” or list brand-name items and references to the Technical Requirements where the items are detailed]*** |
| **ITB 17.9** | The prices quoted by the Bidder ***[insert “shall “or “shall not”] \_\_\_\_\_\_\_\_\_\_\_*** be subject to adjustment during the performance of the Contract. |
| **ITB 18.1** | The Bidder **[*insert “is” or “is not”’*] \_\_\_**required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency. |
| **ITB 19.1** | The Bid validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for Bid submission]*** days counted from the date of bid submission. |
| **ITB 19.3 (a)** | The Bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_ ***[insert adjustment factors]*** ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]*** |
| **ITB 20.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***A *Bid Security* ***[insert “shall be” or “shall not be”*]** required. A Bid-Securing Declaration **[*insert “shall be” or “shall not be*”]** required.If a Bid Security shall be required, the amount and currency of the Bid Security shall be: \_\_\_\_\_\_\_\_\_\_\_\_ ***[insert amount and currency]*****[*If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”.]******[In case of lots, please insert amount and currency of the Bid Security for each lot]******Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Purchaser will determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 20.3 (d)** | Other types of acceptable securities: ***[Insert names of other acceptable securities. Insert “None” if no Bid Security is required under provision ITB 20.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 20.3 (a) through (c) are acceptable*.]** |
| **ITB 20.10** | If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of \_\_\_\_\_\_ **[*insert period of time]*** years. |
| **ITB 21.1** | In addition to the original of the Bid, the number of copies is: ***[insert number of copies]***: \_\_\_\_\_ |
| **ITB 21.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid].***  |
| **D. Submission and Opening of Bids** |
| **ITB 23.1**  | For **Bid submission purposes** only, the Purchaser’s address is: ***[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications]***Attention: *[****insert full name of person, if applicable]***Street Address: *[****insert street address and number****]* Floor/Room number: *[****insert floor and room number, if applicable****]*City: [***insert name of city or town***] ZIP Code: : [***insert postal (ZIP) code, if applicable***] Country: [***insert name of country***] The deadline for Bid submission (and/or withdrawals, substitutions or modifications) is: Date: ***[insert day, month, and year, e.g. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]****[The date and time should be the same as those provided in the Request for Bids, unless subsequently amended pursuant to ITB 23.2*]**Street Address: *[****insert street address and number****]* Floor/Room number: *[****insert floor and room number, if applicable****]*City: [***insert name of city or town***] Country: [***insert name of country***]Date: ***[insert day, month, and year, e.g. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]* |
| **ITB 23.1** | Bidders \_\_\_\_ ***[insert “shall” or “shall not”]*** have the option of submitting their Bids electronically.***[The following provision should be included, and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***The electronic Bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures.]*** |
| **ITB 26.1** | The Bid opening (and reading of withdrawals, substitutions or modifications to Bids, if any) shall take place at: Street Address: [***insert street address and numbe****r]*Floor/Room number: *[****insert floor and room number, if applicable****]*City: *[****insert name of city or town****]*Country: *[****insert name of country****]*Date: ***[insert day, month, and year, i.e. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]**[****insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids in ITB 23)]*** |
| **ITB 26.1** | ***[The following provision should be included, and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures.]*** |
| **ITB 26.6** | The Letter of Bid and Price Schedules shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Purchaser conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser, etc.]*** |
| **F. Evaluation of Bids. General Provisions** |
| **ITB 30.3** | The adjustment shall be based on the \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(insert “average” or “highest”)*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero. |
| **G. Evaluation of Technical Parts of Bids** |
| **ITB 31.4**  | The Purchaser’s evaluation of responsive Bids ***[insert “will take” or “will not take”*]** into account technical factors, in addition to cost factors as specified in Section III, Bid Evaluation and Qualification Criteria*. [Use scored technical factors to be combined with cost if technical features cannot be easily evaluated using pass-fail criteria or converted to lift cycle cost.]*  |
| **ITB 31.4** | If rated criterion is used:The total weight “X” for the Technical features in the Evaluated Bid Score is: [insert interest weight.\_\_\_\_\_\_\_\_\_***\_.[The weight to be assigned to the technical features should generally not exceed 30%, and may be set as high as 50%, only if justified]******[Specify the technical features to be evaluated, the respective score, and list the relevant reference in the Technical Requirements.]*** |
| **ITB 33.3** | [***Add the following if the Purchaser will carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements***] As additional qualification measures, the Information System (or components/parts of it) offered by the Bidder with the Most Advantageous Bid may be subjected to the following tests and performance benchmarks prior to Contract award*:* ***[Note: For demonstration or benchmark tests, specify full testing details and success criteria (alternatively, reference detailed discussion of testing in the Technical Requirements).]***  |
| **ITB 34.1** | The Purchaser ***[insert "intends” or “does not intend]*** to execute any specific elements of the information systems using subcontractors hired by the Purchaser. *[If so, provide details.]* |
| **H. Public Opening of Financial Parts of Bids** |
| **ITB 35.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the location, date and time of the public opening of Financial Parts.***[In addition to the above the Purchaser shall include one or both of the following two options]******[Option 1, if available]*** The Purchaser shall publish a notice of the public opening of the Financial Parts on its website. ***[Option 2]*** Any interested party who wishes to attend this public opening may contact ***[insert name and contact details for responsible officer]*** and request to be notified of the location, date and time of the public opening of Financial Parts. The request should be made before the deadline for submission of Bids, stated above. |
| **ITB 35.5** | The Letter of Bid – Financial Part and Schedules shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Purchaser conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser, etc.]*** |
| **I. Evaluation of Financial Parts of Bids** |
| **ITB 36.3 (b)** | Bids for Subsystems, lots, or slices of the overall Information System [specify: will / will *not]* be accepted. Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids and such discounts ***[insert shall or shall not]*** \_\_\_\_\_\_\_\_\_be considered in the price evaluation. ***[When rated criteria are used for evaluation insert “shall not” as the evaluation becomes overly complex]******[Note: Keeping a single Bid package obviously simplifies the evaluation and maintains clearer overall system implementation and warranty responsibilities. However, there may well be practical reasons to break a specific procurement package into parts that can be bid individually. If, therefore, Bids will be accepted for one or more individual Subsystems, lots, or slices of the total Information System, include here the title of each Subsystem, lot, or slice for which bids can be submitted, as well as proper cross references to the Technical Requirements where a description of each Subsystem, lot, or slice can be found. Any other criterion that may affect award of more than one Subsystem, lot, or slice should also be specified here.]***  |
| **ITB 36.1 (f)** | Discount Rate (I) for net present value calculations of recurrent costs (if any) is \_\_\_ ***[insert discount rate]*** percent per annum. |
| **ITB 38.1** | The currency(ies) of the Bid shall be converted into a single currency as follows: ***[Insert name of currency]*** .The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: ***[Insert name of currency].*** The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in the Purchaser’s Country).]*** The date for the exchange rate shall be: ***[insert day, month and year, e.g. 19 December 2017 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity].***  |
| **ITB 42.1****BAFO** | [***Delete if not applicable,***]The evaluation will use the Best and Final Offer (BAFO) method.  |
| **ITB 42.4****Independent Probity Assurance Authority** | [***Delete if not applicable, or delete the not applying paragraph***]If Best and Final Offer method is used, the Independent Probity Assurance Authority shall be: [*indicate: name and address*]. |
| **ITB 42.4 Address for submission of BAFO** | [***Delete if not applicable***]For the purpose of presenting the BAFO, the Purchaser's address is: ***[This address may be the same as in relation to the provision of ITB 7.1 for clarification or a different one]***Attention: ***[insert full name of person, if applicable****]*Address: *[****insert street address and number****]*Floor/Room number*: [****insert floor and room number, if applicable****]* City:*] [****insert name of city or town****]*ZIP Code: [***insert postal (ZIP) code, if applicable****]*Country: :*[****insert name of country****]*  |
| **ITB 42.4****Deadline for submission of BAFO** | **[*Delete if not applicable*]**The deadline for the presentation of the Best and Final Offer is: Date: ***[insert day, month, and year, e.g. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.****]* *[Note: the time allowed for the preparation and presentation of the BAFO will be determined by giving due consideration to the particular circumstances of the Project and the magnitude and complexity of the procurement. The period must be at least five business days, unless another term is agreed with the Bank].**[Note: The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]*Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their BAFO Bids electronically.The electronic Bid opening procedures shall be: ***[insert a description of the electronic BAFO opening procedures]*** |
| **J. Combined Technical and Financial Bids Evaluation** |
| **ITB 43.1****Weight of Scores** | When **BDS ITB 31.4** states that scores shall be used for the technical evaluation, then the technical score weight *W is* ***\_\_\_\_\_\_\_ [insert percentage, generally 20%]***; the financial scoring weight *X* is \_***\_\_\_\_\_\_[insert percentage, generally 80 %]***In case scores are not used for the technical evaluation, then the score for the technical aspects shall be zero.  |
| **ITB 45.1****Negotiations** | [***Delete if not applicable or if BDS ITB 42.1 specifies that BAFO is used***]The final award will use Negotiations.  |
| **ITB 45.3****Independent Probity Assurance Authority** | [***Delete if not applicable***]If Negotiations are used, the Independent Probity Assurance Authority shall be: [*indicate: name and address*]. |
| **ITB 45.4** **Address for Negotiations and submission of Negotiated Bid** | [***Delete if not applicable***]For the purpose of starting Negotiations and presenting the negotiated bid, the Purchaser's address is: ***[This address may be the same as in relation to the provision of ITB 7.1 for clarification or a different one]***Attention: ***[insert full name of person, if applicable****]*Address: *[****insert street address and number****]*Floor/Room number*: [****insert floor and room number, if applicable****]* City:*] [****insert name of city or town****]*ZIP Code: [***insert postal (ZIP) code, if applicable****]*Country: :*[****insert name of country****]* |
| **ITB 45.4****Deadline for submission of Negotiated Bid** | [***Delete if not applicable***]The deadline for the presentation of the negotiated Bid will be defined in a Notification of the Purchaser certified by the Independent Probity Assurance Authority.[***The time allowed to present the negotiated bid will be determined by giving due consideration to the particular circumstances of the Project and the magnitude and complexity of the purchase. The period allowed must be at least five business days from the end of the negotiations***][*The following provision will be included and the corresponding information required will be indicated only if Bidders have the option to submit the Negotiated Offer electronically. Delete if not applicable*].Selected Bidder **[*insert “shall” or “shall not”*]** have the option of submitting its negotiated Bid electronically.The procedures for submitting the negotiated bid electronically will be the following: *[****describe the procedures for submitting bids electronically****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **F. Award of Contract** |
| **ITB 50.1****Variation** | The maximum percentage by which quantities may be increased is: ***[insert percentage]***The maximum percentage by which quantities may be decreased is: ***[insert percentage]***The items for which the Purchaser may increase of decrease the quantities are the following.***[List the items for which the quantities may be increased or decreased]******[Note: The percentage of increase or decrease for hardware, software and similar components should normally not exceed 15 to 20 percent for each item and in the aggregate. If the System contains a number of virtually identical Subsystems, a specific percentage should be given, allowing a reasonable increase or decrease in the number of Subsystems to be contracted for at the time of Contract award.]*** |
| **ITB 53.1 Beneficial Ownership** | The successful Bidder ***[shall] or [shall not]*** submit the Beneficial Ownership Disclosure Form. |
| **ITB 55****Adjudicator** | The proposed Adjudicator is: ***[insert: name and other identifying information “as per the résumé attached to this BDS”, or, exceptionally, state “There will be no Adjudicator under this Contract.”]******[Note: For the adjudication system to achieve its purpose (the quick and effective resolution of potential disputes), the Adjudicator should be a technical expert in the type of System covered by the Contract, with actual experience in Information System contract implementation. He/she should ideally, though not necessarily, come from a country other than that of the Purchaser, to avoid any appearance of a conflict of interest. However, it is preferable to propose an Adjudicator from the Purchaser’s Country than to consider no adjudication.******Normally, there should be an Adjudicator in the contract. The option of having no Adjudicator should be viewed as an exception, to be used only in relatively straightforward and short - about less than a year - contracts with little or no application software development or adaptation.]***The proposed hourly fee is *[insert: amount and currency].* ***[Note: In addition to a fee for actual hours spent studying a case submitted for advice, an Adjudicator would expect to be reimbursed for all dispute-related telephone, and other communications costs, as well as all costs associated with any trips to the site(s), if any.]*** |
| **ITB 56****Procurement related complaints** | The procedures for making a Procurement-related Complaint are detailed in the Procurement Policies for Goods and Works financed by the Inter-American Development Bank GN-2349-15. If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, e.g., by email), to:**For the attention**: [*insert full name of person receiving complaints*]**Title/position**: [*insert title/position*]**Purchaser**: [*insert name of Purchaser*]**Email address**: [*insert email address*] |

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| Section III - Evaluation and Qualification Criteria(After Prequalification) |

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

***[Note to Purchaser: if a prequalification has not taken place, delete this Section III and use the following Section III, "Evaluation and Qualification Criteria (without Prequalification)".]***

1. Evaluation when a combined score is not used. *[Delete if not used]*

When no combined scores are used in the technical and Price evaluation, the Most Advantageous Offer will be the one with the lowest Price evaluated attaining a minimum technical score \_\_\_\_\_\_ ***[Indicate, if applicable]*** or more of the maximum technical score, and will be awarded the Contract, if qualified and if meeting all other requirements of this Section III. Evaluation and Qualification Criteria.

***or***

1. Combined Evaluation of Offers *[Delete if not used]*

Should a technical evaluation include scores and weights, only the bids that achieve \_\_\_\_\_ ***[indicate percentage]*** or more of the maximum technical score will be considered to have substantially fulfilled technical aspects and that score will be carried to the combined technical and Price comparison. If the technical evaluation does not include scores, the financial evaluation will be limited to determine the lowest bidding price.

The Purchaser whenever appropriate, will evaluate and compare the Bids decided to have substantially fulfilled and reached the minimum scores required.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:



where

C = Evaluated Cost of the Bid

C low = the lowest of all evaluated Bidding costs among the Bids in compliance

T = the total technical score given to the Bid

T high = the technical score attained by the Bid obtaining the best scores among all other Bids in compliance

X = Cost weight as specified in ITB 41.1

When scores are used in a technical evaluation, the Most Advantageous Bid, will be the one achieving the highest combined scores and will be awarded the Contract provided it is qualified and meets all other requirements of this Section III, Qualification and Evaluation Criteria.

The Price Bid evaluated (Fm) as the lowest Bid will receive the maximum financial score (Sf) of 100.

Weights given to technical Bids (T) and price (P) are: [***Technical and financial weight parameters are also set forth in the ITB and may vary slightly depending on each]***

**T =  *\_\_\_\_\_ [Indicate] and***

**P *= \_\_\_\_\_\_(Indicate]***

Bids classified according to combined technical (St) and financial (Sf) scores using weights (T = weight given to the Technical Bid; P = weight given to the Bid Price; T + P = 1) so that: S = St x T% + Sf x P%.

When no scores are used in the technical evaluation, the Most Advantageous Bid will be the one reaching the lowest evaluated Price and will be awarded the Contract, if qualified and in compliance with all other requirements of this Section III, Qualification and Evaluation Criteria.

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 31.

If indicated by the BDS, the Purchaser’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

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| 1. Technical Evaluation

If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), the Total Technical Points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid in accordance with the criteria set forth below.(a) The technical features to be evaluated are generally defined below and specifically identified **in the BDS**:1. Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.
2. Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.
3. The quality of the Bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VI, “Requirements of the Information System” or proposed by the Bidder based on the Bidder’s experience.
4. Any sustainable procurement requirement if specified in Section VI- Requirements of the Information System.

(b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS, namely:(i) The technical features that reflect how well the Information System meets the Purchaser’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System). (ii) The technical features that reflect how well the Information System meets the System’s Functional Performance Standards. (iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.(c) As specified in Section II, BDS ITB 31,4, each category will be given a weight and within each category each feature may also be given a weight.(d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.(e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula: where:*tji* = the technical score for feature “i” in category “j”*wji* = the weight of feature “i” in category “j”*k* = the number of scored features in category “j”and  (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:where:*Sj* = the Category Technical Score of category “j”*Wj* = the weight of category “j” as specified in the BDS*n* = the number of categories and   |

In addition to the criteria listed in ITB 31.3 (a) to (h), the following factors shall apply:

1. Economic Evaluation

The following factors and methods will apply:

**(a)** **Time Schedule**:

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit will be given for earlier completion.

**or**

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between *\_\_\_\_\_\_\_\_\_* minimum and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* maximum. The adjustment rate in the event of completion beyond the minimum period shall be *\_\_\_\_\_\_\_\_\_\_\_\_\_* for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

**(b) Recurrent Costs**

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Bidder in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Bid price for evaluation.

Option 1: The recurrent cost factors for calculation of the implementation schedule are:

(i) number of years for implementation

(ii) hardware maintenance

(iii) software licenses and updates

(iv) technical services

(v) telecommunication services, and

(vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:



where

*N* = number of years of the Warranty Period, defined in SCC Clause 29.4

*M* = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

*x* = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

*Rx* = total Recurrent Costs for year “*x*,” as recorded in the Recurrent Cost Sub-Table.

*I* = discount rate to be used for the Net Present Value calculation, as specifiedin the BDS ITB 36.1 (f).

**or** Option 2:

Reference to the methodology specified in the Specification or elsewhere in the bidding document

**(c) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

…………………………………………………………………………………………………

1. BAFO

After determining among the Bids that substantially meet the requirements, the Purchaser may invite Bidders to submit the Best Final Offer in accordance with ITB 42 if so indicated in the BDS in reference to ITB 42.1, using only the following requirements: \_\_\_\_\_\_\_\_\_\_\_\_ [*indicate requirements such as price, type of clarifications or modifications, additional information, social, environmental, innovative or cybersecurity aspects*].

1. Technical alternatives

If invited in accordance with ITB 13.4, will be evaluated as follows:

…………………………………………………………………………………………………

1. Qualification

**6.1 Update of Information**

The Bidder and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification.

**6.2 Financial Resources**

Using the relevant Form, No FIN 2.3.3 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

and

(ii) the overall cash flow requirements for this contract and its current supply and services’ commitment.

**6.3 Key Personnel**

 The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Similar****Experience (years)** | **In Similar Supply and Services Experience****(years)** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| … |  |  |  |

The Bidder shall provide details of the proposed key personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.

The Bidder shall provide further details of proposed resources using the relevant Form in Section IV.

**6.4** **Subcontractors/vendors/manufacturers**

Subcontractors/vendors/manufacturers for major items of supply or services identified in the prequalification

document must meet orcontinue to meet the minimum criteria specified therein for each item.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in the rejection of the subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer’s authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and/or install that item in the Purchaser’s Country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

|  |
| --- |
| Section III - Evaluation and Qualification Criteria(Without Prequalification) |

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

***[Note to Purchaser: if a prequalification has taken place, delete this Section III and use the following Section III, "Evaluation and Qualification Criteria (with Prequalification)".]***

1. Evaluation when a combined score is not used. *[Delete if not used]*

When no combined scores are used in the technical and Price evaluation, the Most Advantageous Offer will be the one with the lowest Price evaluated attaining a minimum technical score \_\_\_\_\_\_ ***[Indicate, if applicable]*** or more of the maximum technical score, and will be awarded the Contract, if qualified and if meeting all other requirements of this Section III, “Evaluation and Qualification Criteria.”

***or***

1. Combined Evaluation of Offers *[Delete if not used]*

Should a technical evaluation include scores and weights, only the bids that achieve \_\_\_\_\_ ***[indicate percentage]*** or more of the maximum technical score will be considered to have substantially fulfilled technical aspects and that score will be carried to the combined technical and Price comparison. If the technical evaluation does not include scores, the financial evaluation will be limited to determine the lowest bidding price.

The Purchaser whenever appropriate, will evaluate and compare the Bids decided to have substantially fulfilled and reached the minimum scores required.

One evaluated Bid (B) score will be calculated for each Bid substantially in compliance using the following formula, which will allow a complete evaluation of evaluated cost and the technical merits of each Bid:



where

C = Evaluated Cost of the Bid

C low = the lowest of all evaluated Bidding costs among the Bids in compliance

T = the total technical score given to the Bid

T high = the technical score attained by the Bid obtaining the best scores among all other Bids in compliance

X = Cost weight as specified in ITB 43.1

When scores are used in a technical evaluation, the Most Advantageous Bid, will be the one achieving the highest combined scores and will be awarded the Contract provided it is qualified and meets all other requirements of this Section III, Qualification and Evaluation Criteria.

The Price Bid evaluated (Fm) as the lowest Bid will receive the maximum financial score (Sf) of 100.

Weights given to technical Bids (T) and price (P) are: [***Technical and financial weight parameters are also set forth in the ITB and may vary slightly depending on each]***

**T =  *\_\_\_\_\_ [Indicate] and***

**P *= \_\_\_\_\_\_(Indicate]***

Bids classified according to combined technical (St) and financial (Sf) scores using weights (T = weight given to the Technical Bid; P = weight given to the Bid Price; T + P = 1) so that: S = St x T% + Sf x P%.

When no scores are used in the technical evaluation, the Most Advantageous Bid will be the one reaching the lowest evaluated Price and will be awarded the Contract, if qualified and in compliance with all other requirements of this Section III, Qualification and Evaluation Criteria.

|  |
| --- |
| 2. Technical EvaluationIf, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), the Total Technical Points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid in accordance with the criteria set forth below.(a) The technical features to be evaluated are generally defined below and specifically identified **in the BDS**:(i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.(ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System. 1. The quality of the Bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in, Technical Requirements or proposed by the Bidder based on the Bidder’s experience.
2. Any sustainable procurement requirement if specified in Section VI- Requirements of the Information System.

(b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS, namely:(i) The technical features that reflect how well the Information System meets the Purchaser’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the Information System). (ii) The technical features that reflect how well the Information System meets the System’s Functional Performance Standards. (iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.(c) As specified **in the BDS**, each category will be given a weight and within each category each feature may also be given a weight.(d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.(e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula: where:*tji* = the technical score for feature “i” in category “j”*wji* = the weight of feature “i” in category “j”*k* = the number of scored features in category “j”and  (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:where:*Sj* = the Category Technical Score of category “j”*Wj* = the weight of category “j” as specified in the BDS*n* = the number of categories and   |

In addition to the criteria listed in ITB 31.3 (a) and (e), the following factors shall apply:

**3. Economic Evaluation**

The following factors and methods will apply:

**(a)** **Time Schedule**:

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit will be given for earlier completion.

**or**

Time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between *\_\_\_\_\_\_\_\_\_* minimum and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* maximum. The adjustment rate in the event of completion beyond the minimum period shall be *\_\_\_\_\_\_\_\_\_\_\_\_\_* for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

**(b) Recurrent Costs**

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Bidder in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Bid price for evaluation.

Option 1: The recurrent costs factors for calculation of the implementation schedule are:

(i) number of years for implementation

(ii) hardware maintenance

(iii) software licenses and updates

(iv) technical services

(v) telecommunication services, and

(vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:



where

*N* = number of years of the Warranty Period, defined in SCC Clause 29.4

*M* = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

*x* = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

*Rx* = total Recurrent Costs for year “*x*,” as recorded in the Recurrent Cost Sub-Table.

*I* = discount rate to be used for the Net Present Value calculation, as specified in **BDS ITB 36.1 (f).**

**or** Option 2:

Reference to the methodology specified in the Specification or elsewhere in the bidding document.

**(c) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

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

**4. BAFO**

After determining among the Bids that substantially meet the requirements, the Purchaser may invite Bidders to submit the Best Final Offer in accordance with ITB 42 if so indicated in the BDS in reference to ITB 42.1, using only the following requirements: \_\_\_\_\_\_\_\_\_\_\_\_ [*indicate requirements such as price, type of clarifications or modifications, additional information, social, environmental, innovative or cybersecurity aspects*].

**5. Technical alternatives**

If invited in accordance with ITB 13.4, will be evaluated as follows:

…………………………………………………………………………………………………

**6. Qualification**

| **Factor** | 6.1 Eligibility |
| --- | --- |
| Sub-Factor | Criteria | Documentation Required |
| Requirement | Bidder |
| **Single Entity** | Joint Venture (existing or intended) |
| **All members combined** | Each member | **At least one member** |
| 6.1.1 Nationality  | Nationality in accordance with ITB 4.1. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI –5.1.1 and5.1.2, with attachments |
| 6.1.2 Conflict of Interest |  No- conflicts of interests as described in ITB 4.2. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Letter of Bid |
| 6.1.3 Bank Ineligibility | Not be on the list of parties sanctioned by the Bank in accordance with ITB 4.3. | Must meet requirement | Must meet requirement | Must meet requirement  | N / A | Letter of Bid |
| 6.1.4 State owned Entity of the Borrower country | Compliance with conditions of ITB 4.5 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI – 5.1.1 and 5.1.2, with attachments |
| 6.1.5 United Nations resolution or Borrower’s country law  | Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.1 (a) and (b). | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Letter of Bid |

| **Factor** | 6.2 Historical Contract Non-Performance |
| --- | --- |
| Sub-Factor | Criteria | **Documentation Required** |
| Requirement | Bidder |
| **Single Entity** | Joint Venture (existing or intended) |
| **All members combined** | **Each member** | **At least one member** |

##

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 6.2.1 History of non-performing contracts | Non-performance of a contract[[6]](#footnote-7) did not occur as a result of Bidder’s default since 1st January *[insert year]*.  | Must meet requirement by itself or as member to past or existing JVCA | N / A | Must meet requirement[[7]](#footnote-8)  | N / A | Form CON - 2 |
| 6.2.2 Suspension | Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.7 and ITB 20.10 | Must meet requirement | N / A | Must meet requirement | N / A | Letter of Bid |
| 6.2.3 Pending Litigation | Bidder’s financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder. | Must meet requirement by itself or as member to past or existing JVCA | N / A | Must meet requirement  | N / A | Form CON – 2 |

| **Factor** | 6.3 Financial Situation |
| --- | --- |
| **Sub-Factor** | Criteria | Documentation Required |
| Requirement |  Bidder |
| **Single Entity** | Joint Venture (existing or intended) |
| **All members combined** | **Each member** | **At least one member** |
| 6.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last \_\_\_\_ [ ] years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. | Must meet requirement | N / A | Must meet requirement | N / A | Form FIN – 5.3.1 with attachments |
| 6.3.2 Average Annual Turnover | Minimum average annual turnover of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, calculated as total certified payments received for contracts in progress or completed, within the last\_\_\_\_\_\_( ) years | Must meet requirement | Must meet requirement | N/A | N/A | Form FIN –5.3.2 |
| 6.3.3 Financial Resources | The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement:………………………………………………………………………………… | Must meet requirement | Must meet requirement | N/A | N/A | Form FIN –5.3.3 |

| **Factor** | 6.4 Experience |
| --- | --- |
| **Sub-Factor** | Criteria | Documentation Required |
| **Requirement** | Bidder |
| Single Entity | **Joint Venture (existing or intended)** |
| **All members combined** | **Each member** | **At least one member** |
| 6.4.1 General Experience  | Experience under Information System contracts in the role of prime supplier, management contractor, JVCA member, or subcontractor for at least the last\_\_\_\_\_\_\_\_ [\_\_\_\_] years prior to the applications submission deadline.  | Must meet requirement | N / A | Must meet requirement | N / A | Form EXP-5.4.1 |
| 6.4.2 Specific Experience | Participation as a prime supplier, management contractor, JVCA[[8]](#footnote-9) member, sub-contractor, in at least \_\_\_\_\_\_\_\_\_ (\_\_\_) contracts within the last \_\_\_\_\_\_\_\_ ( ) years, each with a value of at least \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_), that have been successfully and substantially completed and that are similar to the proposed Information System. *[Specify minimum key requirements in terms of physical size, complexity, methods, technology and/or other characteristics from those described in Section VI, Purchaser’s Requirements* | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic  | Form EXP 5.4.2 |

**6.5 Personnel**

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

|  |  |  |
| --- | --- | --- |
| **No.** | **Position** | **Information System Experience** ***[Specify specific experience requirement and years of experience for the key positions]*** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

**6.6** **Subcontractors/vendors/manufacturers**

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer’s authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in the Purchaser’s Country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

|  |
| --- |
| Section IV - Bidding Forms |

Table of Forms

[Letter of Bid - Technical Part 76](#_Toc531793169)

[Historical Contract Non-Performance and Pending Litigation 81](#_Toc531793170)

[Experience - General Experience 82](#_Toc531793171)

[Specific Experience 84](#_Toc531793172)

[Financial Situation 87](#_Toc531793173)

[Historical Financial Performance 87](#_Toc531793174)

[Average Annual Turnover 88](#_Toc531793175)

[Personnel Capabilities 90](#_Toc531793176)

[Technical Capabilities 93](#_Toc531793177)

[Manufacturer’s Authorization 94](#_Toc531793178)

[Subcontractor’s Agreement 95](#_Toc531793179)

[Intellectual Property Forms 97](#_Toc531793180)

[Conformance of Information System Materials 100](#_Toc531793181)

[Format of the Technical Bid 101](#_Toc531793182)

[Form of Bid Security (Bank Guarantee) 104](#_Toc531793183)

[Form of Bid Security (Bid Bond) 106](#_Toc531793184)

[Form of Bid-Securing Declaration 107](#_Toc531793185)

[Letter of Bid - Financial Part 108](#_Toc531793186)

[Price Schedule Forms 110](#_Toc531793187)

Letter of Bid - Technical Part

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.**Note: All italicized text is to help Bidders in preparing this form.*  |

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

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

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

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

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
2. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4, and in case of detecting that any of the named parties are in any conflict of interest, we will notify this circumstance in writing to the Purchaser, either during the selection process, the negotiations or the execution of the Contract;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with ITB 4.6;
4. **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: [*insert a brief description of the IS Design, Supply and Installation Services*];
5. **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS ITB 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS ITB 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with ITB 47;
7. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.2, other than alternative Bids submitted in accordance with ITB 13;
8. **Suspension and Debarment** We (including directors, officers, principal shareholders, proposed personnel and agents), as well as subcontractors, suppliers, consultants, manufacturers or service providers involved in any part of the contract, are not subject to a temporary suspension or disqualification imposed by the IDB or of a disqualification imposed by the IDB in accordance with the agreement for joint compliance with the disqualification decisions signed by the IDB and other development banks.

Further, we are not ineligible in accordance with the laws or official regulations of the Purchaser or in accordance with a decision of the United Nations Security Council.

1. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.4*];
2. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
3. **Not Bound to Accept:** We understand that the Purchaser is not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
4. **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practices.

**Name of the Bidder**: \*[*insert complete name of person signing the Bid*]

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

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

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

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

**Form ELI 2.1.1**

Bidder Information Form

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

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

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

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

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

|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JVCA, legal name of each member: *[insert legal name of each member in JVCA]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Telephone numbers: *[insert Authorized Representative’s telephone numbers]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, 🞎 In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITB 11.3.🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.4 documents and the Letter of Bid establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not under the supervision of the Purchaser

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

**Form ELI 5.1.2**

Bidder’s JVCA Members Information Form

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

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

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

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

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

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JVCA Member’s name: *[insert JVCA’s Member legal name]* |
| 3. Bidder’s JVCA Member’s country of registration: *[insert JVCA’s Member country of registration]* |
| 4. Bidder’s JVCA Member’s year of registration: *[insert JVCA’s Member year of registration]* |
| 5. Bidder’s JVCA Member’s legal address in country of registration: *[insert JVCACA’s Member legal address in country of registration]* |
| 6. Bidder’s JVCA Member’s authorized representative informationName: *[insert name of JVCA’s Member authorized representative]*Address: *[insert address of JVCA’s Member authorized representative]*Telephone numbers: *[insert telephone numbers of JVCA’s Member authorized representative]*Email Address: *[insert email address of JVCA’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.4 and the Letter of Bid.8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.  |

**Form CON – 2**

Historical Contract Non-Performance and Pending Litigation

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

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

JVCA member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RFB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
| Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria |
| Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 5.2.1 of Section III, Evaluation Criteria  |
|  |  |  |  |
|  |  |  |  |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria |
| No pending litigation in accordance with Sub-Factor 5.2.3 of Section III, Evaluation CriteriaPending litigation in accordance with Sub-Factor 5.2.3 of Section III, Evaluation Criteria, as indicated below |
| Year | Outcome as Percent of Total Assets | Contract Identification  | Total Contract Amount (current value, US$ equivalent) |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Identification:Name of Purchaser:Address of Purchaser:Matter in dispute: | \_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Identification:Name of Purchaser:Address of Purchaser:Matter in dispute: | \_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP 5.4.1**

Experience - General Experience

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

JVCA Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

| **Starting Month / Year** | **Ending Month / Year** |  **Years\***  | **Contract Identification**  | **Role of Bidder** |
| --- | --- | --- | --- | --- |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Information System performed by the Bidder:Name of Purchaser:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Information System performed by the Bidder:Name of Purchaser:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Information System performed by the Bidder:Name of Purchaser:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Information System performed by the Bidder:Name of Purchaser:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Information System performed by the Bidder:Name of Purchaser:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the Information System performed by the Bidder:Name of Purchaser:Address: | \_\_\_\_\_\_\_\_\_ |

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP – 5.4.2**

Specific Experience

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

JVCA Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

| **Similar Contract Number: \_\_\_ of \_\_\_ required.** | **Information** |
| --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Award date Completion date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Role in Contract |  Prime Supplier  |  Management Contractor |  Subcontractor |
| Total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | US$\_\_\_\_\_\_\_\_\_\_ |
| If member in a JVCA or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | US$\_\_\_\_\_\_\_ |
| Purchaser’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Telephone number:E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP – 5.4.2 (cont.)**

**Specific Experience (cont.)**

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

JVCA Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract No. \_\_[insert specific number] of [total number of contracts] \_\_\_ required** | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 5.4.2 of Section III: |  |
| Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Key Activities | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form CCC**

Summary Sheet: Current Contract Commitments / Services in Progress

|  |
| --- |
| Name of Bidder or partner of a Joint Venture |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of contract | Purchaser, contact address/tel. | Value of outstanding Information System (current US$ equivalent) | Estimated completion date | Average monthly invoicing over last six months(US$/month) |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| etc. |  |  |  |  |

**Form FIN – 5.3.1**

Financial Situation

Historical Financial Performance

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

JVCA Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

1. Must reflect the financial situation of the Bidder or member to a JVCA, and not sister or parent companies
2. Historic financial statements must be audited by a certified accountant
3. Historic financial statements must be complete, including all notes to the financial statements
4. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 5.3.2**

Average Annual Turnover

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

JVCA Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFB No.: \_\_\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
| **Annual turnover data (applicable activities only)** |
| Year | Amount and Currency | US$ equivalent |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \*Average Annual Turnover |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 5.3.2.

**Form FIN 5.3.3**

Financial Resources

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

|  |  |
| --- | --- |
| **Source of financing** | **Amount (US$ equivalent)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

Personnel Capabilities

Key Personnel

|  |
| --- |
| Name of Bidder or partner of a Joint Venture |

Bidders should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Key Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position:** *…* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
|  | **Country of Citizenship or residence** | *[insert name of country]* |
|  | **Education** | *[insert professional and technical education, name of institutions, dates and titles]* |
| **2.** | **Title of position: …** |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
|  | **Country of Citizenship or residence** | *[insert name of country]* |
|  | **Education** | *[insert professional and technical education, name of institutions, dates and titles]* |
| **3.** | **Title of position:** *…* |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
|  | **Country of Citizenship or residence** | *[insert name of country]* |
|  | **Education** | *[insert professional and technical education, name of institutions, dates and titles]* |
| **4.** | **Title of position:** *...* |
|  | **Name of candidate** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
|  | **Country of Citizenship or residence** | *[insert name of country]* |
|  | **Education** | *[insert professional and technical education, name of institutions, dates and titles]* |
| **6...** | **Title of position:** *..* |
|  | **Name of candidate** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
|  | **Country of Citizenship or residence** | *[insert name of country]* |
|  | **Education** | *[insert professional and technical education, name of institutions, dates and titles]* |

Candidate Summary

|  |
| --- |
| Name of Bidder or partner of a Joint Venture |

|  |  |
| --- | --- |
| Position | Candidate Prime Alternate |
| Candidate information | Name of candidate | Date of birth |
|  | Professional qualifications |
|  |  |
| Present employment | Name of Employer |
|  | Address of Employer |
|  |  |
|  | Telephone | Contact (manager / personnel officer) |
|  |  | email |
|  | Job title of candidate | Years with present Employer |

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| From | To | Company/Project/ Position/Relevant technical and management experience |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Technical Capabilities

|  |
| --- |
| Name of Bidder or partner of a Joint Venture |

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Bidder proposes to utilize in the execution of the Contract or Contracts.

Manufacturer’s Authorization

**Note**: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Request for Bids (RFB) Title and No.: *[Purchaser insert:* ***RFB Title and Number****]*

To: [*Purchaser insert:* ***Purchaser’s Officer to receive the Manufacture’s Authorization****]*

WHEREAS *[ insert:* ***Name of Manufacturer*** *]* who are official producers of *[ insert:* ***items of supply by Manufacturer*** *]* and having production facilities at *[ insert:* ***address of Manufacturer*** *]* do hereby authorize *[ insert:* ***name of Bidder or Joint Venture*** *]* located at *[ insert:* ***address of Bidder or Joint Venture*** *]* (hereinafter, the “Bidder”) to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name *[insert:* ***Name of Officer****]* in the capacity of *[insert:* ***Title of Officer]***

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of: *[ insert:* ***Name of Manufacturer*** *]*

Dated this *[ insert:* ***ordinal****]* day of *[ insert:* ***month****]*, *[ insert:* ***year****]*.

*[add Corporate Seal (where appropriate)]*

Subcontractor’s Agreement

**Note**: This agreement should be written on the letterhead of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Request for Bids (RFB) Title and No.: *[Purchaser insert:* ***RFB Title and Number****]*

To: *[Purchaser insert:* ***Purchaser’s Officer to receive the Subcontractor’s Agreement]***

WHEREAS *[ insert:* ***Name of Subcontractor*** *],* having head offices at *[ insert:* ***address of Subcontractor*** *],* have been informed by *[ insert:* ***name of Bidder or Joint Venture*** *]* located at *[ insert:* ***address of Bidder or Joint Venture*** *]* (hereinafter, the “Bidder”) that it will submit a bid in which *[ insert:* ***Name of Subcontractor*** *]* will provide *[ insert:* ***items of supply or services provided by the Subcontractor*** *].*  We hereby commit to provide the above-named items, in the instance that the Bidder is awarded the Contract.

Name *[insert:* ***Name of Officer****]* in the capacity of *[insert:* ***Title of Officer]***

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of: *[insert:* ***Name of Subcontractor****]*

Dated this *[ insert:* ***ordinal****]* day of *[ insert:* ***month****]*, *[ insert:* ***year****]*.

*[add Corporate Seal (where appropriate)]*

List of Proposed Subcontractors

|  |  |  |  |
| --- | --- | --- | --- |
|  | Item | Proposed Subcontractor | Place of Registration & Qualifications |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Intellectual Property Forms

## Notes to Bidders on working with the Intellectual Property Forms

 In accordance with ITB 11.1(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

Software List

|  | (select one per item) | (select one per item) |
| --- | --- | --- |
| Software Item | System Software | General-Purpose Software | Application Software | Standard Software | Custom Software |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |

List of Custom Materials

|  |
| --- |
|  Custom Materials |
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|  |
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|  |
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|  |
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|  |
|  |

 Conformance of Information System Materials

Format of the Technical Bid

 In accordance with ITB 16.2, the documentary evidence of conformity of the Information System to the bidding documents includes (but is not restricted to):

(a). The Bidder’s Preliminary Project Plan, including, but not restricted, to the topics specified in the BDS ITB 16.2. The Preliminary Project Plan should also state the Bidder’s assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder’s proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

(b). A written confirmation by the Bidder that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

(c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

 In demonstrating the responsiveness of its bid, the Bidder must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Bidder’s Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Bidder’s Technical Bid.

**Note**: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Bidder’s response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of “yes” or “will do” is unlikely to convey the credibility of the response. The Bidder should indicate *that* – and to the greatest extent practical – *how* the Bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

**Note**: The Manufacture’s Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Bidder Qualifications), in accordance with and ITB 15.

**Note**: As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

(d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser’s requirements.

(e). Any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid.

**Note**: To facilitate bid evaluation and contract award, Bidders encouraged to provide electronic copies of their Technical Bid – preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the Bid Evaluation Report.

 Technical Responsiveness Checklist (Format)

|  |  |
| --- | --- |
| Tech. Require. No. \_  | Technical Requirement:*[ insert:* ***abbreviated description of Requirement****]* |
| Bidder’s technical reasons supporting compliance:  |
| Bidder’s cross references to supporting information in Technical Bid: |

Form of Bid Security (Bank Guarantee)

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

 *[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

**Date:** \_\_\_\_\_*[Insert date of issue]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereof provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiration of the Bidder’s Bid Validity Period.

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

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

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

*[signature(s)]*

Form of Bid Security (Bid Bond)

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

BY THIS BOND *\_\_\_\_\_\_\_\_\_\_\_\_\_* as Principal (hereinafter called “the Principal”), and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* **authorized to transact business in** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* as Obligee (hereinafter called “the Purchaser”) in the sum of *\_\_\_\_\_\_\_\_\_\_\_\_*[[9]](#footnote-10) (*\_\_\_\_\_\_\_\_\_\_*), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply of *\_\_\_[name of Contract]* *\_\_\_\_\_\_\_\_\_\_* (hereinafter called the “Bid”).

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

1. Has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (the Bid Validity Period), or any extension provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Applicant has failed to; (i) execute the Contract Agreement, or (ii) furnish the Performance Security in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or extended thereto provided by the Principal.

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

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Corporate Seal (where appropriate)

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

*(Printed name and title) (Printed name and title)*

Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

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

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

Name of the Bidder**\***

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

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

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

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

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

 *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]5*

Letter of Bid - Financial Part

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.**In respect to the statement on commissions, bonuses or fees, services it may be for example, payments to, or through, individuals or entities that are authorized to act on behalf of the Bidder to advance the interests of the Bidder in relation to this process of bidding or execution of the Contract.**Note: All italicized text is to help Bidders in preparing this form.*  |

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

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

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

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

1. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

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

Or

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

1. **Discounts:** The discounts offered and the methodology for their application are:

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

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

1. **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS ITB 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS ITB 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Purpose of the commission or gratuity | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*(If none has been paid or is to be paid, indicate “none.”)*

1. **Best Final Offer or Negotiations**: We understand that the Purchaser will use the Best Final Offer method in the evaluation of Bids if specified in BDS in reference to ITB 42.1, or Negotiations for final adjudication if specified by BDS in reference to ITB 45.1 and that there will be an Independent Probity Assurance Authority hired by the Purchaser to observe and report on this process.
2. **Beneficial Ownership Form**: *(Applies in the event that the Bidder shall provide the Form)*. We understand that in the event that our Bid is accepted we will be providing the required information on the Beneficial Ownership Disclosure Form or, where appropriate, we will indicate the reasons why it is not possible to provide the required information. We express herewith our authorization for the Borrower to publish as part of the Contract Award Notification the Beneficial Ownership Disclosure Form.

**Name of the Bidder**: \*[*insert complete name of person signing the Bid*]

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

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

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

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

 Price Schedule Forms

## Notes to Bidders on working with the Price Schedules

**General**

1. The Price Schedules are divided into separate Schedules as follows:

3.1 Grand Summary Cost Table

3.2 Supply and Installation Cost Summary Table

3.3 Recurrent Cost Summary Table

3.4 Supply and Installation Cost Sub-Table(s)

3.5 Recurrent Cost Sub-Tables(s)

3.6 Country of Origin Code Table

 *[insert:* ***any other Schedules as appropriate*** *]*

2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

**Pricing**

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.

5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB 18.1 and ITB 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.

6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder’s overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB 37.

7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB 18.2, no more than three foreign currencies may be used.

3.1  Grand Summary Cost Table

|  |  | ***[****insert****: Local Currency ]Price*** | ***[****insert****: Foreign Currency A ] Price*** | ***[****insert****: Foreign Currency B ] Price*** | ***[****insert****: Foreign Currency C ] Price*** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| 1. | Supply and Installation Costs (from Supply and Installation Cost Summary Table) |  |  |  |  |
|  |  |  |  |  |  |
| 2. | Recurrent Costs (from Recurrent Cost Summary Table) |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| 4. | Grand Totals (to Bid Submission Form) |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Bidder: |  |  |
|  |  |  |
| Authorized Signature of Bidder: |  |  |

3.2  Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITB 14 and 18.

|  |  |  | **Supply & Installation Prices** |
| --- | --- | --- | --- |
|  |  |  | **Locally supplied items** | **Items supplied from outside the Purchaser’s Country** |
| **Line Item No.** | **Subsystem / Item** | **Supply and InstallationCost Sub-Table No.** | ***[****insert****: Local Currency ]***Price | ***[****insert****: Local Currency ]***Price | ***[****insert****: Foreign Currency A]*** Price | ***[****insert****: Foreign Currency B]*** Price | ***[****insert****: Foreign Currency C]*** Price |
|  |  |  |  |  |  |  |  |
| 0 | Project Plan | - - | - - | - - | - - | - - | - - |
| 1 | Subsystem 1 | 1 |  |  |  |  |  |
| SUBTOTALS |  |  |  |  |
| TOTAL (To Grand Summary Table) |  |  |  |  |

**Note:** - - indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Bidder: |  |  |
|  |  |  |
| Authorized Signature of Bidder: |  |  |
|  |  |  |

3.3  Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITB 14.2, ITB 17 and ITB 18.

| **Line Item No.** | **Subsystem / Item** | **RecurrentCost Sub-Table No.** | ***[****insert****: LocalCurrency ]Price*** | ***[****insert****: Foreign Currency A ]Price*** | ***[****insert****: Foreign Currency B ]Price*** | ***[****insert****: Foreign Currency C ]Price*** |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| y | Recurrent Cost Items |  |  |  |  |  |
| y.1 | \_\_\_\_ | y.1 |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Subtotals (to Grand Summary Table) |  |  |  |  |

**Note:** Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Bidder: |  |  |
|  |  |  |
| Authorized Signature of Bidder: |  |  |

3.4  Supply and Installation Cost Sub-Table *[insert: identifying number]*

Line item number: *[specify:* ***relevant line item number from the Supply and Installation Cost Summary Table*** *(e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted in accordance with ITB 17 and ITB 18.

|  |  |  |  | **Unit Prices / Rates** | **Total Prices**  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Supplied Locally**  | **Supplied from outside the Purchaser’s Country** | **Supplied Locally** | **Supplied from outside the Purchaser’s Country** |
| **Compo­nent No.** | **Component Description** | **Country of Origin Code** | **Quan­tity** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***foreign currency A ]*** | ***[*** *insert* ***foreign currency B ]*** | ***[*** *insert:* ***foreign currency C ]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***foreign currency A ]*** | ***[*** *insert:* ***foreign currencyB ]*** | ***[*** *insert:* ***foreign currencyC ]*** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| X.1 | \_\_\_\_ | - - | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Subtotals (to *[ insert:* ***line item***] of Supply and Installation Cost Summary Table) |  |  |  |  |  |

**Note:** - - indicates not applicable.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Bidder: |  |  |
|  |  |  |
| Authorized Signature of Bidder: |  |  |

3.5 Recurrent Cost Sub-Table [*insert: identifying number] -- Warranty Period*

Lot number: [if a multi-lot procurement, insert: lot number, otherwise state “single lot procurement”]

Line item number**:** *[specify:* ***relevant line item number from the Recurrent Cost Summary Table******–*** *(e.g., y.1)]*

Currency: *[specify:* ***the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed****]*

[As necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration. ]

Costs MUST reflect prices and rates quoted in accordance with ITB 14.2, ITB 17 and ITB 18.

|  |  | Maximum all-inclusive costs (for costs in *[ insert:* ***currency****]*) |
| --- | --- | --- |
| Component No. | Component | Y1 | Y2 | Y3 | Y4 | ... | Yn | Sub-total for *[ insert:* ***currency****]* |
| 1. | Hardware Maintenance  | Incl. in Warranty | Incl. in Warranty | Incl. in Warranty |  |  |  |  |
| 2. | Software Licenses & Updates  | Incl. in Warranty |  |  |  |  |  |  |
| 2.1 | System and General-Purpose Software | Incl. in Warranty |  |  |  |  |  |  |
| 2.2 | Application, Standard and Custom Software | Incl. in Warranty |  |  |  |  |  |  |
| 3. | Technical Services |  |  |  |  |  |  |  |
| 3.1 | Sr. Systems Analyst |  |  |  |  |  |  |  |
| 3.2 | Sr. Programmer |  |  |  |  |  |  |  |
| 3.3 | Sr. Network Specialist, ….. etc. |  |  |  |  |  |  |  |
| 4. | Telecommunications costs [to be detailed] |  |  |  |  |  |  |  |
| 5. | [Identify other recurrent costs as may apply] |  |  |  |  |  |  |  |
|  | Annual Subtotals: |  |  |  |  |  |  | - - |
| Cumulative Subtotal (to *[ insert:* ***currency***] entry for *[ insert:* ***line item*** *]* in the Recurrent Cost Summary Table) |  |

|  |  |  |
| --- | --- | --- |
| Name of Bidder: |  |  |
|  |  |  |
| Authorized Signature of Bidder: |  |  |
|  |  |  |

3.6 Country of Origin Code Table

| Country of Origin | Country Code |  | Country of Origin | Country Code |  | Country of Origin | Country Code |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
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Section V - Eligible Countries

**Eligibility for the Provision of Information System**

***Note:*** *In these documents, references to Bank include both, the IDB, Bid Lab, as well as any fund administered by the Bank*

*Next, 2 options of number 1) are shown, for the User to choose the one that is appropriate, according to the source of financing. This source may be the Inter-American Development Bank (IDB), the Bid Lab or, occasionally, contracts can be financed by special funds that could include different criteria for eligibility to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:*

***1) List of Member Countries and Territories when the Inter-American Development Bank is financing:***

*Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People’s Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.*

***Eligible Territories***

* + - 1. *Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France*
			2. *U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA*
			3. *Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands*
			4. *Hong Kong – as a Special Administrative Region of the People’s Republic of China*

----------------------------------------------

1) List of Countries when a Fund administered by the Bank is financing

**(Include the list of countries)]**

----------------------------------------

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

**A) Nationality**.

a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

1. is a citizen of a member country; or
2. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

1. is legally constituted or incorporated under the laws of a member country of the Bank; and
2. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

**B) Origin of Goods.**

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

**C) Origin of Services.**

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services

PART 2 – Purchaser’s Requirements

Section VI - Requirements of the Information System

**(including Technical Requirements, Implementation Schedule, System Inventory Tables, Background and Informational Materials)**

## *Notes on preparing the Requirements of the Information System*

 *The Requirements of the Information System comprise four significant and closely related subsections:*

* *Technical Requirements*
* *Implementation Schedule*
* *System Inventory Tables*
* *Background and Informational Materials*

 *Each subsection is presented and discussed separately*

**Technical Requirements**

## *Notes on preparing the Technical Requirements*

*The Technical Requirements – in combination with the Implementation Schedule and the supporting System Inventory Tables – state the Supplier’s obligations to design, supply and install the Information System including functionality tests, acceptance process and resolution of observations, and as such, should be “voiced” to the Supplier (i.e., “The System MUST …” “The Supplier MUST …”). They form the contractual basis for the Purchaser-Supplier interactions on technical matters (in combination with refinements introduced through the Supplier’s bid, the Project Plan, and any Change Orders).*

*The Technical Requirements also must include all the technical details that Bidders will need to prepare realistic, responsive, and competitive bids (i.e., covering all their obligations under the Contract if so awarded). However, matters addressed to the Bidder’s (i.e., before contract award) generally belong in the Format of the Technical Bid Section IV of Part 1.*

*Often Technical Requirements are based on either consultant’s project proposals (voiced to the Purchaser’s management) or bids from previous procurements (voiced to the Purchaser). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Supplier). Otherwise, substantial ambiguity will be introduced into the Technical Requirements from, among other things, “aspirational” text suggesting the benefits (to the Purchaser) which are often not obligations that the Supplier can deliver on or be held to deliver upon. Bid based language will often include “sales pitches”, such as “expandability up to sixteen processors”, whereas the Technical Requirements need to be stated as threshold values to be cleared by the Supplier (e.g., “expandability to at least sixteen processors”).*

*Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/fail basis and/or rated criteria (point system), as appropriate.*

*To the greatest extent possible, the Technical Requirements should be expressed in terms of the Purchaser’s business needs, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs taking into account any restrictions that may exist depending on Purchaser's existing technologies, interconnection and interoperability, compatibility and other elements, according to the information provided below. This is particularly relevant where the Information System will embody complex business logic in the form of application software.*

*Even in the case of a relatively straight-forward Information System, where the business needs can be clearly linked to technological and methodological requirements known in advance of any bidding, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.*

*Accordingly, references to brand names, catalog numbers, proprietary or specific software or other technical details that may limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words “or substantially equivalent” should be added to permit Bidders to bid equivalent or superior technologies. (The Purchaser will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may Bidders be required to offer brand-name items and the equivalency clause be omitted. The IDB's consideration for exception requires that:*

*(a) a brand-name component appears to have no equivalent or superior alternative, because: of its unique ability to reliably interoperate with a relatively large base of existing technologies; to conform with the Purchaser’s adopted technological standards; and to offer overwhelming savings in terms of avoided costs for retraining, data conversion, macro / business template redevelopment, etc.;*

*(b) the IDB has agreed in advance, during project preparation, that such brand-name restrictions are warranted; and*

*(c) such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Bid Data Sheet for ITB17.3.*

*Similarly, where national standards or codes of practice are specified, the Purchaser should include a statement that other national or international standards “that are substantially equivalent” will also be acceptable.*

*To help ensure comparable bids and ease Contract execution, the Purchaser’s requirements must be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be clearly specified. For example, the expandability of a server should be stated as “no less than four processors.” Technical specifications that state only “four processors” create unnecessary uncertainty for Bidders regarding whether or not, for example, a server that could be expanded up to six processor boards would be technically responsive.*

*Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level of standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the Purchaser’s functional and performance objectives. In general, the Purchaser should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.*

*It is important that the Technical Requirements clearly identify which are mandatory features (for which a bid’s nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a bid at the Bidder’s option. To enhance the clarity of the specifications, Purchasers are advised to use the word “MUST” (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.*

*The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the Purchaser’s needs for the specific Information System to be procured.*

**Technical Requirements**

## Table of Contents: Technical Requirements

[A. Acronyms Used in The Technical Requirements 124](#_Toc454958714)

[0.1 Acronym Table 124](#_Toc454958715)

[B. Functional, Architectural and Performance Requirements 126](#_Toc454958716)

[1.1 Legal and Regulatory Requirements to be met by the Information System 126](#_Toc454958717)

[1.2 Business Function Requirements to be met by the Information System 126](#_Toc454958718)

[1.3 Architectural Requirements to be met by the Information System 126](#_Toc454958719)

[1.4 Systems Administration and Management Functions Required to be met by the Information System 127](#_Toc454958720)

[1.5 Performance Requirements of the Information System 127](#_Toc454958721)

[C. Service Specifications – Supply & Install Items 127](#_Toc454958722)

[2.1 System Analysis, Design and Customization/Development 127](#_Toc454958723)

[2.2 Software Customization / Development 128](#_Toc454958724)

[2.3 System Integration (to other existing systems) 128](#_Toc454958725)

[2.4 Training and Training Materials 128](#_Toc454958726)

[2.5 Data Conversion and Migration 129](#_Toc454958727)

[2.6 Documentation Requirements 129](#_Toc454958728)

[2.7 Requirements of the Supplier’s Technical Team 129](#_Toc454958729)

[D. Technology Specifications – Supply & Install Items 130](#_Toc454958730)

[3.0 General Technical Requirements 130](#_Toc454958731)

[3.1 Computing Hardware Specifications 131](#_Toc454958732)

[3.2 Network and Communications Specifications 132](#_Toc454958733)

[3.3 Ancillary Hardware Specifications 132](#_Toc454958734)

[3.4 Standard Software Specifications 133](#_Toc454958735)

[3.5 Consumables 134](#_Toc454958736)

[3.6 Other Non-IT Goods 134](#_Toc454958737)

[E. Testing and Quality Assurance Requirements 134](#_Toc454958738)

[4.1 Inspections 134](#_Toc454958739)

[4.2 Pre-commissioning Tests 134](#_Toc454958740)

[4.3 Operational Acceptance Tests 135](#_Toc454958741)

[F. Service Specifications – Recurrent Cost Items 135](#_Toc454958742)

[5.1 Warranty Defect Repair 135](#_Toc454958743)

[5.2 Technical Support 135](#_Toc454958744)

[5.3 Requirements of the Supplier’s Technical Team 136](#_Toc454958745)

A. Acronyms Used in The Technical Requirements

0.1 Acronym Table

**Note**: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

|  | Term | Explanation |
| --- | --- | --- |
|  |  |  |
|  | AES | Advanced Encryption Standard is an advance encryption scheme used for security purposes on information technology systems and network devices |
|  | Agile | Agile is a project management methodology, which consist on a set of iterative techniques and teamwork practices |
|  | Algorithm | a sequence of steps, pseudo code that describes an execution code or a set of instructions for a machine or system |
|  | Bandwidth | the amount of information that can be transmitted between two or more devices. Generally specified on bits per second and other related terms |
|  | Backbone | the term is used on telecommunications and networking that references the main path or set of paths of an infrastructure, installation or cabling in a data network |
|  | Back-end | the term is commonly used on a client-server model, where back-end refers to the all the process and data communication performed on the server side |
|  | bps | Bits per second - this term references the number of bits (minimal unit of digital information) transmitted per second from one device to other(s) through a conductive medium |
|  | Buffer | this term generally references to a temporary memory available on communication devices that allows the transmission and reception on a data communication process |
|  | Client-server | Client-server architecture is a communication model between devices to provide services or data transfer |
|  | cps | characters per second |
|  | DBMS | Database Management System - DBMS is a platform or system that allows to create, edit and manage data bases |
|  | DOS | Disk Operating System |
|  | Duplex | the term duplex refers to the communication between two devices. Commonly, Full Duplex indicates simultaneous and bidirectional data transfer, whereas Half duplex indicates bidirectional data transfer but one device at the time |
|  | dpi | dots per inch |
|  | Ethernet | IEEE 802.3 Standard LAN protocol; a technology for data communications on LAN networks. Ethernet is standardized by the IEEE and specifies a set of rules, protocols and technologies for communications between devices |
|  | Firewall | this term references a system, hardware or software designed to scan and filter packets on a data network. It is commonly used as a security and information filter for LAN networks |
|  | Framework | in the software development field, a Framework is a platform or structure that provides an environment to manage software. The platform also provides a set of rules and methodologies depending on the application |
|  | Gateway | this term is commonly used on networking and references a border device that allows connectivity between different networks or different architectures inside a network |
|  | GB | gigabyte denotates an amount of 1000000000 bytes, which is an amount of digital information. |
|  | GUI | (Graphical user interface) GUI allows the user to interact with a system or software using a visual environment rather than a command interface |
|  | Hz | Hertz (cycles per second) is a basic unit of the International Metric system used to describe cycles, repetitions per second. |
|  | Hosting | term used to describe a service of web page hosting or data hosting on the internet or on a virtual environment. Generally, this service is used to provide access to other users or the general public to the certain sites, web pages |
|  | IEEE | Institute of Electrical and Electronics Engineers is an international organization responsible for the regulation and standardization of engineering and technology practices |
|  | IDE | Integrated Development Environment is a platform, application that provides a virtual environment with tools and techniques to design and create software applications |
|  | ISO | International Organization of Standardization is an international organization responsible for the regulation and standardization of industrial, commercial and technology practices |
|  | ISP | Internet Service Provided is commonly used to identify the company or organization that provides internet and telecommunication services |
|  | KB | Kilo Byte - the prefix Kilo denotates an amount of 1000 bytes, which is an amount of digital information. |
|  | kVA | Kilo Volt Ampere is an electrical power measurement unit used to quantify the apparent power on a system |
|  | LAN | Local Area Network - the term refers to a computer network or devices connected in a limited geographical area. |
|  | lpi | lines per inch |
|  | lpm | Lines per minute - this term references the speed of a printer to print text in lines per minute |
|  | MB | denotates an amount of 1000000 bytes, which is an amount of digital information |
|  | MTBF | Mean Time Between Failures - this term is usually used on the fabrication of products and devices which indicates a mean range of time where the device or product can fail. It is measured in hours |
|  | NIC | Network Interface Card (NIC) is an element of a computer or device that provides an interface for network communications |
|  | NOS | Network operating System (NOS) is a software that runs on a device or computer that allows it to operate and provide services specifically for networking purposes |
|  | Node | In telecommunications and networking, a node is an interconnection or redistribution point. It can also be referred as a terminal end point. |
|  | ODBC | Open Database Connectivity is a standard application to communicate with a data base system. It is commonly used in software development and allows a system or platform to interact with a data base using this application |
|  | OLE | Object Linking and Embedding term commonly used on software development that describes a feature that allows to bind types of files to a different application or platform |
|  | OS | Operating System (OS) is a software that runs on a device or computer that allows it to operate and provide services |
|  | PCL | Printer Command language is a computer language created by HP for the communication with the device, to transmit and receive information for the printing pages |
|  | ppm | Pages per minute - this term references the speed of a printer to print text in pages per minute |
|  | PS | PostScript is a programing language developed by Adora for editing and creation of Adobe pages |
|  | RAID | Redundant Array of Independent Disks is a technology that combines hard drives on a matrix to provide a unique physical space for information and also data redundancy |
|  | RJ-45 | Registered Jack #45 is a plastic connector for ethernet ports commonly used on LAN networks with UTP cables |
|  | RAM | Random access memory |
|  | RISC | Reduced instruction-set computer |
|  | SCSI | Small Computer System Interface is a set of protocols, rules to transfer data between peripherical devices |
|  | SCRUM | is a methodology, a group of practices for teamwork and collaboration. Commonly used on the software development field |
|  | SNMP | Simple Network Management Protocol is a protocol used to manage and collect information from devices or computers connected to an IP network. |
|  | SOHO | Small Office, Home Office is a term that references an environment, business or building relatively small for implementations in technology |
|  | SQL | Structured Query Language is a language used for the management and operation of data bases |
|  | TCP/IP | Transmission Control Protocol/Internet protocol is a set of protocols and standards that specify the communications rules on the transport layer of the OSI model in networking architectures |
|  | Topology | in telecommunications and networking, the term topology makes reference to the distribution, physical location of network elements and the connections between them |
|  | UX | User experience is often used on the software development field that refers to user experience, how the user perceives and interacts with a system or software. |
|  | V | Volt |
|  | WLAN | (Wireless Local Area Network) the term refers to a computer network or devices connected in a limited geographical area using a wireless connection |

B. Functional, Architectural and Performance Requirements

1.1 Legal and Regulatory Requirements to be met by the Information System

1.1.1 The Information System MUST comply with the following laws and regulations:

1.1.1.1 [as appropriate, summarize: **each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System**;]

**1.1.1.2** Comply with the minimum acceptable requirements of international standards in the design, implementation and operation of computer systems and telecommunications applied in three regulatory criteria: provider, users and public. The specifications, methods and techniques used in the planning and execution of the project must be firmly regulated and referenced to standards and protocols of international standardization organizations such as: Institute of Electrical and Electronic Engineers (IEEE), Telecommunications Industry Association (TIA / EIA), American National Standards Institute (ANSI), International Organization of Standardization of International Electro Technical Commission (ISO / IEC), International Telecommunication Union (ITU), Internet Engineering Task Force (IETF), European Telecommunications Standards Institute (ETSI), among others.

1.1.1.3 …

**Note**: If appropriate, prepare a subsection with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

1.2 Business Function Requirements to be met by the Information System

1.2.1 The Information System MUST support the following business functions

1.2.1.1 [describe, at the appropriate level of detail for the Information System being supplied and installed: **each specific business processes and** procedures that will be automated by the Information System.]

1.2.1.2 Autonomous System: The supplier must offer an integral, self-sufficient solution, that is, including all the elements, services, adaptations and necessary conditions for the system to function in an optimal and autonomous way. Within the processes of implementation and logistics, the operations that the supplier must include are detailed but not limited to the following list: Provision of equipment and materials (includes import processes, procedures and respective charges), storage and transportation of equipment to the bidder's offices, installation, execution of civil works, adaptation, configuration, integration, commissioning, functionality tests, acceptance tests and survey of pending (if applicable).

Note: These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)

 As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

1.3 Architectural Requirements to be met by the Information System

1.3.1 The Information System MUST be supplied and configured to implement the following architecture.

1.3.1.2 Software Architecture: *[specify:* ***features (use diagrams as appropriate)****]*.

1.3.1.2 Hardware Architecture: *[specify:* ***features (use diagrams as appropriate)****]*.

1.4 Systems Administration and Management Functions Required to be met by the Information System

1.4.1 The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

1.4.1.2 Installation, Configuration and Change Management: *[specify:* ***features****]*.

1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting: *[specify:* ***features****]*.

1.4.1.4 User Administration and Access Control; User and Usage Monitoring and Audit Trails: *[specify:* ***features****]*

1.4.1.5 System and Information Security and Security Policies: *[specify:* ***features****]*

1.4.1.6 Back-up and Disaster-Recovery: *[specify:* ***features****]*

1.4.1.7 Management tools: The management tools should include elements of monitoring, performance measurement, generator of KPI operation statistics (key performance indicators), indicators of events and operational alarms.

1.4.1.8 …

1.5 Performance Requirements of the Information System

1.5.1 The Information System MUST reach the following performance levels.

1.5.1.1 [ describe, at the appropriate level of detail for the particular Information System being supplied and installed: **each relevant throughput and/or response times for specific business processes and procedures automated by the System**; also describe: in business process terms, **the relevant conditions under which the System must achieve these performance standards** (e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)  ]

1.5.1.2 …

Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can inadvertently restrict competition.

C. Service Specifications – Supply & Install Items

2.1 System Analysis, Design and Customization/Development

 2.1.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

**2.1.1.1 Detailed Analysis: [for example, specify: System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/System Test Plan, etc.]**

 **Based on the type of project and the services required, the Supplier must provide different types of engineering documents that include but are not limited to the following: Technical inspection document or viability study (site survey), Network topology diagrams, Structured cabling distribution plan, flow and process diagram, interconnection diagrams, network architecture diagram, equipment parameterization document, final test report and final document As Built For software development projects, the design documents include an SRS document (Software Requirements Specification), document for the design of tables and keys for databases, flow charts and business logic, execution chains document, transaction reports ( input and output parameters), user manual and SQA report (Software Quality Assurance).**

2.1.1.2 Physical Design: [for example, specify: **Software Design Description; Interface Design Document; Database Design Document**; etc.]

2.1.1.3 Integrated System: [for example, specify: **User’s Manual; Operations Manual; Source Code; CASE Files;** etc**.]**

2.2 Software Customization / Development

 2.1.1 The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

2.1.1.1 [for example, describe: **Software Development Method** (e.g., Cascade, Rapid Application Development; **and/or Open Standards** (e.g., Java, XML, etc.); **and/or CASE tools**, etc.]

2.3 System Integration (to other existing systems)

2.3.1 The Supplier MUST perform the following Integration Services [ for example, describe: **existing information systems** (as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify: **technical and functional level of integration with the Information System**. ]

2.4 Training and Training Materials

2.4.1 The Supplier MUST provide the following Training Services and Materials.

2.4.1.1 User: [for example, specify: **minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System;** as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]

2.4.1.2 Technical: [for example, specify: **minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials and training locations for: the key technology and methodology components of the Information System**; etc.]

2.4.1.3 Management: [ for example, specify: **minimum curricula, modes of training, modes of testing, training materials and training locations for: the familiarization with the functionality, technology and methodology components of the Information System, corporate management of information systems**; etc. ]

2.5 Data Conversion and Migration

2.5.1 The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: [for example, specify: **volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods**; etc.]

2.6 Documentation Requirements

2.6.1 The Supplier MUST prepare and provide the following Documentation.

2.6.1.1 End-User Documents: [ for example, specify: **type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods**; etc. ]

2.6.1.2 Technical Documents: [ for example, specify: **type(s) of technical documents; language; content; formats; quality control and revision management; medium;, reproduction and distribution methods**; etc. ]

2.6.1.3 Parameterization and inventory documents: The Supplier must provide engineering documents with the list of technical parameters configured in the equipment as a list of functionalities enabled or included in the solution, as well as a hardware and / or software inventory document.

 2.6.1.4 Technical Backups: Documents with data, tests, measurements and others required to verify compliance with standards, standards and / or quality of service.

2.7 Requirements of the Supplier’s Technical Team

2.7.1 The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

2.7.1.1 Project Team Leader: [for example, specify: **education/certifications, years of experience in, demonstrated successful experience in,** etc.]

2.7.1.2 *[ specify:* ***Business Area****]* Expert: [ for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in ,**; etc. *]*

2.7.1.3 System Analyst: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.4 Database Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.5 Programming Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.6 System Administration / Security Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.7 Computer Hardware Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.8 Network and Communications Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.9 Training Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.10 Documentation Specialist: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

2.7.1.11Expert in charge of quality area: *[for example, personnel in charge of verifying that the system or product complies with all the planned aspects, operates in optimal conditions, complies with the design standards and is approved under the Purchaser’s contracting terms]*

2.7.1.12 ……

D. Technology Specifications – Supply & Install Items

3.0 General Technical Requirements

3.0.1 Language Support: All information technologies must provide support for the [insert: **either national or business language(s) of the end-user(s)**]. Specifically, all display technologies and software must support the ISO [insert: **character set number**] character set and perform sorting according to [insert: **appropriate standard method**].

3.0.2 Electrical Power: All active (powered) equipment must operate on *[specify:* ***voltage range and frequency range****, e.g., 220v +/- 20v, 50Hz +/- 2Hz].* All active equipment must include power plugs standard in [insert: Purchaser’s Country].

*The Supplier must detail additional requirements such as three-phase power, power load, regulated power protection against transients of second level and with thermo-magnetic, harmonic detection, among others. These requirements must be delimited and specify whether they must be provided by the Supplier in its bid or are outside the scope of the project. Compliance with standards for power wiring e.g. NBR 247, IEC 60228, 60227, 60332 or other equivalent standards. Likewise, for the wiring and commercial electrical network refer to standards IEC60364 of low voltage electrical installations.*

3.0.3 Electrical grounding: *Communications equipment, servers, network equipment and processing require electrical protection against inductive loads, electrostatic discharges, transient currents, power cuts and voltage peaks. It is vital to include electrical grounding requirements in any implementation of computer systems. Refer to ANSI / TIA-EIA-607 grounding system standards. The installation of an electrical grounding system can be considered within or outside the scope of a systems or telecommunications work because it includes civil works and soil treatment. It must be delimited if the Supplier will provide the services and facilities or specify the parameters and technical requirements of the grounding values ​​that their equipment requires for optimum operation (for example, values ​​of ground impedance less than 10 or less than 5 ohms. multiple, meshes and ground javelins). For these installations, the supplier must have certified measuring instruments, in accordance with IEC 61010 standards or equivalent, to support values ​​and operating parameters.*

3.0.3 Environmental: Unless otherwise specified, all equipment must operate in environments of [ specify, **temperature, humidity, and dust conditions**, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust ].

3.0.4 Safety:

3.0.4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than [insert: **maximum number**, e.g., 55] decibels.

3.0.4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting [insert: **emission standard**, e.g., US FCC class B or END 55022 and END 50082-1], or equivalent, emission standards.

3.1 Computing Hardware Specifications

3.1.1 Processing Unit Type 1: [specify: **name of** **processing unit and technical function** (e.g., Central Database Server)]:

3.1.1.1 Processing unit performance: As configured for the bid, the processing unit MUST, at a minimum,

(a) Achieve [specify:  **standard benchmark test or tests and minimum performance levels**, for example, “SPEC CPU2006 rating”]

 (Or, for PCs)

 Achieve a minimum performance equal to a score of [specify: **score**] under the benchmark [specify: **benchmark**, for example “Sylmar 2007 Rating”]

(b) Provide input-output performance, as follows [specify: **minimum input-output performance levels** (e.g., data bus transfer rates; standard peripheral interfaces; minimum number of concurrent terminal sessions, etc.)]

3.1.1.2 Processor expandability: [ for example, specify: **minimum acceptable number of processors**; **minimum acceptable levels of performance**; **minimum acceptable degree of expandability for processors** / **performance**, **relative to bid configuration**; **minimum acceptable number of internal Subsystem expansion slots**; etc., ]

3.1.1.3 Processor memory and other storage: [for example, specify:  **main memory; cache memory; disk storage; tape storage; optical drives**; etc.]

Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the bidding documents are to be issued, the Purchaser may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide a way contractually to control future price increases. This approach reserves for the Purchaser the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.

**3.1.1.4 Processing unit fault tolerance: [for example, specify: error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; “hot-swappable modules”; the supplier must provide a technical document, datasheet or MTBF (Mean Time Between Failure) certification and TFR (total failure rate) of the equipment offered,** etc.]

3.1.1.5 Processing unit management features: [for example, specify: **features and supported standards; local and remote management**; etc.]

3.1.1.6 Processing unit input and output devices: [for example, specify: **network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices**; etc.]

3.1.1.7 Other processing unit features: [for example, specify: **power-saving features; battery life for portable equipment**; etc.]

3.1.2 Processing Unit Type 2: [specify: **name of** **processing unit and technical function** (e.g., General Purpose Workstation)]:

3.1.2.1 …

3.2 Network and Communications Specifications

3.2.1 Local Area Network:

3.2.1.1 Equipment and software: [for example, specify: as appropriate, for each type of equipment and software: **protocols supported; performance levels; expandability, fault tolerance, administration, management and security features**; etc.]

3.2.1.2 Cabling: [ for example, specify: cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawings; Complementary wiring equipment: specify, cabinets, trays, cable entry, ducts, connections, rosettes, fasteners, distributors, ladders, or other elements complementary to the wiring that must be included as part of the offer. Taking as reference standards for structured telecommunications wiring in commercial buildings ANSI / TIA / EIA-606A. Consider the definition of responsibilities or project scope in terms of possible requirements for civil works of conditioning or adaptations for network cabling, etc.]

3.2.2 Wide-Area Network:

3.2.2.1 Equipment and software: [for example, specify: **protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features**; etc.]

3.2.2.2 Telecommunications Services: [ for example, specify: **media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features**; etc. ]

3.2.3 Data Centers: [*for example: Offers destined to equipment rooms must be tightly regulated by standards and standards for Data Centers, such as the TIA942 standard with TIER classification, which specifies categories of availability of equipment operation, but increasing the level of complexity and cost of implementation. These levels should be defined according to the magnitude of the project: TIER I- Level 1 (Basic)*

*• Availability of 99.671%. • Sensitive to interruptions, planned or not.*

 *• One step of current and distribution of air conditioning, without redundant components.*

*• No high floor requirements.*

*• Independent generator. • Implementation deadline: 3 months.*

*• Annual idle time: 28.82 hours.*

*• Must be completely closed for preventive maintenance. TIER II- Level II (Redundant components) • Availability of 99.741%.*

*• Less sensitivity to interruptions.*

 *• One step of current and distribution of air conditioning, with a redundant component.*

 *• Includes raised floor, UPS and generator.*

*• Implementation deadline: 3 months.*

*• Annual idle time: 28.82 hours. • Implementation period: 3 to 6 months (referential)*

*• Annual idle time: 22.0 hours.*

 *• Maintaining the feed and other parts of the infrastructure require a processing shutdown. TIER III- Level III (concurrent maintenance)*

*• Availability 99,982%.*

*• Planned interruptions without interruption of operation, but possibility of problems in those not foreseen.*

*• Multiple access to energy and cooling, through a single active routing. Includes redundant components (N + 1).*

*• Implementation period: 15 to 20 months (referential) • Annual idle time: 1.6 hours. TIER IV- Level IV (Error Tolerant) • 99.995% availability.*

*• Planned interruptions without interruption of critical data operation. Possibility of sustaining a case of sudden unexpected damage.*

*• Multiple current steps and cooling routes. Includes redundant components. It includes redundant components (2 (N + 1)) - 2 UPS each with redundancy (N + 1).*

*• Implementation period: 15 to 20 months (referential) • Annual idle time: 0.4 hours.]*

3.2.4 Other Communications Equipment: [for example, specify: **modems and servers**, etc.]

3.2.5 Video Conferencing/Congress Equipment:

3.2.6. …

3.3 Ancillary Hardware Specifications

3.3.1 Shared Data Storage Devices: [specify:  **disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/diagnostics/failover**, etc.]:

3.3.2 Shared Output and Input Devices:

3.3.2.1 General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard sized paper.

3.3.2.2 Printers: [for example, specify: **high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices**; etc.]

3.3.2.3 Scanners: [for example, specify: **scanner resolution; paper- / film-handling features; speed**; etc.]

3.3.3 Power Conditioning Devices:

3.3.3.1 Uninterruptable Power Supplies: [ for example, specify: **output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics and failover features**, etc. ]

3.3.3.2 Electrical system: [for example: Number of accesses, points of failure, critical loads, UPS redundancy and topology of UPS, grounding, EPO (Emergency Power Off- emergency cut-off systems) batteries, monitoring, generators, transfer systems. Specify the batteries used in uninterruptible power supply systems, battery types, electrical specifications, lifetime, date of manufacture and manufacturing standards for example VLRA gel batteries certified IEC60896, UL94 or equivalent, backed by documentation.]

3.3.3.3 Generator Group: [*for example:* *If applicable, specify generalities of an electric generator group, with characteristics of motor, power factor, combustion refrigeration, alternator control board, electric transfer, certificate of validity]*

3.3.4 Specialized Furnishing/Equipment:

3.3.4.1 Equipment Cabinets/Racks: [for example, specify: **size, capacity, physical access and access control, ventilation and environmental control features**, etc.]

Wiring: Wiring of cabinets and horizontal wiring, redundant accesses, distribution area, backbone, active elements and redundant power supply. One or several entries to the CPD, main distribution area, one or several main distribution areas, horizontal distribution areas, distribution equipment area, horizontal wiring and backbone.

Architecture: Location selection, type of construction, fire protection and NFPA 75 requirements (fire protection systems), vapor barriers, roofs and floors, office areas, UPS rooms and batteries, generator room, access control, CCTV, NOC.

3.3.4.2 Environment Control Equipment: [for example, specify: **air conditioning units; humidity control equipment; etc**.]

Climate control system: temperature, positive pressure, pipes and drains, CRACs and condensers, HVAC (High Ventilating Air Conditioning) control, fire and sprinkler detection, clean agent extinction (NFPA 2001), aspiration detection (ASD), detection of liquids.

3.3.4.3 Physical Access Control Equipment: [for example, specify: **door entry controls; intrusion detection; video surveillance**, etc.]

3.3.4.3 Logical Access Control Equipment: [for example, specify: **secure identity tokens; token readers**, etc.]

3.4 Standard Software Specifications

3.4.1 System Software and System-Management Utilities:

3.4.1.1 Processing unit type 1: [for example, specify: **operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools**; etc.]

3.4.1.2 Processing unit type 2: [for example, specify: **operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools**; etc.]

3.4.1.3 Etc...

3.4.2 Networking and Communications Software: [for example, specify: **protocols, media and equipment to be supported; network services, management and administration features; security and failure management features**; etc.]

3.4.3 General-Purpose Software: [for example, specify: **office automation software; programming tools and libraries**; etc.]

3.4.4 Database Software and Development Tools: [for example, specify: **database and database management feature; development tools and environments**; etc.]

3.4.5 Business Application Software: [for example, specify: **specific business functions to be supported in native code; application management feature; customization options and tools**; etc.]

3.5 Consumables

3.5.1 Printer Ink / Toner – Printer Type 1:

3.6 Other Non-IT Goods

3.6.1 Workstation Desks:

3.6.2 Photocopiers:

3.6.3 Specialized Mechanical Systems – Datacenter *[for example, specify:* ***raised floor system, electrical distribution subsystem****, etc.]*

E. Testing and Quality Assurance Requirements

4.1 Inspections

4.1.1 Factory Inspections: [if any, specify:  **the items, criteria, and methods to be employed by the Purchaser, or its agent, during factory inspections of the Information Technologies and other Goods prior to their shipment to the site(s)**.]

4.1.2 Inspections following delivery: [if any, specify:  **the items, criteria, and methods to be employed by the Purchaser, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s)**.]

4.2 Pre-commissioning Tests

4.2.0 In addition to the Supplier’s standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).

4.2.1 [specify: Subsystem 1 (as defined in the Site Table[s] attached to the Implementation Schedule) specify:  **tests, test conditions, success criteria**, etc.]

4.2.2 [specify: Subsystem 2 (as defined in the Site Table{s}) specify:  **tests, test conditions, success criteria**, etc.]

4.2. The Entire System: Pre-commissioning Tests for the entire System are: [specify: **tests, test conditions, success criteria**, etc.]

4.3 Operational Acceptance Tests

4.3.0 Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

4.3.1 [specify: Subsystem 1 (as defined in the Implementation Schedule) specify: **tests, test conditions, success criteria**, etc.]

4.3.2 [specify: Subsystem 2 (as defined in the Implementation Schedule) specify: **tests, test conditions, success criteria**, etc.]

4.3. The Entire System: Pre-commissioning Tests for the entire System are: [specify: **tests, test conditions, success criteria**, etc.]

*In the event that the acceptance tests are not in accordance with what was expected or there is a quantitative difference in relation to the proposed design, the Supplier shall take the necessary measures to amend the situation until satisfactory values ​​are reached and without budget modification or added services.*

Note: The complexity of the Operational Acceptance Testing needed will vary in accordance with the complexity of the System being procured. For simpler Information Systems Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Subsystem operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

F. Service Specifications – Recurrent Cost Items

5.1 Warranty Defect Repair

5.1.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.1.1.1 Warranty Defect Repair Service: [ for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse**; etc. (indicate how these may vary among hardware, software, network technologies, etc.) ]

5.1.1.2 ...

5.2 Technical Support

5.2.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.2.1.1User support / hot line: [for example, specify: **coverage period; response time and problem resolution performance standards**; etc.]

5.2.1.2 Technical Assistance: [for example, specify: **categories of technical staff required; anticipated tasks and objectives; response-time performance standards**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]

5.2.1.3 Post-Warranty Maintenance Services: [ for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse**; etc. (indicate how these may vary among hardware, software, network technologies, etc.) ]

*Detail of preventive and corrective maintenance, if the services provided will be by the manufacturer or companies certified and qualified for these tasks. Also, detail scopes, costs and logistics of spare parts provision, software updates, modules or licenses.*

5.2.1.4 If applicable, the initial operation of the facilities for a period of \_\_\_\_\_\_ [insert weeks or months].

5.3 Requirements of the Supplier’s Technical Team

5.3.1 The Supplier MUST provide a technical team to cover the Purchaser’s anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier’s technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

5.3.1.1 System Analyst: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

5.3.1.2 Database Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]

5.3.1.3 Programming Expert: [for example, specify: **education/certifications, years’ experience in, demonstrated successful experience in,** etc.]*.*

5.3.1.4 Expert in interface design and mockups: personnel in charge of design, user interface. In constant communication with the client provides the necessary feedback to meet the requirements and business logic in software development.

5.3.1.5 Expert in processes and backend: Person in charge of the team of developers that elaborate the transactions, core processes and results that the system must produce.

5.3.1.6 Expert in quality and testing: Personnel in charge of the quality team and tests that perform iterative tables of all compartments and possible system results, detecting bugs and glitches in the beta versions of the product.

 5.3.1.7 Expert Project Leader: Personnel in charge of the work team, general coordinator of the project, resources, personnel, deliverables and tasks.

5.3.1.8 ….

**Note**: The Technical Assistance Team specification may be used to develop bid prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable bid prices, the Purchaser will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

**Implementation Schedule**

## Notes on preparing the Implementation Schedule

 The Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Subsystems and/or major components of the System, and for the overall System itself – as well as any other major Contract milestones.

Note: The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the goods and the Supplier's chosen method of transport.

 The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Purchaser to carry out their respective contract obligations. Also, the Purchaser must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the bidding document, especially in the GCC/SCC (e.g., and/or times specified for the submission and acceptance of the Agreed Project Plan).

 The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract – but not so detailed that it unnecessarily constrains bidders from organizing the proposed work in the most efficient and effective manner.

 To facilitate the bidding and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Subsystem, as well as the quantities of each item required (for the supply and install cost items as well as the recurrent cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable bids (and ease the bid evaluation process) as well as improving the likelihood that the Purchaser’s and Supplier’s interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).

 The sample tables comprise:

(a) An Implementation Schedule Table;

(b) A Site Table(s); and

(c) A Table of Holidays and other Non-Working Days.

 The Purchaser should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate.

 The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the bidding documents during the preparation and bidding processes.

 Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages may be applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Purchaser to ensure contract discipline by the Supplier – but not so many that they unnecessarily strain the Purchaser-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

 The Site Table(s) catalog the physical location of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The Purchaser must specify this information in sufficient detail so that Bidders can accurately estimate costs related to:

(a) Delivery and insurance;

(b) Installation, including cabling and inter-building communications, etc.

(c) Perform support services, such as warranty defect repair, maintenance, and other technical support services; and

(d) Other related Service obligations the successful Bidder will have to perform under the Contract, including related travel and subsistence costs.

This information will also help Bidders identify which site(s) may warrant a site visit during the period they are preparing their bids. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

## Table of Contents: Implementation Schedule

[A. Implementation Schedule Table 141](#_Toc454958754)

[B. Site Table(s) 142](#_Toc454958755)

[C. Table of Holidays and Other Non-Working Days 143](#_Toc454958756)

A. Implementation Schedule Table

[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.**]

| Line Item No. | Subsystem / Item | Configuration Table No. | Site / Site Code | Delivery(Bidder to specify in the Preliminary Project Plan) | Installation (weeks from Effective Date) | Acceptance (weeks from Effective Date) | Liquidated Damages Milestone | Post-installation activities |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |
| 0 | Project Plan | - - | - - |  | - - | W\_ | no |  |
|  |  |  |  |  |  |  |  |  |
| 1 | Subsystem 1 | 1 | \_\_\_ |  | - - | - - | - - |  |
| : |  etc. |  |  |  |  |  |  |  |
| x | Operational Acceptance of the System as an integrated whole | - - | all sites |  | - - | W\_\_ | yes |  |
|  |  |  |  |  |  |  |  |  |
| y | Recurrent Cost Items – Warranty Period | y | - - |  |  |  |  |  |

**Note:** Refer to the System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

- - indicates not applicable. “Indicates repetition of table entry above.

B. Site Table(s)

 [Specify: **the detailed information regarding the site(s) at which the System is to be operated**]

| SiteCode | Site | City / Town / Region | Primary Street Address | Drawing Reference No. (if any) |
| --- | --- | --- | --- | --- |
| HQ | Headquarters |  |  |  |
|  |  |  |  |  |
| R1 | Region 1 |  |  |  |
| R1.1 | Region 1 Head Office |  |  |  |
| R1.2 | ABC Branch Office |  |  |  |
| R1.3 | DEF Branch Office |  |  |  |
|  |  |  |  |  |

C. Table of Holidays and Other Non-Working Days

[Specify: **the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).**]

| Month | 20xy | 20xy+1 | 20xy+2 | .... |  |  | ... | 20zz |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |

**System Inventory Tables**

## Notes on preparing the System Inventory Tables

 The System Inventory Tables detail:

(a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

(b) the quantities of such Information Technologies, Materials, and other Goods and Services;

(c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

(d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail

 The Purchaser should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

 There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Purchaser to obtain price information about items that are needed during the Warranty Period.

## Table of Contents: System Inventory Tables

[System Inventory Table (Supply and Installation Cost Items)  *[ insert: identifying number ]* 146](#_Toc448759416)

[System Inventory Table (Recurrent Cost Items) *[ insert: identifying number ] – Warranty Period* 147](#_Toc448759417)

System Inventory Table (Supply and Installation Cost Items)  *[ insert: identifying number ]*

Line item number: [ specify: relevant line item number from the Implementation Schedule (e.g., 1.1) ]

[ as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.** Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration. ]

| Component No. | Component | Relevant Technical Specifications No. | Additional Site Information (e.g., building, floor, department, etc.) | Quantity |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| 1. | Subsystem 1 |  | - - | - - |
| 1.1 | \_\_\_\_\_\_\_\_\_ |  |  | - - |
| : |  |  |  |  |
| 2. | Subsystem 2 |  |  | - - |
| 2.1 | \_\_\_\_\_\_\_\_\_\_\_ |  |  | - - |
| : |  |  |  |  |
|  |  |  |  |  |

**Note:** - - indicates not applicable. “ indicates repetition of table entry above.

System Inventory Table (Recurrent Cost Items) *[ insert: identifying number ] –*

Line item number: [ specify: **relevant line item number from the Implementation Schedule (e.g., y.1)** ]

| Component No. | Component | Relevant Technical Specifications No. | Y1 | Y2 | Y3 |
| --- | --- | --- | --- | --- | --- |
| 1. | Warranty Defect Repair  |  | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price |
| 2. | Software/Firmware Licenses and Updates: |  | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price |
| 3. | Technical Services |  |  |  |  |
| 3.1 | Sr. Systems Analyst |  | 80 days | 40 days | 20 days |
| 3.2 | Sr. Programmer |  | 20 days | 40 days | 60 days |
| 3.3 | Sr. Network Specialist, …. etc. |  | - - | 20 days | 20 days |
|  |  … |  |  |  |  |

**Note:** - - indicates not applicable. “ indicates repetition of table entry above.

**Background and Informational Materials**

## Notes on Background and Informational Materials

 This section of the bidding document provides a place to gather materials that the Purchaser believes will help Bidders prepare more precisely targeted technical bids and more precise bid prices.

 These materials MUST NOT introduce requirements for the Information System. Rather they should assist Bidders to interpret the Technical Requirements and the General and Specific Conditions of Contract. For example, these Background and Informational Materials may describe existing information systems that the Information System to be supplied and installed under the Contract must integrate with. However, the specific requirement that the Supplier must integrate the Information System with other systems needs to be stated in the Technical Requirements. Similarly, these Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the Information System. The Technical Requirements Section would need to spell out that the Supplier must ensure the Information System complies with the relevant legal and regulatory norms.

## Table of Contents: Background and Informational Materials

[A. Background 151](#_Toc252363466)

[0.1 The Purchaser 151](#_Toc252363467)

[0.2 The Purchaser’s Business Objectives for the Information System 151](#_Toc252363468)

[B. Informational Materials 151](#_Toc252363469)

[0.3 The Legal, Regulatory, and Normative Context for the Information System 151](#_Toc252363470)

[0.4 Existing Information Systems / Information Technologies Relevant to the Information System 151](#_Toc252363471)

[0.5 Available Training Facilities to Support the Implementation of the Information System 152](#_Toc252363472)

[0.6 Site Drawings and Site Survey Information Relevant to the Information System 152](#_Toc252363473)

**Background and Informational Materials**

*Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.*

A. Background

0.1 The Purchaser

0.1.1 [ provide: an overview of the Agency’s legal basis, organizational role, and core objectives ]

0.1.2 [ provide: an overview of the stakeholders to the Information System

0.1.3 [ provide: an overview of the Purchaser’s project management and decision-making arrangements applicable to the System and performance of the Contract ]

0.2 The Purchaser’s Business Objectives for the Information System

0.2.1 [ provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System ]

0.2.2 [ provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System ]

0.2.3 [ provide: a brief description of the expected benefits of the System ]

B. Informational Materials

0.3 The Legal, Regulatory, and Normative Context for the Information System

0.3.1 [ provide: an overview of the laws, regulations and other formal norm which will shape the Information System. ]

0.3.2 [ provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement.  ]

0.4 Existing Information Systems / Information Technologies Relevant to the Information System

0.4.1 [ provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the Information System. ]

0.4.2 [ provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the Information System. ]

0.5 Available Training Facilities to Support the Implementation of the Information System

0.5.1 [ provide: an overview of the Purchaser’s existing training facilities that would be available to support the implementation of the Information System. ]

0.6 Site Drawings and Site Survey Information Relevant to the Information System

0.6.1 [ provide: information of the sites at which the Information System would be implemented. ]

PART 3 – Conditions of Contract and Contract Forms

Section VII - General Conditions of Contract

## Table of Clauses

[A. Contract and Interpretation 155](#_Toc448588491)

[1. Definitions 155](#_Toc448588492)

[2. Contract Documents 163](#_Toc448588493)

[3. Interpretation 163](#_Toc448588494)

[4. Notices 166](#_Toc448588495)

[5. Governing Law 167](#_Toc448588496)

[6. Prohibited Practices 167](#_Toc448588497)

[B. Subject Matter of Contract 167](#_Toc448588498)

[7. Scope of the System 167](#_Toc448588499)

[8. Time for Commencement and Operational Acceptance 168](#_Toc448588500)

[9. Supplier’s Responsibilities 168](#_Toc448588501)

[10. Purchaser’s Responsibilities 170](#_Toc448588502)

[C. Payment 172](#_Toc448588503)

[11. Contract Price 172](#_Toc448588504)

[12. Terms of Payment 172](#_Toc448588505)

[13. Securities 173](#_Toc448588506)

[14. Taxes and Duties 174](#_Toc448588507)

[D. Intellectual Property 175](#_Toc448588508)

[15. Copyright 175](#_Toc448588509)

[16. Software License Agreements 176](#_Toc448588510)

[17. Confidential Information 178](#_Toc448588511)

[E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 180](#_Toc448588512)

[18. Representatives 180](#_Toc448588513)

[19. Project Plan 182](#_Toc448588514)

[20. Subcontracting 183](#_Toc448588515)

[21. Design and Engineering 184](#_Toc448588516)

[22. Procurement, Delivery, and Transport 187](#_Toc448588517)

[23. Product Upgrades 189](#_Toc448588518)

[24. Implementation, Installation, and Other Services 190](#_Toc448588519)

[25. Inspections and Tests 191](#_Toc448588520)

[26. Installation of the System 191](#_Toc448588521)

[27. Commissioning and Operational Acceptance 192](#_Toc448588522)

[F. Guarantees and Liabilities 196](#_Toc448588523)

[28. Operational Acceptance Time Guarantee 196](#_Toc448588524)

[29. Defect Liability 197](#_Toc448588525)

[30. Functional Guarantees 200](#_Toc448588526)

[31. Intellectual Property Rights Warranty 201](#_Toc448588527)

[32. Intellectual Property Rights Indemnity 201](#_Toc448588528)

[33. Limitation of Liability 204](#_Toc448588529)

[G. Risk Distribution 204](#_Toc448588530)

[34. Transfer of Ownership 204](#_Toc448588531)

[35. Care of the System 205](#_Toc448588532)

[36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification 206](#_Toc448588533)

[37. Insurances 207](#_Toc448588534)

[38. Force Majeure 209](#_Toc448588535)

[H. Change in Contract Elements 211](#_Toc448588536)

[39. Changes to the System 211](#_Toc448588537)

[40. Extension of Time for Achieving Operational Acceptance 216](#_Toc448588538)

[41. Termination 217](#_Toc448588539)

[42. Assignment 224](#_Toc448588540)

[I. Settlement of Disputes 224](#_Toc448588541)

[43. Settlement of Disputes 224](#_Toc448588542)

**General Conditions of Contract**

A. Contract and Interpretation

|  |  |
| --- | --- |
| 1. Definitions | 1.1 In this Contract, the following terms shall be interpreted as indicated below. |
|  | (a) Contract elements(i) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.(ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).(iii) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the bidding documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. (iv) “GCC” means the General Conditions of Contract.(v) “SCC” means the Special Conditions of Contract.(vi) “Technical Requirements” means the Technical Requirements in Section VI of the bidding documents.(vii) “Implementation Schedule” means the Implementation Schedule in Section VI of the bidding documents.viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.(ix) “Procurement Policy” refers to the Procurement Policy of the Inter-American Development Bank specified in SCC.(x) “bidding documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the bidding documents reflect the Procurement Regulations that the Purchaser is obligated to follow during procurement and administration of this Contract. |
|  | (b) Entities(i) “Purchaser” means the entity purchasing the Information System, as **specified in the SCC.**(ii) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.(iii) “Supplier” means the firm or Joint Venture whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.(iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.(v) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.(vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).(vii) “IDB” (also called “The Bank”) means the Inter-American Development Bank.  |
|  | (c) Scope(i) “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract. (ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.(iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.(iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.(v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.(vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. The “Agreed Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.(vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.(viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software. (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General- Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.(x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.(xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.(xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.(xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software). (xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.(xv) “Standard Materials” means all Materials not specified as Custom Materials. (xvi) “Custom Materials” means Materials developed by the Supplier at the Purchaser’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.(xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.(xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System. |
|  | (d) Activities(i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract. (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).(iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).(iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).(v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).(vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance). |
|  | (e) Place and time(i) “Purchaser’s Country” is the **country named in the SCC.**(ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.(iii) **Unless otherwise specified in the SCC** “Project Site(s)” means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.(iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the IDB,(v) “Day” means calendar day of the Gregorian Calendar.(vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser’s Country.(vii) “Month” means calendar month of the Gregorian Calendar.(viii) “Year” means twelve (12) consecutive Months.(ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).(x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**(xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).(xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.(xiii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).  |
| 2. Contract Documents | 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole. |
| 3. Interpretation | 3.1 Governing Language |
|  | 3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of these bidding documents (English)**,** and the Contract shall be construed and interpreted in accordance with that language.3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.3.2 Singular and PluralThe singular shall include the plural and the plural the singular, except where the context otherwise requires.3.3 HeadingsThe headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.3.4 PersonsWords importing persons or parties shall include firms, corporations, and government entities.3.5 IncotermsUnless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.3.6 Entire AgreementThe Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.3.7 AmendmentNo amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.3.8 Independent SupplierThe Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.3.9 Joint VentureIf the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.3.10 Nonwaiver3.10.1 Subject to GCC Clause 3.10.2 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, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.3.10.2 Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.3.11 SeverabilityIf 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.3.12 Country of Origin “Origin” means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different. |
| 4. Notices | 4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, electronic mail, or Electronic Data Interchange (EDI), with the following provisions. |
|  | 4.1.1 Any notice sent by electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.4.1.3 Any notice delivered personally or sent by electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.4.1.4 Either party may change its postal, electronic mail or EDI addresses for receipt of such notices by ten (10) days’ notice to the other party in writing.4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.  |
| 5. Governing Law | 5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or 5.3 by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  |
| 6. Prohibited Practices | 1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[10]](#footnote-11) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.
 |
|  | 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:
 |
|  | (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(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 influencing improperly the actions of another party; |
|  |  (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(v) “obstructive practice” is(i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;(ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or(iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under GCC Clause 6.1(f) below or access to information; and(vi) “misappropriation” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
|  | 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, inter alia, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:
 |
|  | (i) not finance any proposal to award a contract for works, goods or services, and consulting services;(ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Purchaser has engaged in a Prohibited Practice; |
|  | (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;(iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior; |
|  | (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;  |
|  | (vi) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or |
|  | (viii) refer the matter to appropriate law enforcement authorities. |
|  | 1. The provisions of GCC Clause 6.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
 |
|  | 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.
 |
|  | 1. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
 |
|  | 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank.
 |
|  | Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation.  |
|  | If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. |
|  | 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.
 |
|  | 6.2 The Supplier represents and warrants that:  |
|  | 1. has read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;
 |
|  | 1. has not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;
 |
|  | 1. has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
 |
|  | 1. neither he nor his representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank
 |
|  | 1. all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and
 |
|  | 1. he acknowledges that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in GCC Clause 6.1 (b).
 |

B. Subject Matter of Contract

|  |  |
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| 7. Scope of the System | 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier’s obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan. |
|  | 7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.7.3 The Supplier’s obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier’s bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC,** including the relevant terms, characteristics, and timings. |
| 8. Time for Commencement and Operational Acceptance | 8.1 The Supplier shall commence work on the System within the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan. |
|  | 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance). |
| 9. Supplier’s Responsibilities | 9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall retain the Supplier's technical representative and the key personnel named in the bid during the duration of the Contract. Any changes in these personnel will require the Purchaser's prior approval in writing.  |
|  | 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2. |
|  | 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser’s Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier’s and Subcontractor’s personnel and entry permits for all imported Supplier’s Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.9.5 The Supplier shall comply with all laws in force in the Purchaser’s Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser. |
|  | 9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).9.8 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC.**  |
|  | 9.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities. |
| 10. Purchaser’s Responsibilities | 10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract. |
|  | 10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain. 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier’s discretion.10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan. 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier’s responsibilities after the date of Operational Acceptance otherwise specified in the Contract.10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities. |

C. Payment

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| 11. Contract Price | 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement. |
|  | 11.2 Unless an adjustment clause is **provided for in the SCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract; |
|  | 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract. |
| 12. Terms of Payment | 12.1 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.  The Contract Price shall be paid as **specified in the SCC.** |
|  | 12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC.**12.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser’s Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier’s Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris. |
| 13. Securities | 13.1 Issuance of SecuritiesThe Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below. |
|  | 13.2 Advance Payment Security13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.13.2.2 The security shall be in the form provided in the bidding documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:  P\*a/(100-a), where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1. The security shall be returned to the Supplier immediately after its expiration.  |
|  | 13.3 Performance Security13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC.**13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to the Purchaser.13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC,** on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier. |
| 14. Taxes and Duties | 14.1 For Goods or Services supplied from outside the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser’s country for the supply of Goods and Services from outside the Purchaser’s country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier’s responsibility. |
|  | 14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser’s country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. 14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract 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 the Purchaser’s Country (also called “Tax” in this GCC Clause 14.4). 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 Supplier, 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. |

D. Intellectual Property

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| 15. Copyright | 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights. |
|  | 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.15.3 The Purchaser’s contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.  |
|  | 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required. |
| 16. Software License Agreements | 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software. |
|  |  Such license to access and use the Software shall: (a) be:(i) nonexclusive;(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3); (iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser’s Country; (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.(b) permit the Software to be:(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier’s bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;(ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier’s bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;(iv) reproduced for safekeeping or backup purposes;(v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;(vi) **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and(vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.  |
|  | 16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier’s control, and unencumbered transmission of resulting information on software usage. |
| 17. Confidential Information | 17.1 **Unless otherwise specified in the SCC,** the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”) connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract. |
|  | 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser’s use of the System.17.3 Notwithstanding GCC Clauses 17.1 and 17.2:(a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and(b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party. |
|  | 17.4 The Purchaser shall not, without the Supplier’s prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser’s prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract. 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:(a) now or hereafter enters the public domain through no fault of the Receiving Party;(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years. |

E. Supply, Installation, Testing,
Commissioning, and Acceptance of the System

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| 18. Representatives | 18.1 Project ManagerIf the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4. |
|  | 18.2 Supplier’s Representative18.2.1 If the Supplier’s Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier’s Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier’s Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier’s Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier’s Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.18.2.3 The Supplier shall not revoke the appointment of the Supplier’s Representative without the Purchaser’s prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier’s Representative, pursuant to the procedure set out in GCC Clause 18.2.1.18.2.4 The Supplier’s Representative and staff are obliged to work closely with the Purchaser’s Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.18.2.5 The Supplier’s Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier’s Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered. 18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier’s Representative.18.3 Objections and Removals18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement. |
| 19. Project Plan | 19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier’s bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.  |
|  | 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within fourteen (14)days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the Purchaser and the Supplier. 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing: (i) results accomplished during the prior period;(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;(iv) other issues and outstanding problems; proposed actions to be taken;(v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;(vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness. 19.6 The Supplier shall submit to the Purchaser other (periodic) reports **as specified in the SCC**. |
| 20. Subcontracting | 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract. |
|  | 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser’s prior approval under GCC Clause 20.3.20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement. |
| 21. Design and Engineering | 21.1 Technical Specifications and Drawings21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice. |
|  | The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.21.2 Codes and StandardsWherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.21.3 Approval/Review of Controlling Technical Documents by the Project Manager21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager’s approval or review.Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager’s approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that if the Adjudicator upholds the Supplier’s view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.21.3.6 The Project Manager’s approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager’s approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request. |
| 22. Procurement, Delivery, and Transport | 22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site. |
|  | 22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.22.4 Transportation22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser’s instructions to the Supplier.* + 1. The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		2. **Unless otherwise specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 **Unless otherwise specified in the SCC,** the Supplier will provide the Purchaser with shipping and other documents, as specified below:22.5.1 For Goods supplied from outside the Purchaser’s Country: Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:(a) two copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;(b) usual transportation documents;(c) insurance certificate; (d) certificate(s) of origin; and(e) estimated time and point of arrival in the Purchaser’s Country and at the site.22.5.2 For Goods supplied locally (i.e., from within the Purchaser’s country):Upon shipment, the Supplier shall notify the Purchaser by electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:(a) two copies of the Supplier’s invoice showing the Goods’ description, quantity, unit price, and total amount;(b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and(e) estimated time of arrival at the site.22.6 Customs Clearance(a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser’s country in the Price Schedules referred to by Article 2 of the Contract Agreement. (b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:(i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;(ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay. |
| 23. Product Upgrades | 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System). |
|  | 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser’s Country, pursuant to GCC Clause 39 (Changes to the System).23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser’s Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid. 23.4 **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser’s country, and no later than twelve (12) months after they are released in the country of origin of the Software. 23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date. |
| 24. Implementation, Installation, and Other Services | 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.  |
|  | 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser’s Country for similar services. |
| 25. Inspections and Tests | 25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.  |
|  | 25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement. |
| 26. Installation of the System | 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing. |
|  | 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier’s notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier’s notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier’s opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier’s notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier’s notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be. |
| 27. Commissioning and Operational Acceptance | 27.1 Commissioning27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier: (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3. |
|  | 27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.27.2 Operational Acceptance Tests27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan. At the Purchaser’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply. 27.3 Operational Acceptance27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or(b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or(c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier’s notice, the Project Manager shall:(a) issue an Operational Acceptance Certificate; or (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.27.3.6 If within fourteen (14) days after receipt of the Supplier’s notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier’s said notice.27.4 Partial Acceptance27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.  |

F. Guarantees and Liabilities

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| 28. Operational Acceptance Time Guarantee | 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).  |
|  | 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.28.3 **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract. |
| 29. Defect Liability | 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract. |
|  | 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System’s or Subsystem’s ability to fulfill the Technical Requirements. 29.3 **Unless otherwise specified in the SCC,** the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier’s and/or Subcontractor’s current product lines, and (ii) they have been previously released to the market.29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:(a) improper operation or maintenance of the System by the Purchaser;(b) normal wear and tear;(c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or(d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.29.7 The Supplier’s obligations under this GCC Clause 29 shall not apply to:(a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or(b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.  |
| 30. Functional Guarantees | 30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser’s requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined. |
|  | 30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier’s Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure. |
| 31. Intellectual Property Rights Warranty | 31.1 The Supplier hereby represents and warrants that: (a) the System as supplied, installed, tested, and accepted; (b) use of the System in accordance with the Contract; and (c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System. |
| 32. Intellectual Property Rights Indemnity | 32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of: (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and  |
|  | (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser’s breach of GCC Clause 32.2. |
|  | 32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.32.3 Such indemnities shall also not apply if any claim of infringement:(a) is asserted by a parent, subsidiary, or affiliate of the Purchaser’s organization;(b) is a direct result of a design mandated by the Purchaser’s Technical Requirements and the possibility of such infringement was duly noted in the Supplier’s Bid; or(c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier. |
|  | 32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. |
|  | 32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier’s breach of GCC Clause 32.8.  |
|  | 32.6 Such indemnity shall not cover(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.32.7 Such indemnities shall also not apply:(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier’s organization;(b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser’s request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing. |
| 33. Limitation of Liability | 33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: |
|  | (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement. |

G. Risk Distribution

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| 34. Transfer of Ownership | 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.  |
|  | 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.34.3 Ownership of the Supplier’s Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors. |
| 35. Care of the System | 35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.35.2 If any loss or damage occurs to the System or any part of the System by reason of:(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;(b) any use not in accordance with the Contract, by the Purchaser or any third party;(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1. 35.3 The Purchaser shall be liable for any loss of or damage to any Supplier’s Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors. |
| 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification | 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser’s Country.36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents. |
|  | 36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier. |
|  | 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser’s request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing. |
|  | 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party’s liabilities shall be correspondingly reduced. |
| 37. Insurances | 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval. |
|  | (a) Cargo Insurance During Transportas applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.(b) Installation “All Risks” Insuranceas applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.(c) Third-Party Liability InsuranceOn terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.(d) Automobile Liability InsuranceIn accordance with the statutory requirements prevailing in the Purchaser’s Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.(e) Other Insurance (if any), as **specified in the SCC.**37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser’s interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier’s interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier. |
| 38. Force Majeure | 38.1 “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: |
|  | (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster; (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier’s Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract under GCC Clause 38.6.38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:(a) constitute a default or breach of the Contract;(b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract. |

H. Change in Contract Elements

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| 39. Changes to the System | 39.1 Introducing a Change39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract. |
|  | A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades). |
|  | 39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the bidding documents.39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.39.2 Changes Originating from Purchaser39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:(a) brief description of the Change;(b) impact on the Time for Achieving Operational Acceptance;(c) detailed estimated cost of the Change;(d) effect on Functional Guarantees (if any);(e) effect on any other provisions of the Contract.39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:(a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;(b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;(c) advise the Supplier that the Purchaser does not intend to proceed with the Change.39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier’s objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.The Supplier’s failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).39.3 Changes Originating from SupplierIf the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract. The value engineering proposal shall, at a minimum, include the following;(a) the proposed change(s), and a description of the difference to the existing Contract requirements;(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and(c) a description of any effect(s) of the change on performance/functionality.The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:(a) accelerates the delivery period; or(b) reduces the Contract Price or the life cycle costs to the Purchaser; or(c) improves the quality, efficiency, safety or sustainability of the systems; or(d) yields any other benefits to the Purchaser,without compromising the necessary functions of the systems.If the value engineering proposal is approved by the Purchaser and results in:(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price. |
| 40. Extension of Time for Achieving Operational Acceptance | 40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: |
|  | (a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);(b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure); (c) default of the Purchaser; or(d) any other matter specifically mentioned in the Contract;by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser’s estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. |
| 41. Termination | 41.1 Termination for Purchaser’s Convenience |
|  | 41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;(c) remove all Supplier’s Equipment from the site, repatriate the Supplier’s and its Subcontractors’ personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;(d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;(iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:(a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;(b) the costs reasonably incurred by the Supplier in the removal of the Supplier’s Equipment from the site and in the repatriation of the Supplier’s and its Subcontractors’ personnel;(c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;(d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.41.2 Termination for Supplier’s Default41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); (c) if the Supplier, in the judgment of the Purchaser has engaged in Prohibited Practices, as defined under GCC 6.1, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract; or(d) if the Supplier substantially prevents the exercise of the Bank's rights to perform audits, notwithstanding the provisions of Subclause 6.1 (f). of this Contract.41.2.2 If the Supplier:(a) has abandoned or repudiated the Contract;(b) has without valid reason failed to commence work on the System promptly;(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;(d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;(c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;(e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier’s Equipment will be returned to the Supplier at or near the site and shall return such Supplier’s Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.41.3 Termination by Supplier41.3.1 If:(a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier’s notice; or(b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser’s failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);(c) remove all Supplier’s Equipment from the site and repatriate the Supplier’s and its Subcontractor’s personnel from the site.(d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;(iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.** |
| 42. Assignment | 42.l Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract. |

I. Settlement of Disputes

|  |  |
| --- | --- |
| 43. Settlement of Disputes | 43.1 Adjudication |
|  | 43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1. |
|  | 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.43.2 Arbitration43.2.1 If(a) the Purchaser or the Supplier is dissatisfied with the Adjudicator’s decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or(b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or(c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days, then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;(b) the Purchaser shall pay the Supplier any monies due the Supplier. |

Section VIII - Special Conditions of Contract

## Table of Clauses

[A. Contract and Interpretation 232](#_Toc454979647)

[1. Definitions (GCC Clause 1) 232](#_Toc454979648)

[2. Notices ( GCC Clause 4) 232](#_Toc454979649)

[B. Subject Matter of Contract 233](#_Toc454979650)

[3. Scope of the System ( GCC Clause 7) 233](#_Toc454979651)

[4. Time for Commencement and Operational Acceptance ( GCC Clause 8) 234](#_Toc454979652)

[5. Supplier’s Responsibilities ( GCC Clause 9) 234](#_Toc454979653)

[C. Payment 234](#_Toc454979654)

[6. Contract Price ( GCC Clause 11) 234](#_Toc454979655)

[7. Terms of Payment ( GCC Clause 12) 235](#_Toc454979656)

[8. Securities ( GCC Clause 13) 237](#_Toc454979657)

[D. Intellectual Property 238](#_Toc454979658)

[9. Copyright ( GCC Clause 15) 238](#_Toc454979659)

[10. Software License Agreements ( GCC Clause 16) 241](#_Toc454979660)

[11. Confidential Information ( GCC Clause 17) 242](#_Toc454979661)

[E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 243](#_Toc454979662)

[12. Representatives ( GCC Clause 18) 243](#_Toc454979663)

[13. Project Plan ( GCC Clause 19) 244](#_Toc454979664)

[14. Design and Engineering ( GCC Clause 21) 244](#_Toc454979665)

[15. Product Upgrades ( GCC Clause 23) 245](#_Toc454979666)

[16. Inspections and Tests ( GCC Clause 25) 245](#_Toc454979667)

[17. Commissioning and Operational Acceptance ( GCC Clause 27) 245](#_Toc454979668)

[F. Guarantees and Liabilities 246](#_Toc454979669)

[18. Operational Acceptance Time Guarantee ( GCC Clause 28) 246](#_Toc454979670)

[19. Defect Liability ( GCC Clause 29) 247](#_Toc454979671)

[20. Functional Guarantees ( GCC Clause 30) 248](#_Toc454979672)

[G. Risk Distribution 248](#_Toc454979673)

[21. Insurances ( GCC Clause 37) 248](#_Toc454979674)

[H. Change in Contract Elements 249](#_Toc454979675)

[22. Changes to the System ( GCC Clause 39) 249](#_Toc454979676)

[I. Settlement of Disputes 249](#_Toc454979677)

[23. Settlement of Disputes (GCC Clause 43) 249](#_Toc454979678)

**Special Conditions of Contract**

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause 1)

|  |  |
| --- | --- |
|  GCC 1.1 (a) (ix) | The applicable edition of the Procurement Regulation is dated: [ insert: the date(s) of the edition specified in the Loan Contract governing the Project or, if the loan/credit has not been approved, insert: the date of latest edition]. |
|  GCC 1.1 (b) (i) | The Purchaser is: [ insert: complete legal name of the Purchaser ]. |
|  GCC 1.1 (b) (ii) | The Project Manager is: [ insert: name and/or the official title of Project Manager]. GCC  |
|  GCC 1.1 (e) (i) | The Purchaser’s Country is: [ insert: name of country ]. |
| GCC 1.1 (e) (x) | There are no Special Conditions associated with GCC 1.1 (e) (x). [Note: ***The GCC default specifies the Contract Period as when all the Supplier’s obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]*** |
| GCC 1.1 (e) (xiii) | The Post-Warranty Services Period is [insert: number of months] starting with the completion of the Warranty Period. |

1. Notices (GCC Clause 4)

|  |  |
| --- | --- |
|  GCC 4.3 | Address of the Project Manager: [*as appropriate, insert:* ***personal delivery, postal, email, and/or EDI addresses.****]*Fallback address of the Purchaser: [*as appropriate, insert:* ***personal delivery, postal, email, and/or EDI addresses.****]*[Note: If the Purchaser wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI X12 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]For Electronic Data Interchange (EDI) the Purchaser and Supplier will use the following standards, protocols, addresses, and procedures: *[ insert:* ***standards, protocols, addresses;*** *also describe:* ***any relevant procedures]*** |

B. Subject Matter of Contract

1. Scope of the System (GCC Clause 7)

|  |  |
| --- | --- |
|  GCC 7.3 | The Supplier’s obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier’s Bid:*[specify:* ***the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.****]*[Note: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties. If the Purchaser expects that wear and tear on System components will necessitate routine replacement of such components, and if Purchaser technical staff will perform these repair and replacement tasks, the Purchaser may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts. ]  The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for *[ insert:* ***number of years]*** years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Bid. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier’s fees) relating to the supply of spare parts. *[list* ***the spare parts needs,*** *or reference* ***the line items in the Spare Parts Price Schedule in the Supplier’s Bid****, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]*[Note: The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.] |

1. Time for Commencement and Operational Acceptance (GCC Clause 8)

|  |  |
| --- | --- |
|  GCC 8.1 | The Supplier shall commence work on the System within: [*insert:* ***number of*** days*]* days from the Effective Date of the Contract. |

1. Supplier’s and Purchaser's Responsibilities (GCC Clauses 9 and 10)

|  |  |
| --- | --- |
|  GCC 9.9 | *[Delete if not applicable]* Insert any sustainable procurement contractual provisions, if applicable. The following sustainable procurement contractual provisions apply:  |
| GCC 9.10 | *[Delete if not applicable] The additional responsibilities of the Supplier are :* ***[insert if applicable]*** |
|  |  |
| GCC 10.12 | *[Delete if not applicable] The additional responsibilities of the Purchaser are:* ***[insert if applicable]*** |

C. Payment

1. Contract Price (GCC Clause 11)

|  |  |
| --- | --- |
|  GCC 11.2  | ***Adjustments to the Contract Price shall be as follows***: [ state: “not applicable” or specify: the items, adjustment formula or formulas, and the relevant price indices ].*[Note: Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]* |

1. Terms of Payment (GCC Clause 12)

|  |  |
| --- | --- |
|  GCC 12.1 | Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.(a) Advance Paymentten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. ***[Note:*** *The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]*(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:sixty percent (60%) of the total or pro-rata Contract Price for this category against Deliveryten percent (10%) of the same price against Installationten percent (10%) of the same price against Operational Acceptance.(c) Custom Software and Custom Materials:sixty percent (60%) of the total or pro-rata Contract Price for this category against Installationtwenty percent (20%) of the same price against Operational Acceptance.***[Note:*** *Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Purchaser's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc. ). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.]* (d) Services other than Training:eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Purchaser’s approval of invoices:***[Note:*** *Some Contracts may involve considerable “Services other than Training” (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Purchaser has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]*(e) Training thirty percent (30%) of the total Contract Price for training services at the start of the full training programfifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.(f) Complete System Integration ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.(g) Recurrent Costs one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Purchaser’s approval of invoices.***[Note:*** *If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]* |
|  GCC 12.3 | The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: [ insert: number (X) followed by “percent” or “%”] per annum. |
|  GCC 12.4 | The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and *[ insert:* ***name of local currency****]* for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in *[ insert:* ***source of exchange rate****].*  |
| GCC 12.5 | ***[Delete if not applicable]*** Payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser’s Country shall be made in the following manner: ***[insert description]*** |

1. Securities (GCC Clause 13)

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| --- | --- |
|  |  |
|  GCC 13.3.1 | The Performance Security shall be denominated in [ insert currency]for an amount equal to [ insert: number]percent of the Contract Price, excluding any Recurrent Costs.*[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Purchaser. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Bidder, which it can recover only by increasing its price. Therefore, for a simple system, Performance Security in an amount of only six (6) percent of the Contract Price would provide adequate protection while for a moderately complex system, eight (8) percent should be sufficient.]* |
| GCC 13.3.2 | ***[Delete if not applicable]*** The reduction in value and expiration of the Advance Payment Security are calculated as follows: ***[insert description]*** |
|  GCC 13.3.4 |  During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to [ insert: number]percent of the Contract Price, excluding any Recurrent Costs.*[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]* |

D. Intellectual Property

1. Copyright (GCC Clause 15)

|  |  |
| --- | --- |
|  GCC 15.3 | There are no Special Conditions of Contract applicable to GCC Clause 15.3*[Note: If the Purchaser is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Purchaser of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Purchasers with other organizational structures may need to add other similar provisions.]* |
|  GCC 15.4 | There are no Special Conditions of Contract applicable to GCC Clause 15.4***[Note:*** *There is a broad spectrum of strategies that the Purchaser can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Purchaser retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Purchaser has highly sensitive procedures embedded in the Custom Software (e.g., a central bank’s settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Purchaser considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Purchaser retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Purchaser has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Purchaser is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Purchaser’s obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Purchaser must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.*  *The Supplier’s rights in relation to the Custom Software may:** *Be limited to use in order to support the Purchaser; or*
* *Extend to commercial exploitation by re-licensing to third-party customers.*

*If the Supplier’s rights extend to commercial exploitation, they may be limited as follows:** *There may be an interim period, designed to protect the Purchaser’s competitive edge, during which the Supplier is not permitted to exploit commercially; and/or*
* *The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Purchaser) or in certain territories (for example, the Purchaser’s Country), either for a limited period or indefinitely; and/or*
* *The Supplier may be required to pay royalties to the Purchaser when it licenses third parties to use the Custom Software.*

 *The first two of these categories of limitation are intended to protect the Purchaser’s competitive edge. The third is intended to allow the Purchaser to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Purchaser regarding future sales of products to which royalties apply and audit rights so that the Purchaser can check that the Supplier’s reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Purchaser may not benefit from an up-front cost saving.* *The Purchaser’s rights in relation to the Custom Software may also be restricted to “user” rights or extended to commercial exploitation. If the Purchaser is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Purchaser on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Purchaser). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).* *If the Purchaser is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Purchaser’s own usage rights to the Custom Software may be limited.* *It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Purchaser.* *The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Purchaser, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Purchaser a license that is exclusive, in relation to exploitation in the Purchaser’s Country, for two years).* *If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.* *Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Purchaser of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]* |
|  GCC 15.5 | There are no Special Conditions of Contract applicable to GCC Clause 15.5***[Note:*** *Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be the Purchaser’s Country or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:* *(i) the Supplier’s obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;* *(ii) the Supplier’s warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Purchaser and suitable to enable the Purchaser to support and develop the Software;* *(iii) the escrow agent’s obligations to keep the Source Code secure and confidential;* *(iv) the escrow agent’s obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);* *(v) the obligations of the Supplier and the Purchaser in relation to payment of the escrow agent’s fee;* *(vi) the escrow agent’s right and obligation to release the Source Code to the Purchaser in certain specified “release events” (e.g., bankruptcy or insolvency of the Supplier or the Supplier’s failure to make deposits or to support the Software);* *(vii) limitations and exclusions of the escrow agent’s liability;* *(viii) the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and* *(ix) confidentiality undertakings to be given by the Purchaser on release of the Source Code.]* |

1. Software License Agreements (GCC Clause 16)

|  |  |
| --- | --- |
| GCC 16.1(a) (iii) | ***[Delete if not applicable]*** The license and software use shall be valid for: ***[insert territory]*** |
|  GCC 16.1 (a) (iv) |  There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)***[Note:*** *In the interest of soliciting lower Bid prices, Purchasers may wish to consider defining limitations in the use of the software. For example:**(a) restrictions on the number of records in particular categories that may be held by the System;**(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;**(c) restrictions on the number of persons who may be authorized to use the System at any time;**(d) restrictions on the number of persons who may access the System simultaneously at any time; or**(e) restrictions on the number of workstations that may be connected to the System at any time.* *Note that, from the point of view of the Purchaser, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]* |
|  GCC 16.1 (b) (vi) | There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*[Note: The Purchaser may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]* |
|  GCC 16.1 (b) (vii) | There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*[Note: The Purchaser may, for example, wish to specify the members of the Purchaser’s business group that are not direct competitors of the Supplier and that the Purchaser must obtain and provide the Supplier written evidence from such parties that such parties will abide by the terms of the Contract as if they were party to the Contract.]* |
|  GCC 16.2 | There are no Special Conditions of Contract applicable to GCC Clause 16.2 *[Note: If on-site audits are acceptable, the Purchaser may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Purchaser’s hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Purchaser as a direct result of the audit; etc.].* |

1. Confidential Information (GCC Clause 17)

|  |  |
| --- | --- |
|  GCC 17.1 | There are no Special Conditions of Contract applicable to GCC Clause 17.1 *[Note: The Purchaser may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Purchaser will ensure that such parties are aware of and will abide by the Purchaser’s obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Purchaser.*if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.] |

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

1. Representatives (GCC Clause 18)

|  |  |
| --- | --- |
|  GCC 18.1 | There are no Special Conditions of Contract applicable to GCC Clause 18.1 ***[Note:*** *If appropriate specify additional powers or limitations.]*The Purchaser’s Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract [ state necessary and appropriate clauses]. |
|  GCC 18.2.2 | There are no Special Conditions of Contract applicable to GCC Clause 18.2.2 ***[Note:*** *If appropriate specify additional powers or limitations.]*The Supplier’s Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract [ state necessary and appropriate clauses]. ***[Note:*** *Any additional powers or limitations of the Supplier’s Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]* |

1. Project Plan (GCC Clause 19)

|  |  |
| --- | --- |
|  GCC 19.1 | Chapters in the Project Plan shall address the following subject**:** (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);(b) Implementation Sub-Plan;(c) Training Sub-Plan;(d) Testing and Quality Assurance Sub-Plan;(e) Warranty Defect Repair and Technical Support Service Sub-PlanFurther details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference ) ]. |
|  GCC 19.6 | ***The Supplier shall submit to the Purchaser:******(i) monthly inspection and quality assurance reports******(ii) monthly training participants test results******(iii) monthly log of service calls and problem resolutions*** |

1. Design and Engineering (GCC Clause 21)

|  |  |
| --- | --- |
|  GCC 21.3.1 | There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.***[Note:*** *If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Purchaser’s Project Manager before any relevant downstream work can be undertaken by the Supplier).]**[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager’s approval before proceeding with work on the System or any Subsystem covered by the documents.* [ state “none” or specify, for example: (\*) detailed site surveys;(\*) final Subsystem configurations;(\*) etc. ]] |

1. Product Upgrades (GCC Clause 23)

|  |  |
| --- | --- |
|  GCC 23.4 | There are no Special Conditions of Contract applicable to GCC Clause 23.4.*[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Bidder at the time of bid submission. To require the Supplier to provide for free only new releases and updates but agreeing that it would be reimbursed for the supply of completely new versions might be more cost-effective. For example, this may be particularly appropriate when the Purchaser would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]* |

1. Inspections and Tests (GCC Clause 25)

|  |  |
| --- | --- |
|  GCC 25 | There are no Special Conditions of Contract applicable to GCC Clause 25.*[Note: Purchasers may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Purchaser receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]* |

1. Commissioning and Operational Acceptance (GCC Clause 27)

|  |  |
| --- | --- |
|  GCC 27.2.1 | There are no Special Conditions of Contract applicable to GCC Clause 27.2.1. *[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Purchaser prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Purchaser and its management, the Supplier, and any users.* *In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]* |

F. Guarantees and Liabilities

1. Operational Acceptance Time Guarantee (GCC Clause 28)

|  |  |
| --- | --- |
|  GCC 28.2 | There are no Special Conditions of Contract applicable to GCC Clause 28.2.***[Note:*** *Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Purchaser may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].* |
|  GCC 28.3 | There are no Special Conditions of Contract applicable to GCC Clause 28.3.*[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Bidders. This most likely will lead to higher bid prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]* |

1. Defect Liability (GCC Clause 29)

|  |  |
| --- | --- |
|  GCC 29.1 | There are no Special Conditions of Contract applicable to GCC Clause 29.1. *[Note: Software is never completely error or “bug” free. Thus, the Purchaser may wish to refine or to limit the Supplier’s warranty obligations. Properly done, this can reduce Bidder’s perceptions of financial risk and help lower bid prices. However, the Purchaser should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Purchaser. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. Accordingly, IDB recommends that Purchaser’s consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]* |
|  GCC 29.4 | There are no Special Conditions of Contract applicable to GCC Clause 29.4.***[Note:*** *When defining the Warranty period, Purchasers should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].* |
|  GCC 29.10 | There are no Special Conditions of Contract applicable to GCC Clause 29.10**[*Note:*** *Typically, the Purchaser should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in the Purchaser’s Country.**The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Purchaser may contract-in such services at the Supplier’s expense. The Purchaser may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their bid prices. ]*  |

1. Functional Guarantees (GCC Clause 30)

|  |  |
| --- | --- |
|  GCC 30 | There are no Special Conditions of Contract applicable to GCC Clause 30.*[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]* |

G. Risk Distribution

1. Insurances (GCC Clause 37)

|  |  |
| --- | --- |
|  GCC 37.1 (c) |  The Supplier shall obtain Third-Party Liability Insurance in the amount of [ insert: monetary value] with deductible limits of no more than [ insert: monetary value]. The insured Parties shall be [ list insured parties]. The Insurance shall cover the period from [ insert: beginning date, relative to the Effective Date of the Contract]until [ insert: expiration date, relative to the Effective Date of the Contract or its completion ]. |
| GCC 37.1 (e) | There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Purchaser’s legal department.  *For example:* *The Supplier shall obtain a Professional Risks Insurance in accordance with the statutory requirements of [ insert:*  ***the Purchaser’s Country]****. Specifically: [ insert****: requirements****]. The Insurance shall cover the period from [ insert:* ***beginning date, relative to the Effective Date of the Contract****] until [ insert:* ***expiration date, relative to the Effective Date of the Contract or its completion****].**The Supplier shall obtain Worker’s Compensation Insurance in accordance with the statutory requirements of [ insert:*  ***the Purchaser’s Country]****. Specifically: [ insert****: requirements****]. The Insurance shall cover the period from [ insert:* ***beginning date, relative to the Effective Date of the Contract****] until [ insert:* ***expiration date, relative to the Effective Date of the Contract or its completion****].* *The Supplier shall obtain Purchaser’s Liability Insurance in accordance with the statutory requirements of* [ insert: the Purchaser’s Country].  *Specifically: [* insert: requirements ]. *The Insurance shall cover the period from* [ insert: beginning date, relative to the Effective Date of the Contract]*until* [ insert: expiration date, relative to the Effective Date of Contract or its completion .] |

H. Change in Contract Elements

1. Changes to the System (GCC Clause 39)

|  |  |
| --- | --- |
|  GCC 39.4 | Value EngineeringIf the value engineering proposal is approved by the Purchaser, the amount to be paid to the Supplier shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.  |

I. Settlement of Disputes

1. Settlement of Disputes (GCC Clause 43)

|  |  |
| --- | --- |
| GCC 43.1.4 | The Appointing Authority for the Adjudicator is: [ insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state “not applicable.”]. |
| GCC 43.2.3 | If the Supplier is from outside the Purchaser’s Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following:* ***UNCITRAL*** */* ***the International Chamber of Commerce (ICC)*** */* ***the Arbitration Institute of the Stockholm Chamber of Commerce*** */* ***the London Court of International Arbitration****].* These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of the Purchaser’s Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser’s country. |

Section IX - Contract Forms

## Notes to the Purchaser on preparing the Contract Forms

 Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

 Advance Payment Security: Pursuant to Clause 13.2, the successful Bidder is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

 Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Purchaser has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the IDB before release of the bidding document to potential Bidders.

 Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the bidding document unaltered. If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the IDB before release of the bidding document.

## Notes to Bidders on working with the Sample Contractual Forms

 The following forms are to be completed and submitted by the successful Bidder following receipt of the Letter of Acceptance from the Purchaser: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

• Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Bidder’s Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier’s bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.

• Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this section of these bidding documents and in the amount specified in accordance with the SCC.

• Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of these bidding documents or another form acceptable to the Purchaser. If a Bidder wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the bid submission deadline.

 The Purchaser and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the bidding documents for the information of Bidders.

Table of Contract Forms

[Notification of Intention to Award 282](#_Toc25497171)

[Beneficial Ownership Disclosure Form 286](#_Toc25497172)

[Letter of Acceptance 289](#_Toc25497173)

[1. Contract Agreement 290](#_Toc25497174)

[Appendix 1. Supplier’s Representative 294](#_Toc25497175)

[Appendix 2. Adjudicator 295](#_Toc25497176)

[Appendix 3. List of Approved Subcontractors 296](#_Toc25497177)

[Appendix 4. Categories of Software 297](#_Toc25497178)

[Appendix 5. Custom Materials 298](#_Toc25497179)

[Appendix 6. Revised Price Schedules 299](#_Toc25497180)

[Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments 300](#_Toc25497181)

[2. Performance and Advance Payment Security Forms 301](#_Toc25497182)

[2.1 Performance Security Form (Bank Guarantee) 302](#_Toc25497183)

[2.2 Advance Payment Security 304](#_Toc25497184)

[Bank Guarantee 304](#_Toc25497185)

[3. Installation and Acceptance Certificates 306](#_Toc25497186)

[3. Installation and Acceptance Certificates 306](#_Toc25497187)

[3.1 Installation Certificate 307](#_Toc25497188)

[3.2 Operational Acceptance Certificate 308](#_Toc25497189)

[4. Change Order Procedures and Forms 309](#_Toc25497190)

[4.1 Request for Change Proposal Form 310](#_Toc25497191)

[4.2 Change Estimate Proposal Form 312](#_Toc25497192)

[4.3 Estimate Acceptance Form 314](#_Toc25497193)

[4.4 Change Proposal Form 316](#_Toc25497194)

[4.5 Change Order Form 318](#_Toc25497195)

[4.6 Application for Change Proposal Form 320](#_Toc25497196)

[4.7 Application for Key Personnel Change Proposal Form 322](#_Toc25497197)

Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

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

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

Telephone number: *[insert Authorized Representative’s telephone number]*

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

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

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

**Notification of Intention to Award**

**Purchaser:** *[insert the name of the Purchaser]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No.** *[insert reference number for loan]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

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

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Bidder** | **Technical Score** | **Bid price** | **Evaluated Bid Cost**  | **Combined Score** |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |

1. **Reason/s why your Bid was unsuccessful**

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

1. **Best and Final Offer or Negotiations**

|  |
| --- |
| Pursuant to ITB 42.1 in the evaluation of Bids or pursuant ITB 45.1, in the final award of this Contract, the following method was used: 🞎 Best and Final Offer🞎 Negotiations🞎 Neither method***[Delete if not applicable]***The name of the Independent Probity Assurance Authority is:*[*insert the name of the Independent Probity Assurance Authority*]* |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Purchaser*]**Email address**: [*insert email address*]If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).** Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Purchaser*]**Email address**: [*insert email address*]At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.In summary, there are four essential requirements:1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information pursuant to paragraphs 2.77 to 2.81 of the Bank´s Procurement Policies and Appendices 1 and 3.
 |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended as stated in Section 5 above.  |

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

On behalf of the Purchaser:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficial Ownership Disclosure Form

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

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

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

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

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

**Request for Bids description**.: [*insert identification*]

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

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

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

\*\*\* It is understood that any false or misleading information that has been provided in relation to this requirement may result in actions or sanctions by the Bank in accordance with its rules and policies.

Letter of Acceptance

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

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

This is to notify you that your Bid dated *\_\_\_\_\_\_\_\_\_\_\_\_* for execution of the *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* for the Contract Price in the aggregate of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* included in Section IX, - Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

 the [ insert: ordinal] day of [ insert: month ], [ insert: year ].

BETWEEN

(1) [ insert: Name of Purchaser ], a [ insert: description of type of legal entity, for example, an agency of the Ministry of . . . ] of the Government of [ insert: country of Purchaser ], or corporation incorporated under the laws of [ insert: country of Purchaser ] and having its principal place of business at [ insert: address of Purchaser ] (hereinafter called “the Purchaser”), and

(2) [ insert: name of Supplier], a corporation incorporated under the laws of [ insert: country of Supplier] and having its principal place of business at [ insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System [ insert: brief description of the Information System ](“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

|  |  |
| --- | --- |
| Article 1. Contract Documents | 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract: |
|  | (a) This Contract Agreement and the Appendices attached to the Contract Agreement(b) Special Conditions of Contract(c) General Conditions of Contract(d) Technical Requirements (including Implementation Schedule)(e) The Supplier’s bid and Price Schedules (the last, if BAFO or Negotiations were used)(f) [ Add here: any other documents ] |
|  | 1.2 Order of Precedence (Reference GCC Clause 2)In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.1.3 Definitions (Reference GCC Clause 1)Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract. |
| Article 2. Contract Price and Terms of Payment | 2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [ insert: amount of foreign currency A in words ],[insert: amount in figures ],plus [ insert: amount of foreign currency B in words ],[insert: amount in figures ], plus [ insert: amount of foreign currency C in words ], [insert: amount in figures ], [ insert: amount of local currency in words ], [ insert: amount in figures ], as specified in the Grand Summary Price Schedule.The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified. |
| Article 3. Effective Date for Determining Time for Operational Acceptance | 3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3; |
|  | (c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract. |
| Article 4. Appendixes | 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement. |
|  | 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly. |

APPENDIXES

Appendix 1. Supplier’s Representative

Appendix 2. Adjudicator *[if there is no Adjudicator, state* ***“not applicable”****]*

Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Price Schedules (if any)

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

 in the capacity of [ insert: title or other appropriate designation ]

in the presence of

For and on behalf of the Supplier

Signed:

 in the capacity of [ insert: title or other appropriate designation ]

in the presence of

CONTRACT AGREEMENT

 dated the [ insert: number ]day of [ insert: month ], [ insert: year ]

BETWEEN

 [ insert: name of Purchaser ],“the Purchaser”

and

 [ insert: name of Supplier ], “the Supplier”

Appendix 1. Supplier’s Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier’s Representative is:

Name: [ insert: name and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date” ]

Title: [ if appropriate, insert: title ]

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: [ as appropriate, insert: personal delivery, postal, electronic mail, and/or EDI addresses. ]

Fallback address of the Supplier: [ as appropriate, insert: personal delivery, postal, electronic mail, and/or EDI addresses. ]

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: [ insert: name ]

Title: [ insert: title ]

Address: [ insert: postal address ]

Telephone: [ insert: telephone ]

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [ insert: hourly fees ]

Reimbursable Expenses: [ list: reimbursables ]

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[ specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary. ]

|  |  |  |
| --- | --- | --- |
| Item | Approved Subcontractors | Place of Registration |
|  |  |  |
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Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

|  | (select one per item) | (select one per item) |
| --- | --- | --- |
| Software Item | System Software | General-Purpose Software | Application Software | Standard Software | Custom Software |
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Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

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| --- |
| Custom Materials |
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Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier’s Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier’s bid price, pursuant to the ITB Clauses 30.3 and 38.2.

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

2. Performance and Advance Payment Security Forms

 2.1 Performance Security Form (Bank Guarantee)

 **(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert:* ***Bank’s Name, and Address of Issuing Branch or Office****]*

**Beneficiary:** [*insert:* ***Name and Address of Purchaser****]*

**Date:** *[insert:* ***date****]*

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

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

We have been informed that on *[insert:* ***date of award****]* you awarded Contract No. *[insert:* ***Contract number****]* for *[insert:* ***title and/or brief description of the Contract****]* (hereinafter called "the Contract") to *[insert:* ***complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture****]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant , we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert:* ***amount(s)****[[11]](#footnote-12)* ***in figures and words****]* such sum being payable in the types and proportions of currencies which the Contract Price is payableupon receipt by us of the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert:* ***amount(s)***1 ***in figures and words****].* This remaining guarantee shall expire no later than *[insert:* ***number*** *and select:* ***of months/of years*** *(of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,*[[12]](#footnote-13)* and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

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

*[Signature(s)]*

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

2.2 Advance Payment Security

Bank Guarantee

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert:* ***Name and Address of Purchaser****]*

**Date:** *[****insert date of issue****]*

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

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

We have been informed that on *[insert:* ***date of award****]* you awarded Contract No. *[insert:* ***Contract number****]* for *[insert:* ***title and/or brief description of the Contract****]* (hereinafter called "the Contract") to *[insert:* ***complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture****]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [insert: amount in numbers and words, for each currency of the advance payment] is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[13]](#footnote-14)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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

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

3. Installation and Acceptance Certificates

3. Installation and Acceptance Certificates

3.1 Installation Certificate

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name and number of Contract]

To: [ insert: name and address of Supplier]

Dear Sir or Madam:

 Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the [ insert: name of Purchaser ](hereinafter the “Purchaser”) dated [ insert: date of Contract ], relating to the [ insert: brief description of the Information System ], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: [ insert: description]

2. Date of Installation: [ insert: date]

 Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: “Project Manager” or state the title of a higher-level authority in the Purchaser’s organization ].

3.2 Operational Acceptance Certificate

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name and address of Supplier ]

Dear Sir or Madam:

 Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the [ insert: name of Purchaser ] (hereinafter the “Purchaser”) dated [ insert: date of Contract ], relating to the [ insert: brief description of the Information System ], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [ insert: description ]

2. Date of Operational Acceptance: [ insert: date ]

 This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: “Project Manager” or higher-level authority in the Purchaser’s organization ]

4. Change Order Procedures and Forms

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name or System or Subsystem and number of Contract]

**General**

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

**Change Order Log**

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

**References to Changes**

(1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.

(2) Change Estimate Proposals shall be numbered CN-nnn.

(3) Estimate Acceptances shall be numbered CA-nnn.

(4) Change Proposals shall be numbered CP-nnn.

(5) Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

**Annexes**

4.1 Request for Change Proposal Form

4.2 Change Estimate Proposal Form

4.3 Estimate Acceptance Form

4.4 Change Proposal Form

4.5 Change Order Form

4.6 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem or number of Contract]

To: [ insert: name of Supplier and address]

Attention: [ insert: name and title]

Dear Sir or Madam:

 With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [ insert: number] days of the date of this letter.

1. Title of Change: [ insert: title]

2. Request for Change No./Rev.: [ insert: number]

3. Originator of Change: [ select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator]

4. Brief Description of Change: [ insert: description]

5. System (or Subsystem or major component affected by requested Change): [ insert: description]

6. Technical documents and/or drawings for the request of Change:

Document or Drawing No. Description

7. Detailed conditions or special requirements of the requested Change: [ insert: description ]

8. Procedures to be followed:

(a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.

(b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

(c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.

(d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.

(e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: “Project Manager” or higher-level authority in the Purchaser’s organization  ]

4.2 Change Estimate Proposal Form

(Supplier’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name of Purchaser and address]

 Attention: [ insert: name and title]

Dear Sir or Madam:

 With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: [ insert: title]

2. Request for Change No./Rev.: [ insert: number]

3. Brief Description of Change (including proposed implementation approach): [ insert: description ]

4. Schedule Impact of Change (initial estimate): [ insert: description]

5. Initial Cost Estimate for Implementing the Change: [*insert:* ***initial cost estimate****]*

6. Cost for Preparation of Change Proposal: [ insert: cost in the currencies of the Contract], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: “Supplier’s Representative” or other higher-level authority in the Supplier’s organization ]

4.3 Estimate Acceptance Form

(Purchaser’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name of Supplier and address]

Attention: **[** insert: name and title]

Dear Sir or Madam:

 We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [ insert: title]

2. Request for Change No./Rev.: [ insert: request number / revision]

3. Change Estimate Proposal No./Rev.: [ insert: proposal number / revision]

4. Estimate Acceptance No./Rev.: [ insert: estimate number / revision]

5. Brief Description of Change: [ insert: description]

6. Other Terms and Conditions:

 In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: “Project Manager” or higher-level authority in the Purchaser’s organization ]

4.4 Change Proposal Form

(Supplier’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name of Purchaser and address]

Attention: [ insert: name and title]

Dear Sir or Madam:

 In response to your Request for Change Proposal No. [ insert: number],we hereby submit our proposal as follows:

1. Title of Change: [ insert: name]

2. Change Proposal No./Rev.: [ insert: proposal number/revision]

3. Originator of Change: [ select: Purchaser / Supplier; and add: name]

4. Brief Description of Change: [ insert: description]

5. Reasons for Change: [ insert: reason]

6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [ insert: description]

7. Technical documents and/or drawings for the requested Change:

Document or Drawing No. Description

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [ insert: amount in currencies of Contract ], as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: [ insert: amount in days / weeks ]

10. Effect on the Functional Guarantees: [ insert: description]

11. Effect on the other terms and conditions of the Contract: [ insert: description]

12. Validity of this Proposal: for a period of [ insert: number] days after receipt of this Proposal by the Purchaser

13. Procedures to be followed:

(a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within [ insert: number] days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: “Supplier’s Representative” or other higher-level authority in the Supplier’s organization ]

4.5 Change Order Form

(Purchaser’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name of Supplier and address]

Attention: [ insert: name and title]

Dear Sir or Madam:

 We hereby approve the Change Order for the work specified in Change Proposal No. [ insert: number], and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [ insert: name]

2. Request for Change No./Rev.: [ insert: request number / revision]

3. Change Order No./Rev.: [ insert: order number / revision]

4. Originator of Change: [ select: Purchaser / Supplier; and add: name]

5. Authorized Price for the Change:

Ref. No.: [ insert: number] Date: [ insert: date ]

[ insert: amount in foreign currency A] plus [ insert: amount in foreign currency B] plus [ insert: amount in foreign currency C] plus [ insert: amount in local currency ]

6. Adjustment of Time for Achieving Operational Acceptance: [ insert: amount and description of adjustment ]

7. Other effects, if any: [ state: “none” or insert description ]

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [ state: “Project Manager” or higher-level authority in the Purchaser’s organization ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state “Supplier’s Representative” or higher-level authority in the Supplier’s organization]

4.6 Application for Change Proposal Form

(Supplier’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name of Purchaser and address]

Attention: [ insert: name and title ]

Dear Sir or Madam:

 We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [ insert: name]

2. Application for Change Proposal No./Rev.: [ insert: number / revision] dated: [ insert: date ]

3. Brief Description of Change: [ insert: description]

4. Reasons for Change: [ insert: description]

5. Order of Magnitude Estimation: [ insert: amount in currencies of the Contract]

6. Schedule Impact of Change: [ insert: description]

7. Effect on Functional Guarantees, if any: [ insert: description]

8. Appendix: [ insert: titles (if any); otherwise state “none” ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: “Supplier’s Representative” or higher-level authority in the Supplier’s organization ]

4.7 Application for Key Personnel Change Proposal Form

(Supplier’s Letterhead)

 Date: [ insert: date]

 Loan/Credit Number: [ insert: loan number from bidding]

 Bidding: [ insert: title and number of bidding]

 Contract: [ insert: name of System or Subsystem and number of Contract]

To: [ insert: name of Purchaser and address]

Attention: [ insert: name and title]

Dear Sir or Madam:

 We hereby propose that the Personnel listed below is changed. Please acknowledge acceptance of the proposed change.

1. Title of Position: [ insert: name]

2. Application for Change Proposal No./Rev.: [ insert: number / revision] dated: [ insert: date]

3. Brief Description of Personnel Change: [ insert: description]

4. Reasons for Change: [ insert: description]

5. Schedule Impact of Change: [ insert: description]

6. Appendix: [ insert: titles (if any); otherwise state “none” ]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [ state: “Supplier’s Representative” or higher-level authority in the Supplier’s organization ]

1. The Bank has two types of international public bidding documents (ICB): Request for Bids (RFB) that shall be used when the Borrower can specify in detail all the requirements, which allows firms to submit bids that meet the requirements established in the bidding document and where the evaluation criteria are normally expressed in monetary terms; and the Request for Proposals (RPF) to be used when the Borrower cannot clearly specify its requirements (in general, it is used for complex and innovative procurement), which allows firms to submit proposals that vary in the degree of compliance with the requirements established in the bidding document; in that case, the evaluation criteria usually include rated type criteria. [↑](#footnote-ref-2)
2. In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 3.21 of the Procurement Policies GN-2349-15. [↑](#footnote-ref-3)
3. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-4)
4. Control means the power to, directly or indirectly, direct or cause the direction of the management and policies of the companies or projects, whether through the ownership of voting shares, by contract or otherwise. It could include majority ownership of voting shares, other control mechanisms (such as “golden shares”, veto rights or shareholders’ agreements requesting special majorities) or, in the case of investment fund financing, the control exercised by a general partner or fund manager. Control will be determined in the context of each specific case. [↑](#footnote-ref-5)
5. A close relationship should be understood as being related up to the fourth degree of relationship by blood (consanguinity) or by adoption, or up to the second degree of relationship by marriage or domestic partnership (affinity). [↑](#footnote-ref-6)
6. Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Nonperformance shall not include contracts where Purchaser decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted. [↑](#footnote-ref-7)
7. This requirement also applies to contracts executed by the Applicant as JVCA member. [↑](#footnote-ref-8)
8. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, and role and responsibilities shall be considered to meet this requirement. [↑](#footnote-ref-9)
9. The amount of the Bond shall be denominated in the currency of the *Purchaser*’s Country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-10)
10. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-11)
11. *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-12)
12. *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.* [↑](#footnote-ref-13)
13. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-14)