**STANDARD PROCUREMENT**

**DOCUMENT**

**Request for Bids: Information Systems**

**Design, Supply and Installation**

**International Competitive Procurement**

**(Two-Envelope Bidding Process with e-Procurement)**

**(Without Prequalification)**



**Based on Oct 2017 version of SPD**

*[Insert email address]*

*[Insert web site address]*

**Bidding Document for Procurement of Information Systems**

**Design, Supply and Installation**

**(Two-Envelope Bidding Process with e-Procurement)**

**(Without Prequalification)**

**Procurement of:**

***[****insert identification of the IS]* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Purchaser:** *[insert the name of the Purchaser’s agency]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country: India**

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

**Issued on:** *[insert date when RFB is issued to the market]*

Bidding Document

**Summary**

**Specific Procurement Notice**

**Specific Procurement Notice - Request for Bids (RFB)**

The template attached is the Specific Procurement Notice for Request for Bids method, two-envelope e-Procurement Bidding process.

**Request for Bids - Information Systems Design, Supply, and Installation (Two-Envelope Bidding Process with e-Procurement and without prequalification)**

**PART 1 – BIDDING PROCEDURES**

**Section I - Instructions to Bidders (ITB)**

 This Section provides relevant information to help Bidders prepare their Bids. It is based on a two-envelope e-Procurement Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II - Bid Data Sheet (BDS)**

 This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

**Section III - Evaluation and Qualification Criteria**

This Section specifies which of the following methodology will be used to determine the Most Advantageous Bid. The methodology options are:

(a) where **rated criteria are used**: The Bidder that meets the qualification criteria and whose Bid:

(i) is substantially responsive, and

(ii) is the best evaluated Bid (i.e. the Bid with the highest combined technical/quality/price score); or

(b) where **rated criteria are not used**: The Bidder that meets the qualification criteria and whose Bid has been determined to be:

(i) substantially responsive to the bidding document, and

(ii) the lowest evaluated cost.

**Section IV - Bidding Forms**

 This Section contains the forms which are to be completed by the Bidder and submitted as part of the Bid

**Section V - Eligible Countries**

 This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

**PART 2 – PURCHASER’S REQUIREMENTS**

**Section VII - Requirements for the Information System**

 This Section contains Technical Requirements, Implementation Schedule, and System Inventory Tables, as well as Background and Informational Materials

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VIII - General Conditions of Contract (GCC)**

 This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

**Section IX - Special Conditions of Contract (SCC)**

 This Section consists of Part A, Contract Data which contains data, and Part B, Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

**Section X - Contractual Forms**

 This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Specific Procurement Notice – Request for Bids**

**Request for Bid**

**Information Systems**

**(Design, Supply and Installation)**

E-Procurement Notice

**(Two-Envelope e-Procurement Bidding Process)**

**Purchaser:** *[insert the name of the Purchaser’s agency]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country: India**

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

**Issued on:** *[insert date when RFB is issued to the market]*

1. The *[insert name of Borrower/Beneficiary/Recipient] [has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the [*insert name of project or grant*], and intends to apply part of the proceeds toward payments under the contract [[1]](#footnote-2)for [*insert title of contract*][[2]](#footnote-3). *[Insert if applicable: “*For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit.*”]*

2. The *[insert name of implementing agency]* now invites online Bids from eligible Bidders for *[insert brief description of Information System required, installation period, location, etc.][[3]](#footnote-4)*.

3. Bidding will be conducted through international competitive procurement using Request for Bids (RFB) as specified in the World Bank’s “[Procurement](http://www.worldbank.org/html/opr/procure/guidelin.html) Regulations for IPF Borrowers, July 2016 revised November 2017” *[modify if required, date/ month of applicable Procurement Regulations edition as per legal agreement]* (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations. In addition, please refer to paragraphs 3.14 and 3.15 setting forth the World Bank’s policy on conflict of interest.

4. The bidding document in English is available online ………… (website) for a nonrefundable fee[[4]](#footnote-5) of [*insert amount in Borrower’s currency or in a convertible currency*]. The method of payment will be [*insert method of payment*].[[5]](#footnote-6) Payment documents are to be submitted subsequently as per the procedure described in paragraph 8 below. Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA’s from the link ([www.cca.gov.in](http://www.cca.gov.in)). Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: ……... A non-refundable fee of Rs. xxxx/-(inclusive of tax) is required to be paid. The method of payment will be [*insert method of payment*].[[6]](#footnote-7) Payment documents are to be submitted subsequently as per the procedure described in paragraph 8 below.

6. Bids must be submitted online ………. (website) on or before *[insert time and date].* Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The electronic bidding system would not allow any late submission of bids. The “Technical Part” of the Bids will be publicly opened online in the presence of the Bidders’ designated representatives and anyone who chooses to attend at the address below *[state address at the end of this RFB]* on *[insert time and date[[7]](#footnote-8)]*.

7. All Bids must be accompanied by a *[insert “Bid Security” or “Bid-Securing Declaration,” as appropriate]* of *[insert amount in Indian Rs. or an equivalent amount in a freely convertible currency in case of a Bid Security.][[8]](#footnote-9)* The Bid Security documents are to be submitted subsequently as per the procedure described in paragraph 8 below.

8. The bidders are required to submit (a) original payment documents towards the cost of bid document and registration on e-procurement website (if not previously registered); (b) original bid security or bid securing declaration in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with …………………… (insert name and complete address) before the opening of the technical part of Bid given above, either by registered post/speed post/ courier or by hand, failing which such bids will be declared non-responsive and will not be opened.

9. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.

 10. *[Insert this paragraph if applicable in accordance with the Procurement Plan:* “Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.”*]*

11. The address (es) referred to above is (are): *[insert detailed address (es)]*

*[Insert name of office]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, postal code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

*[Insert web site address]*

**Table of Contents**

[Section I - Instructions to Bidders (ITB) 2](#_Toc510428508)

[Section II - Bid Data Sheet (BDS) 57](#_Toc510428509)

[Section III - Evaluation and Qualification Criteria 71](#_Toc510428510)

[Section IV - Bidding Forms 87](#_Toc510428511)

[Section V - Eligible Countries 137](#_Toc510428512)

[Section VI - Fraud and Corruption 139](#_Toc510428513)

[Section VII - Requirements of the Information System 142](#_Toc510428514)

[Section VIII - General Conditions of Contract 174](#_Toc510428515)

[Section IX - Special Conditions of Contract 253](#_Toc510428516)

[Section X - Contract Forms 288](#_Toc510428517)

PART 1 – Bidding Procedures

**Section I - Instructions to Bidders**

*(This Section of the Bidding Document supplemented with ‘E-Procurement Annexure to Instructions to Bidders’ provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also gives information on bid submission, opening and evaluation, and on the award of Contract.*

*‘E-Procurement Annexure to Instructions to Bidders’ to the Instructions to Bidders provides revised ITB clauses/ sub-clauses suitable for two envelope e-procurement process. Clauses/Sub-clauses specified in ‘E-Procurement Annexure to Instructions to Bidders’ replace the corresponding clauses listed in the Table below. The clauses so replaced have been crossed with strikethrough in the Table below for easy identification.)*

 A. General

|  |  |
| --- | --- |
| 1. Scope of Bid | * 1. The Purchaser, as indicated **in the 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 VII, Purchaser’s Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS.**
 |
|  | 1.2 Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract. |
|  | * 1. Throughout this bidding document:

the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;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.
 |
| 2. Source of Funds | 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS** toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued. 2.2 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 (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of 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. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds. |
| 3. Fraud and Corruption | 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
 |
|  | 1. In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
 |
| 4. Eligible Bidders | 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
 |
|  | 1. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

directly or indirectly controls, is controlled by or is under common control with another Bidder; or receives or has received any direct or indirect subsidy from another Bidder; orhas the same legal representative as another Bidder; orhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; orany 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; orany of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; orwould 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; orhas a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.  |
|  | 1. A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV 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.
 |
|  | 1. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
 |
|  | 1. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
 |
|  | 1. Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
 |
|  | 1. A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.
 |
|  | 1. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
 |
|  | 1. This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 15.2.
2. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
 |
|  | 1. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
 |
| 5. Eligible Goods and 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, a commercially recognized product results 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 CountriesSection VI - Fraud and Corruption**PART 2 - Purchaser’s Requirements**Section VII - Requirements of the IS, including:* Technical Requirements
* Implementation Schedule
* System Inventory Tables
* Background and Informational Materials

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

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. |
| ~~7. Clarification of Bidding Document, 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

|  |  |
| --- | --- |
| 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~~ | ~~11.1 The Bid submitted by the Bidder shall comprise the following:~~  |
|  | 1. **~~Letter of Bid~~** ~~prepared in accordance with ITB 12;~~
 |
|  | 1. **~~Price Schedules~~** ~~completed in accordance with ITB 12 and ITB 17;~~
 |
|  | 1. **~~Bid Security or Bid-Securing Declaration~~** ~~in accordance with ITB 20;~~
 |
|  | 1. **~~Alternative Bid:~~** ~~if permissible, in accordance with ITB 13;~~
 |
|  | 1. **~~Authorization:~~** ~~written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;~~
 |
|  | 1. **~~Eligibility of Information System:~~** ~~documentary evidence established in accordance with ITB 14.1 that the Information System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;~~
 |
|  | 1. **~~Bidder’s Eligibility:~~** ~~documentary evidence in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the contract if its Bid is accepted;~~
 |
|  | 1. **~~Conformity:~~** ~~documentary evidence established in accordance with ITB 16 that the Information System offered by the Bidder conform to the bidding document;~~
 |
|  | 1. **~~Subcontractors:~~** ~~list of subcontractors, in accordance with ITB 16.4;~~
 |
|  | 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;~~
 |
|  | ~~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.~~**
 |
|  | ~~11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members 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.~~  |
|  | ~~11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.~~ |
| ~~12. Letter of Bid and Price Schedules~~ | ~~12.1 The Bidder shall complete the Letter of Bid, including the appropriate 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 21.3. 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 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, 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 VII, 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 35. |
| 14. Documents Establishing the Eligibility of the Information System | 14.1 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. |
| 15. Documents Establishing the Eligibility and Qualifications of the Bidder | 15.1 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.15.2 In the event that prequalification of potential Bidders has been undertaken as stated **in 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.  |
| 16. Documents Establishing Conformity of the Information System | 1. Pursuant to ITB 11.1 (h), 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 17.2 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.
 |
| 17. Bid Prices  | 1. All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and 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 VII (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 VII), 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 31.3.
 |
|  | 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 17.5, 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 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.
 |
|  | 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).
 |
|  | 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.
 |
| 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.
 |
|  | 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**.
 |
|  | * 1. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
 |
|  | * 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:
 |
|  | * + 1. an unconditional guarantee issued by a non-bank financial institution (such as an insurance, bonding or surety company);
 |
|  | * + 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.
 |
|  | * 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.
 |
|  | * 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 48.
 |
|  | * 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.
 |
|  | * 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 47; or* 1. furnish a performance security in accordance with ITB 48.
 |
|  | * 1. The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
 |
|  | * 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: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48; 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.~~
 |
|  | 1. ~~In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.~~
2. ~~Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.~~
 |
| **~~D. Submission and Opening of Bids~~** |
| ~~22. Submission, Sealing and Marking of Bids~~ | 1. ~~The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:~~
	* 1. ~~in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and~~
		2. ~~in an envelope marked “COPIES”, all required copies of the Bid; and,~~
		3. ~~if alternative Bids are permitted in accordance with ITB 13, and if relevant:~~
2. ~~in an envelope marked “ORIGINAL – ALTERNATIVE BID”, the alternative Bid; and~~
3. ~~in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.~~
 |
|  | ~~22.2 The inner and outer envelopes shall:~~* + 1. ~~bear the name and address of the Bidder;~~
		2. ~~be addressed to the Purchaser in accordance with ITB 23.1;~~

~~(c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and~~~~(d) bear a warning not to open before the time and date for Bid opening.~~~~22.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.~~ |
| ~~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.~~ |
| ~~26. Bid Opening~~ | 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 the Bid Price(s), including any discounts and alternative Bids, and indicating whether there is 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. ~~Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified~~ **~~in the BDS~~**~~.~~
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. ~~the Bid Price, per lot if applicable, including any discounts;~~
10. ~~any alternative Bids; and~~
11. ~~the presence or absence of a Bid Security or a Bid-Securing Declaration.~~
12. ~~The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.~~
 |
| ~~E. Evaluation and Comparison of Bids~~ |
| ~~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 Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.~~ |
|  | ~~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 the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32. |
|  | 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. |
| 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.~~ ~~Determination of Responsiveness~~ | ~~30.1 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.~~ |
|  | ~~30.2 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.~~ |
|  | ~~30.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser’s Requirements have been met without any material deviation, reservation, or omission.~~ |
|  | ~~30.4 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 30.3 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 35.8, 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 39.3.~~ |
| ~~31. Nonmaterial Nonconformities~~ | ~~31.1 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.~~ |
|  | ~~31.2 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.~~ |
|  | ~~31.3 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~~**~~.~~ |
| ~~32. Correction of Arithmetical Errors~~ | ~~32.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:~~1. ~~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;~~
2. ~~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~~
3. ~~if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.~~
 |
|  | ~~32.2 A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.~~ |
| ~~33. Conversion to Single Currency~~  | ~~33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified~~ **~~in the BDS~~**~~.~~  |
| ~~34. Margin of Preference~~ | ~~34.1 No margin of domestic preference shall apply.~~  |
| ~~35. Evaluation of Bids~~ | ~~35.1 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 Examination~~~~35.2 The Purchaser will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors 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 Evaluation~~~~35.3 The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, 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) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;~~~~(g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.~~~~35.4 If specified~~ **~~in the BDS~~**~~, the Purchaser’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid~~~~35.5 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.~~ |
|  | ~~Economic Evaluation~~~~35.6 To evaluate a Bid, the Purchaser shall consider the following:~~1. ~~the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;~~
2. ~~price adjustment for correction of arithmetic errors in accordance with ITB 32.1;~~
3. ~~price adjustment due to discounts offered in accordance with ITB 26.8;~~
4. ~~converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and~~
5. ~~price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;~~
6. ~~the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.~~
 |
|  | ~~35.7 If price adjustment is allowed in accordance with ITB 17.9, 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.~~ |
|  | ~~35.8 The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:~~ |
|  | ~~(a) the Contract will be awarded to the Most Advantageous Bid 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~~**~~.~~ |
| ~~36. Comparison of Bids~~ | ~~36.1 The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.6 to determine the lowest evaluated cost.~~ |
| ~~37. 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.~~
 |
| ~~38. Unbalanced or Front Loaded Bids~~ | 1. ~~If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser’s opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the bidding document.~~
 |
|  | 1. ~~After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:~~
 |
|  | * + 1. ~~accept the Bid; or~~
		2. ~~if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or~~
		3. ~~reject the Bid.~~
 |
| ~~39. Eligibility and Qualification of the Bidder~~ | 1. ~~The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and 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 15.~~
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 evaluated 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.~~
 |
| ~~40. 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.~~
 |
| ~~41. 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 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.~~
 |
| ~~42. Notification of Intention to Award~~  | ~~42.1 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:~~1. ~~the name and address of the Bidder submitting the successful Bid;~~
2. ~~the Contract price of the successful Bid;~~
3. ~~the total combined score of the successful Bid;~~
4. ~~the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable);~~
5. ~~a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;~~
6. ~~the expiry date of the Standstill Period; and~~
7. ~~instructions on how to request a debriefing or submit a complaint during the standstill period;~~
 |
|  | **~~F. Award of Contract~~** |
| ~~43. Award Criteria~~ | ~~43.1 Subject to ITB 40, 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. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined i~~**~~n the BDS~~**~~. The methodology options are:~~~~(a) when~~ **~~rated criteria are used~~**~~: The Bidder that meets the qualification criteria and whose Bid:~~~~(i) is substantially responsive; and~~ ~~(ii) is the best evaluated Bid (i.e. the Bid with the highest combined technical/quality/price score); or~~~~(b) when~~ **~~rated criteria are not used~~**~~: The Bidder that meets the qualification criteria and whose Bid has been determined to be:~~~~(i) substantially responsive to the bidding document; and~~~~(ii) the lowest evaluated cost.~~  |
| ~~44. Purchaser’s Right to Vary Quantities at Time of Award~~ | ~~44.1 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.~~**  |
| ~~45. Notification of Award~~ | ~~45.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification 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”).~~  |
|  | ~~45.2 Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:~~ * + - * 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. ~~name of Bidders whose Bids were rejected and the reasons for their rejection;~~
				5. ~~the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and~~
				6. ~~successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.~~

~~45.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.~~~~45.4 Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.~~ |
| ~~46. Debriefing by the Purchaser~~ | ~~46.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 42, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.~~~~46.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.~~ ~~46.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.~~ ~~46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.~~  |
| **~~47. Signing of Contract~~** | ~~47.1 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.~~ |
|  | ~~47.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.~~ |
|  | ~~47.3 Notwithstanding ITB 47.2 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.~~  |
| ~~48. Performance Security~~ | ~~48.1 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, subject to ITB 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser’s Country.~~ |
|  | ~~48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.~~ |
| ~~49. Adjudicator~~ | ~~49.1 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.~~ |
| ~~50. Procurement Related Complaint~~ | ~~50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.~~ |

|  |
| --- |
| **E-Procurement Annexure to Instructions to Bidders***(This ‘E-Procurement Annexure’ provides revised ITB clauses/sub-clauses suitable for two-envelope e-procurement process. These clauses replace the corresponding original ITB clauses which have been crossed with strikethrough in the above table for easy identification.)* |
| 7. Clarification of the Bidding Document, Site Visit, Pre-bid Meeting | 1. The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification of the Bidding Document may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond 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.** Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the Bidding Document, the Purchaser shall amend the Bidding Document following the procedure under ITB 8 and ITB 23.2. It is the bidder’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
 |
|  | 1. The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Purchaser.
 |
|  | 1. 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, shall be uploaded on the e-procurement system for information of all Bidders without identifying the source of request for clarification. 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 following the procedure under ITB 8 and ITB 23.2, and not through the minutes of the pre-Bid meeting.
 |
| 8. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda. The addenda will appear on the e-procurement system under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS.**
	2. Any addendum thus issued shall be part of the Bidding Document and shall be deemed to have been communicated to all the bidders.
	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.
 |
| 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.
	2. The **Technical Part** shall contain the following:

Letter of Bid - Technical Part: prepared in accordance with ITB 12;Bid Security or Bid-Securing Declaration: in accordance with ITB 20;Alternative Bid - Technical Part: if permissible in accordance with ITB 13;* + 1. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3, and in accordance with ITB 21.4 in case of a JV;

Eligibility of Information System: documentary evidence established in accordance with ITB 15 that the Information System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;Bidder’s Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted; Conformity: documentary evidence in accordance with ITB 16, that the Information System offered by the Bidder conform to the bidding document; Subcontractors: list of subcontractors, in accordance with ITB 16.4;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;

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 any other document required in the BDS. * 1. The **Financial Part** shall contain the following:
		1. **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 17;
		2. **Price Schedules**: completed online in accordance with ITB 12 and ITB 17;

Alternative Bid - Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;any other document required in the BDS. * 1. The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.
	2. In addition to the requirements under ITB 11.2, Bids submitted by a JV 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.
	3. The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
 |
| 12. Process of Bid Preparation and Submission | * 1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part and appropriate 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 21.5. All blank spaces shall be filled in with the information requested.
	2. Entire Bid including the Letter of Bid – Technical Part, Letter of Bid – Financial Part and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the bid and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.
	3. **Submission of Original Documents:** The bidders are required to separately submit (i) original payment documents towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security or bid securing declaration as the case may be, in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which such bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.
 |
| 21. Format and Signing of Bid | * 1. The Bidder shall prepare the Bid as per details given in ITB 11 and ITB 22.
	2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
	3. The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.
	4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.
	5. Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.
 |
|  | **D. Online Submission and Opening of Bids** |
| 22. Online Submission of Bids | * 1. Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
	2. The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security or bid securing declaration as the case may be.
	3. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
	4. Physical, E-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive
 |
| 23. Deadline for Submission of Bids | 1. Bids must be uploaded online no later than the date and time **specified** **in the** **BDS.**
2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 |
| 24. Late Bids | 1. The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
 |
| 25. Withdrawal, Substitution, and Modification of Bids  | * 1. A Bidder may modify its bid by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw the bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw its bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if **specified in BDS**).
	2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall not be opened.
	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 – Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereof.
 |
|  | **E. Public Opening of Technical Parts of Bids** |
| 26. Public Opening of Technical Parts of Bids | * 1. The Purchaser shall publicly open Technical Parts of all bids received by the deadline at the date, time and place **specified in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. The bidder’s names and such other details as the Purchaser may consider appropriate, will be notified online at the time of bid opening of the Technical Part of the bids.

In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the same time and venue on the next working day* 1. The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed such as (a) the name of the Bidder; (b) presence or absence of a Bid Security or Bid-Securing Declaration; and (c) if applicable, any Alternative Bid - Technical Part, and upload the same for viewing online.
	2. Only Technical Parts of Bids, and Alternative Bids – Technical Parts if permitted in ITB 13, that are opened at Bid opening shall be considered further for evaluation.
 |
|  | **F. Evaluation of Bids – General Provisions** |
| 27. Confidentiality | * 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 Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45.
 |
|  | * 1. 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.
 |
|  | * 1. 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.
 |
| 30. Nonmaterial Nonconformities | 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.
 |
|  | 1. 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.
 |
|  | 1. 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. In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 32, ITB 33, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
 |
| 32. Determination of Responsiveness | 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.
 |
|  | 1. 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; or1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
 |
|  | 1. The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser’s Requirements have been met without any material deviation, reservation, or omission.
 |
|  | 1. 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 35.6 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 35.6, 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 42.3. |
| 33. Evaluation and Qualification of the Bidders | * 1. The Purchaser shall determine, to its satisfaction, whether the eligible Bidders, whose Bids – Technical Parts have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

Preliminary Examination1. The Purchaser will examine the bids, to determine whether they have been properly signed, 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).

Technical Evaluation1. The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, 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) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;(g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.* 1. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than manufacturers and subcontractors proposed by the Bidder for major items of supply or services listed by the purchaser in the bidding document, and evaluated for their acceptability), or any other firm(s) different from the Bidder.
	2. If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	3. Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria (Technical Part) shall have the Financial Parts of their Bids opened at the second public opening.
 |
|  | **H. Public Opening of Financial Parts of Bids** |
| 34. 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 who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, 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 Financial Part of the Bid shall not be opened; and
		3. notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.
	2. The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:
		1. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
		2. their Financial Part of Bid will be opened at the public opening of Financial Parts;
		3. notify them of the date, time and location of the public opening of the Financial Parts of the Bids, as **specified in the BDS**.
	3. 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, and this could also be viewed by the bidders online. The bidder’s names, the Bid prices per lot (contract) if applicable, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.
	4. The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.
 |
|  | **I. Evaluation of Financial Parts of Bids** |
| 35. Evaluation of Financial 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.
2. If **specified in the BDS**, the Purchaser’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.
3. 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.
 |
|  | 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 36.1;
4. price adjustment due to discounts offered in accordance with ITB 34.3;
5. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and
6. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
7. the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
 |
|  | 1. If price adjustment is allowed in accordance with ITB 17.9, 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:
 |
|  | * + 1. the Contract will be awarded to the Most Advantageous Bid for the entire Information System; or
		2. 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**. |
| 36. Correction of Arithmetical Errors | * 1. The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.
 |
| 37. Conversion to Single Currency  | 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.
 |
| 38. Margin of Preference | 1. No margin of domestic preference shall apply.
 |
| 39. Comparison of Bids | 1. The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.4 to determine the lowest evaluated cost.
 |
| 40. 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.
 |
| 41. Unbalanced or Front Loaded Bids | 1. If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser’s opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the bidding document.
 |
|  | 1. After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:
 |
|  | * + 1. accept the Bid without any additional Performance Security; or
		2. if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or
		3. reject the Bid, if the risk cannot be mitigated through additional performance security.
 |
| 42. Eligibility and Qualification of the Bidder | 1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and 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 15.
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 evaluated 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.
 |
| 43. 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 documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
 |
| 44. 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 49. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
 |
| 45. 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 total combined score of the successful Bid;
5. the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable);
6. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
7. the expiry date of the Standstill Period; and
8. instructions on how to request a debriefing or submit a complaint during the standstill period.
 |
|  | **J. Award of Contract** |
| 46. Award Criteria | 1. Subject to ITB 43, 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. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined i**n the BDS**. The methodology options are:

(a) when **rated criteria are used**: The Bidder that meets the qualification criteria and whose Bid:(i) is substantially responsive; and (ii) is the best evaluated Bid (i.e. the Bid with the highest combined technical/quality/price score); or(b) when **rated criteria are not used**: The Bidder that meets the qualification criteria and whose Bid has been determined to be:(i) substantially responsive to the bidding document; and(ii) the lowest evaluated cost.  |
| 47. 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.**
 |
| 48. Notification of Award | 1. Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 44.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification 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. name of Bidders whose Bids were rejected and the reasons for their rejection;
				5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
				6. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 50.1.
2. The Contract Award Notice shall be published on the e-portal or on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal [https://eprocure.gov.in/cppp/](https://eprocure.gov.in/cpppp/)) or 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.
 |
| 49. Debriefing by the Purchaser | 1. On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 45, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
2. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
3. Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
 |
| 50. 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 alongwith (a) the performance security in accordance with ITB Clause 51; and (b) if the successful bidder is a JV, the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement.
 |
|  | 1. Notwithstanding ITB 50.2 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.
 |
| 51. 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, subject to ITB 41.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser’s Country. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
 |
|  | 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.
 |
| 52. 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.
 |
| 53. Procurement Related Complaint | 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) as well as E-Procurement Annexure to ITB. Whenever there is a conflict, the provisions herein shall prevail over those in ITB as well as E-Procurement Annexure to 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]*

|  |  |
| --- | --- |
| **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 RFB is: ***[insert name of the RFB]*** The number and identification of lots (contracts)comprising this RFB is: **[*insert number and identification of lots (contracts)]*** ***[Note: where packaging involves a large number of lots for independent, multi-site or multifunction Information Systems, then a clear and recognizable numbering system that clearly and easily distinguishes between the resultant Contracts should be used. This will prevent confusion and consequent delay at various stages.]***  |
| **ITB 1.3 (a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is: Government of India ***[modify name of the Borrower (if differently indicated in the Loan or Financing Agreement) and insert statement of relationship with the Purchaser, if different from the Borrower. This insertion should correspond to the information provided in the Request for Bids]*** Loan or Financing Agreement amount: ***[insert US$ equivalent]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The name of the Project is: ***[insert name of the project]***  |
| **ITB 4.1**  | Maximum number of members in the JV shall be: ***[insert a number]****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| ITB 4.5 | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
| ITB 4.11 | Deleted. |
| **B. Bidding Document** |
| **ITB 7.1** | **Electronic – Procurement System**The Purchaser shall use the following electronic-procurement system to manage this Bidding process:***[insert name of the e-system and url address or link]***Requests for clarification should be received by the Purchaser no later than: ***[insert no. of days].*** |
| **ITB 7.4** | A Pre-Bid meeting\_\_\_\_\_\_\_\_\_ ***\_\_\_\_\_\_\_\_\_\_\_[insert “shall” or “shall not”]*** take place at the following date, time and place:Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ A site visit conducted by the Purchaser ***\_\_\_\_\_\_\_\_\_\_\_[insert “shall be” or “shall not be”]*** organized.***[Note: it is quite difficult for Purchasers to describe perfectly their Information System requirements. The rapid pace of change in the IT sector also means that bidders often have constructive, more up-to-date questions and suggestions to make regarding the Purchaser’s requirements. Pre-bid meeting is therefore desirable for major Information Systems procurements. The date of the pre-bid meeting, should allow adequate time for Bidders to study the Bidding Documents, prepare queries, and obtain any necessary visa and travel documents etc.]*** |
| **ITB 8.1** | The addendum will appear on the e-procurement system under ………..and email notification is also automatically sent to those bidders who have started working on this tender.***[Note – insert/ modify the above if any change is required in the provisions of ITB 8.1, otherwise delete this BDS entry]*** |
| **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: EnglishAll correspondence exchange shall be in English language.Language for translation of supporting documents and printed literature is English*.* |
| **ITB 11.2 (j)**  | The Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 11.2 that must be submitted with the Bid like Manufacturer’s authorization, Subcontractor Agreements, and others]*****(j)Manufacturer’s authorization:** if required, in the prescribed format.**(k) Subcontractor Agreements:** if required, in the prescribed format.***[Note: manufacturer’s authorization for major items of supply, and complex and critical technologies should always be required.]*** |
| **ITB 11.3 (d)** | The Bidder shall submit with its Bid the following additional documents:***[list any additional document not already listed in ITB 11.3 that must be submitted with the Bid]***   |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.  |
| **ITB 12.3** | For submission of original documents, the Purchaser’s address is: 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***] PIN/Postal Code: ………[***insert postal (PIN) code, if applicable***] Country: INDIA |
| **ITB 13.1** | ***[Note: retain only one of the following options]***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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ permitted.If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. ***[Note: insert whether alternatives to time schedule ‘shall be’ or ‘shall not be’ permitted, in consonance with the option selected in BDS ITB 13.1]*** |
| **ITB 13.4** | In ITB 13.4 replace the referred ‘ITB 35’ with ‘ITB 31 and ITB 35’ |
| **ITB 13.4** | Alternative technical solutions shall be permitted for the following parts of the Information System: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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.***[Note: insert the required information or mark it as ‘not applicable’, in consonance with the option selected in BDS ITB 13.1]*** |
| **ITB 15.2** | Prequalification has notbeen undertaken. |
| **ITB 16.1** | In ITB 16.1 replace the referred clause ‘ITB 11.1 (h)’ with ‘ITB 11.2 (g)’  |
| **ITB 16.2 (a)** | In addition to the topics described in ITB Clause 16.2 (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 and Technical Support Service Sub-Plan
6. Post-Warranty Service Plan (if required).

***[Note: these should be carefully specified. Successful performance of an information system contract requires that it is well planned and organized. Quality of a Bidder’s preliminary project plan and the people it offers to carry out its contractual obligations, management, technical, and other services are key to this success.]*** |
| **ITB 16.2(c)** | Add at the end of ITB 16.2(c) the following:**“**Supplies for any particular item in each schedule of the bid should be from one manufacturer only for the entire quantity required. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid other than alternative bids will be treated as non-responsive.*”* |
| **ITB 16.3** | 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 16.4** | **Note for Bidders:** Bidders to note that apart from other specified information and documents, bidders are also required to submit Manufacture’s Authorizations (and any Subcontractor Agreements) for major items of supply or services listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract. |
| **ITB 17.2** | The Bidder *[insert “must” or “must not”]* bid Recurrent Cost Items |
| **ITB 17.2 (a)** | The Bidder *[insert “must” or “must not”]* bid for contracts of Recurrent Cost Items not included in the main Contract. |
| **ITB 17.4** | In ITB 17.4 replace the referred clause ‘ITB 31.3’ with ‘ITB 30.3’  |
| **ITB 17.5** | The Incoterms edition is: Incoterms 2010 ***[if required, modify relevant edition].*** |
| **ITB 17.5 (a)** | ***[Note: the following clause should be inserted only if prices are also required to be quoted on CIF basis, otherwise this entry should be omitted]***Add the following sub-clause after ITB 17.5(a):(iii) in addition to the CIP price specified in ITB 17.5 (a), the price of the Goods manufactured outside the Purchaser’s Country shall also *CIF port of destination,* together with inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites quoted separately as specified in ITB 17.6*.* The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser, and shall not in any way limit the Purchaser’s right to contract on any of the terms offered. |
| **ITB 17.5 (a)** | Named place of destinationis:*\_\_* **[*insert named Place of destination as per Incoterm used]*** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 17.5 (b)** | In ITB 17.5(b) replace the word ‘sales’ with ‘GST’ in the fourth line; and replace the words ‘VAT or sales’ with ‘GST’ in sixth line.. |
| **ITB 17.6** | Named place of final destination (or Project site) is:\_\_\_\_\_\_\_\_\_ *[insert name of location where the IS are to be actually Installed]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 17.7** | In ITB 17.7 replace the word ‘VAT’ with ‘GST’ in the fourth line. |
| **ITB 17.8** | ITB 17.8 is modified as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_ [*otherwise state ‘There is no modification to ITB 17.8’*] |
| **ITB 17.9** | The prices quoted by the Bidder ***[insert “shall “or “***shall not***”] \_\_\_\_\_\_\_\_\_\_\_*** be subject to adjustment during the performance of the Contract. [***If price adjustment is required, then specify in SCC GCC 11, the exact formula that will apply, including the nature of the indices that will be used***]***[Note: in Information Systems procurement, the need for price adjustment is typically restricted only to (i) future labor costs for technical support and similar services; or (ii) if the Contract provides a substantial number of recurrent cost items following Operational Acceptance. In such cases, relevant price indices that accurately mirror the relevant price trends should be used as the basis of the adjustment.]*** |
| **ITB 17.10** | Add the following as sub-clause 17.10“**17.10 Tax/duty exemptions** Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the purchaser will not compensate the bidder.Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of Government of India’s relevant notifications along with its bid as per form stipulated in Section IV. If the bidder has considered the tax/duty exemption in its bid, the bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and liable to rejection”  |
| **ITB 18.1** | The Bidder is required to quote in Indian Rs. the portion of the Bid price that corresponds to expenditures incurred in Indian Rs. |
| **ITB 19.1** | The Bid validity period shall be \_\_\_\_\_\_\_\_***[insert the number of days that is a multiple of seven counting as of the deadline for Bid submission – say around 90 days]*** days. **[*Note: bid validity period should be sufficient to permit completion of the evaluation, Bank’s no objection (if applicable) and issuance of the Notification of Award. In most cases for straightforward Information Systems, ninety (90) days should be adequate, but whatever period is selected, it should be realistic so that requests for extensions are kept to the minimum. It should not exceed 120 days***] |
| **ITB 19.2** | In ITB 19.2 replace the words ‘twenty-eight days (28)’ with ‘forty-five days (45)’. |
| **ITB 19.3 (a)** | The Bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_ ***[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 another 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.]******[Note: using this Two-envelope Bidding process requires including Bid Security in the Bid - Technical Part.]***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 Bid security shall not be in the form of a Bid Bond. **[*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 (based on the lowest cost combination of bids) for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 20.3** | Replace the ITB 20.3 last paragraph with the following:“from a reputable source, and an eligible country. If an unconditional guarantee is issued by an institution located outside the Purchaser’s Country, the issuing institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable.” |
| **ITB 20.3 (c)** | Replace the existing ITB Sub-clause 20.3 (c) with the following:“20.3(c) a cashier’s or certified check or demand draft: or |
| **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 20.4** | Replace the last sentence of ITB 20.4 with the following:“The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.” |
| **ITB 20.6** | In ITB 20.6 replace the referred clause ‘ITB 48’ with ‘ITB 51’.  |
| **ITB 20.8 (a)**  | In ITB 20.8 (a) replace the words ‘Letter of Bid’ with ‘Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereto provided by the Bidder’ |
| **ITB 20.8 (b)** | In ITB 20.8(b)(i) replace the referred clause ‘ITB 47’ with ‘ITB 50’ In ITB 20.8(b)(ii)replace the referred clause ‘ITB 48’ with ‘ITB 51’  |
| **ITB 20.9** | In ITB 20.9 replace the referred clause ‘ITB 11.2’ with ‘ITB 11.5’  |
| **ITB 20.10** | In ITB 20.10(a) replace words ‘Letter of Bid‘ with ‘Letters of Bid‘.In ITB 20.10(b) replace the referred clause ‘ITB 47’ with ‘ITB 50’; and replace the referred clause ‘ITB 48’ with ‘ITB 51’  |
| **ITB 20.10** | [*Delete if not applicable:* *The following provision should be included and the required corresponding information inserted only if a Bid security is not required under provision ITB 19.1 and the Purchaser wishes to declare the Bidder ineligible to be awarded a contract for a period of time should the Bidder perform any of the actions mentioned in provision ITB 20.10 (a) and (b). Otherwise omit.]*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 e.g. three]*** years. |
| **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].*** *[Note: for example (a) ‘Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid’; and**(b) ‘Power of Attorney signed by legally authorized signatories of all the members’, in the case of Bids submitted by an existing or intended JV.]* |
| **D. Online Submission and Opening of Bids** |
| **ITB 22.1**  | Class of DSC required is:­­­­\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 23.1**  | **The deadline for uploading the Bids is:**Date: ***[insert day, month, and year, e.g. 15 June, 2017]*** 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*]***[Note: The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank.]* |
| **ITB 25.1** | Re-submission of the bid is ­­\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_****[Insert “allowed” or “not allowed”]***, if withdrawn. |
|  | **E. Public Opening of Technical Parts of Bids** |
| **ITB 26.1** | The online Bid opening 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: India Date: ***[insert day, month, and year, i.e. 15 June, 2017]*** Time: *[****insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.****]* ***[Date and time should be two days after the deadline for submission of Bids in ITB 23, to allow submission of original documents.]*** |
|  | **F. Evaluation of Bids – General Provisions** |
| **ITB 28** | In ITB 28 replace the referred clause ‘ITB 32’ with ‘ITB 36’ |
| **ITB 30.3** | The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. 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. |
|  | **H. Public Opening of Financial Parts of Bids** |
| **ITB 34.2(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 publish a notice of the public opening of the Financial Parts on its website ……………. [***insert address of the website***] |
|  | **I. Evaluation of Financial Parts of Bids**  |
| **ITB 35.2** | 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.]* 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.]****[Note: The main criterion to determine this weight for technical features depends on the requirements of the Information System being procured.**Rated Criteria may be useful (i) when high degree of professional judgment, project management, and risk management skills are required from the Supplier’s team; (ii) if the system includes complex application software packages with differences in functionality and ease of use; (iii) where the market shows significant differences between the quality and prices of packages etc.**Use of Rated Criteria may not be a good option (i) where markets have resulted in a few mature products with, basically, similar advanced features; (ii) straight forward procurement of even large amounts of standard technology and customary installation and maintenance services; (iii) off-the-shelf hardware/ software etc.**The number of scored features should be kept to a minimum. This will keep the evaluation process manageable and transparent. It will also prevent the dilution of weight of critical technical factors. The operative goal of the scoring scheme is for a bidder to be able to accurately forecast its own technical score.]*   |
| **ITB 35.4(f)** | Adjustment as referred to in paragraph 3.3(a) of Section III, Evaluation and Qualification Criteria, if applicable will be applied to bid price for bids offering delivery beyond the earliest delivery date: @ 0.5% per week or part of week. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date (beyond …….. months/ weeks) of stipulated delivery period will be treated as non-responsive.Discount Rate (I) for net present value calculation of recurrent costs as referred to in paragraph 3.3(b) of Section III, Evaluation and Qualification Criteria, if applicable is: ……. ***[insert discount rate]*** percent per annum.***[Note: The discount factor should be decided based on rate of inflation in India and should normally strip out the effects of inflation. Value of 5 to 8% may be typical]*** |
| **ITB 35.6** | 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 37.1** | 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: Indian Rs. The source of exchange rate shall be: BC selling market exchange rates established by the State Bank of India.***[modify if considered necessary to BC selling market exchange rates established by another scheduled commercial bank in India.]***The date for the exchange rate shall be: the deadline for submission of bids. ***[modify if considered necessary to another day, month and year, e.g. 15 June, 2016 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 40** | Provisions related to Abnormally Low Bids do not apply.[***Note: Omit this entry if provisions related to Abnormally Low Bids shall apply to this procurement***] |
| **ITB 42.3** | [***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*: [specify: measures that will be used in the evaluation of Bids, such as demonstration tests, performance benchmarks, documentation reviews, reference site visits, etc., and who will carry them out and how they will be conducted]*.***[Note: For demonstration or benchmark tests, specify full testing details and success criteria (alternatively, reference detailed discussion of testing in the Technical Requirements).]***  |
| **ITB 44** | The Standstill Period commences the day after the date the Purchaser has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder. However, where a Bidder has previously received notification, in accordance with ITB 34.1, that its Technical Part of Bid failed to meet the requirements of the bidding document, the Bidder will not receive a Notification of Intention to Award the Contract. |
| F. Award of Contract |
| **ITB 46** | The award will be made on the basis of ***[insert “rated” or “not rated” criteria]*** pursuant to ITB 35.2, if applicable, in accordance with Section III, Evaluation and Qualification Criteria. |
| **ITB 47** | 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 50.1** | The successful Bidder [*shall] or [shall not]* submit the Beneficial Ownership Disclosure Form.[***Note: the successful Bidder shall be asked to submit the Beneficial Ownership Disclosure Form, only if it is applicable in accordance with the Procurement Plan***] |
|  **ITB 52** | 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, fax, and other communications costs, as well as all costs associated with any trips to the site(s), if any.]******Note:****Institutions such as Indian Council of Arbitration (ICA) also maintain panel of experienced and trained adjudicators and if needed, such institutions could be approached for providing a list of potential adjudicators. If this option is to be used, above clause may be modified as:*“The Adjudicator proposed by the Purchaser is: ………… and has been identified from the list provided by …………. *[insert name of the Institution]*. The daily fee payable to Adjudicator is Rs……... as per the rules of the Institution.”  |
| **ITB 53.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:**For the attention**: *[insert full name of person receiving complaints]***Title/position**: *[insert title/position]***Purchaser**: *[insert name of Purchaser]***Email address***: [insert email address]***Fax number**: *[insert fax number]* ***delete if not used***In summary, a Procurement-related Complaint may challenge any of the following:1. the terms of the Bidding Documents; and
2. the Purchaser’s decision to award the contract.
 |

|  |
| --- |
| Section III - Evaluation and Qualification Criteria |

This Section contains 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.

In line with the two envelope bidding process, this section includes Evaluation and Qualification Criteria:

(i) Technical Part; and

(ii) Financial Part.

**1. Technical Part**

**1.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include apart from others (i) an examination of the technical aspects of the Bid in particular to confirm that all requirements of Section VII, Purchaser’s Requirements have been met without any material deviation, reservation, or omission; (ii) that the bid is technically complete and responsive in terms of ITB 33; and (iii) an assessment of the Bidder's experience and technical capacity to source information system technology and components, mobilize resources – finances, suppliers, manufacturers, sub-contractors, and qualified key personnel, for implementation of the Information System and timely achievement of specified performance parameters etc.

**1.2** In addition to the criteria listed in ITB 33.3 (a) to (e), the following factors shall apply:

**1.3 Technical alternatives**

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

……………………………………………………………………………………………………………………………………………………………………………………………………

**2. Qualification**

Pursuant to ITB 33, the Purchaser shall assess each Bid against the following Qualification Criteria.

| **Factor** | 2.1 Eligibility |
| --- | --- |
| Sub-Factor | Criteria | Documentation Required |
| Requirement | Bidder |
| **Single Entity** | Joint Venture (existing or intended) |
| **All members combined** | Each member | **At least one member** |
| 2.1.1 Nationality  | Nationality in accordance with ITB 4.4. | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI –2.1.1 and 2.1.2, with attachments |
| 2.1.2 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 |
| 2.1.3 Bank Ineligibility | Not having been declared ineligible by the Bank as described in ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement  | N / A | Letter of Bid |
| 2.1.4 State owned Entity of the Borrower country | Compliance with conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI –2.1.1 and 2.1.2, with attachments |
| 2.1.5 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 4.8 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Letter of Bid |

| **Factor** | 2.2 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** |

##

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| History of non-performing contracts | Non-performance of a contract[[9]](#footnote-10) 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 JV | N / A | Must meet requirement[[10]](#footnote-11)  | N / A | Form CON - 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 |
| 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 JV | N / A | Must meet requirement  | N / A | Form CON – 2 |

| **Factor** | 2.3 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** |
| 2.3.1 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 – 2.3.1 with attachments |
| 2.3.2 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 –2.3.2 |
| 2.3.3 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 –2.3.3 |

| **Factor** | 2.4 Experience |
| --- | --- |
| **Sub-Factor** | Criteria | Documentation Required |
| **Requirement** | Bidder |
| Single Entity | **Joint Venture (existing or intended)** |
| **All members combined** | **Each member** | **At least one member** |
| 2.4.1 General Experience  | Experience under Information System contracts in the role of prime supplier, management contractor, JV 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-2.4.1 |
| 2.4.2 Specific Experience | Participation as a prime supplier, management contractor, JV[[11]](#footnote-12) 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 VII, Purchaser’s Requirements* | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic  | Form EXP 2.4.2 |
| Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: * 1. made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;
	2. record of poor performance such as abandoning the works, not properly completion or financial failures etc.
	3. consistent history of litigation or arbitration awards against the bidder or any member or the joint venture.
 |

**2.5 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 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.

The Bidder must not have in his employment:

[i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder’s spouse) of persons of the following Government Departments.

 ……………………..

[ii] without Government permission, any person who retired as gazetted officer within the last two years.

**2.6** **Subcontractors/vendors/manufacturers**

The capabilities of the manufacturers and subcontractors proposed by the Bidder for the major items of supply or services listed below and which the Bidder intends to purchase or subcontract, will also be evaluated for acceptability.

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.

**2.7 If Bidder is a Joint Venture**

(*delete this sub-para if JVs are not acceptable*)

1. The joint venture agreement should indicate precisely the role of the lead and all other members of JV in respect of relevant areas like planning, design, supply and installation of the Information System, key personnel etc., and financing. All members of JV should have active participation in the execution during the currency of the contract;
2. One of the members shall be nominated as the Representative; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members;
3. The Representative shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the Representative;
4. All members of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above;
5. The Joint Venture agreement shall not be cancelled or amended unilaterally without consent of the Purchaser and a statement to this effect should appear in the JV agreement;
6. In order for a Joint Venture or consortium to qualify, each of its members must meet the criteria listed in this Section and all members together must meet the qualification in full. Failure to comply with this requirement will result in rejection of the joint venture’s bid; and
7. In the event of any default by any member/(s) of Joint Venture, the other members shall accept the liability and execute the contract in full.

*(Modify as appropriate for each bid)*

**3. Financial Part**

**3.1 Combined Evaluation**

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 32.

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

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 Bid Price*C low* = the lowest of all Evaluated Bid Prices among responsive Bids*T* = the total Technical Score awarded to the Bid*Thigh* = the Technical Score achieved by the Bid that was scored best among all responsive Bids*X* = weight for the Price as specified in the BDS The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB 42. |
| 3.2 Technical Evaluation **(ITB 33.3 and ITB 33.4)**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**:(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 Section VII, Technical Requirements or proposed by the Bidder based on the Bidder’s experience.
2. Any sustainable procurement requirement if specified in Section VII- 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   |
|  |

**3.3 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 as **specified in the BDS 35.4(f)** 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 the BDS 35.4(f).**

**or** Option 2:

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

**(c) Alternatives – Financial Part**

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

……………………………………………………………………………………………………………………………………………………………………………………………………

**(d) Specific additional criteria in addition to ITB 35.4 (a) to (e)**

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

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

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

Table of Forms

[Letter of Bid 101](#_Toc454958443)

[Historical Contract Non-Performance and Pending Litigation 108](#_Toc454958444)

[Experience - General Experience 108](#_Toc454958445)

[Specific Experience 108](#_Toc454958446)

[Financial Situation 108](#_Toc454958447)

[Historical Financial Performance 108](#_Toc454958448)

[Average Annual Turnover 108](#_Toc454958449)

[Financial Resources 108](#_Toc454958450)

[Form of Bid Security (Bid Bond) 108](#_Toc454958451)

[Form of Bid-Securing Declaration 108](#_Toc454958452)

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 RFB process*]

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

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

We, the undersigned, hereby submit our Bid, in two parts, namely:

1. the Technical Part, and
2. the Financial Part

In submitting our Bid, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
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 4.7;
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 (or as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS ITB 23.1 (or 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 the bidding document;
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 4.3, other than alternative Bids submitted in accordance with ITB 13;
8. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
9. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
10. **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;
11. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
12. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
13. We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988”; and
14. **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed[[12]](#footnote-13) as Adjudicator, whose daily fees and biographical data are attached.

**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*]

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

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

**Appendix to Technical Part: Technical Proposal**

**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 JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:* Legal and financial autonomy
* Operation under commercial law
* Establishing that the Bidder is not under the supervision of the Purchaser

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 50.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

**Form ELI 2.1.2**

**Bidder’s JV Members Information Form**

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

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

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

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

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

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative informationName: *[insert name of JV’s Member authorized representative]*Address: *[insert address of JV’s Member authorized representative]*Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.6.8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 50.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

|  |  |  |  |
| --- | --- | --- | --- |
| **PARTICIPATION DETAILS** | **FIRM ‘A’****(Lead Partner)** | **FIRM ‘B’** | **FIRM ‘C’** |
| Financial |  |  |  |
| Name of the Banker(s) |  |  |  |
| Planning |  |  |  |
| Supply of information systems Equipment |  |  |  |
| Software/ development/ /integration/warranty/post warranty services etc. |  |  |  |
| Key Personnel |  |  |  |
| Execution of installation of the information systems(Give details on contribution of each partner and the controlling partner) |  |  |  |

The Joint Venture should indicate the details of participation as above.

**Form CON – 2**

Historical Contract Non-Performance and Pending Litigation

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

JV 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 2.2.1 of Section III, Evaluation Criteria  |
|  |  |  |  |
|  |  |  |  |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria |
| No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation CriteriaPending litigation in accordance with Sub-Factor 2.2.3 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 2.4.1**

Experience - General Experience

*[The following table shall be filled in for the Bidder and for each member of a Joint Venture]*

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

JV 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 – 2.4.2**

Specific Experience

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

JV 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$\_\_\_\_\_\_\_\_\_\_ |
| If member in a JV or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | US$\_\_\_\_\_\_\_ |
| Purchaser’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Telephone/fax number:E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP – 2.4.2 (cont.)**

**Specific Experience (cont.)**

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

JV 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 2.4.2 of Section III: |  |
| Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Key Activities | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form CCC**

Summary Sheet: Current Contract Commitments / Work in Progress

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

Bidders and each member to an 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./fax | 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 – 2.3.1**

Financial Situation

Historical Financial Performance

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

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

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

To be completed by the Bidder and, if JV, 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 JV, 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 – 2.3.2**

Average Annual Turnover

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

JV 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 2.3.2. This should be certified by a Chartered Accountant or a Professional with an equivalent internationally recognized title.

\*\*Apart from the overall table for the bidder including all JV members, this table shall also be repeated for each individual JV member.

**Form FIN 2.3.3**

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 member 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*] |
| **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*] |
| **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*] |
| **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*] |
| **5...** | **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*] |

Candidate Summary

|  |
| --- |
| Name of Bidder or member 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) |
|  | Fax | 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 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Declaration**

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Key Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert the number of days/week/months/ that this Key Personnel will be engaged]* |

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. my disqualification from participating in the Bid;
3. my dismissal from the contract.

**Name of Key Personnel: [*insert name*]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Technical Capabilities

|  |
| --- |
| Name of Bidder or member 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**: The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. 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. The Bidder shall include it in its bid, if so indicated in the BDS.

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

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

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

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 providing 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.

No company or firm or individual other than M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific RFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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 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 11.2(i), 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 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

List of Custom Materials

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

 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. 1  | Technical Requirement:*[ insert:* ***abbreviated description of Requirement****]* |
| Bidder’s technical reasons supporting compliance:  |
| Bidder’s cross references to supporting information in Technical Bid: |

|  |  |
| --- | --- |
| Tech. Require. No. 2  | 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 Request for Bids]*

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

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

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

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

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

Furthermore, we understand that, according to the Beneficiary’s, 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) forty-five 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)]*

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

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)]*

Bid 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) forty-five 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.]*

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.**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]***

We, the undersigned, hereby submit the second part of our Bid, the Bid Price Schedules. This accompanies the Letter of Bid - Technical Part.

In submitting our Bid, we make the following additional declarations

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. **Total Price**: The total price of our Bid, excluding any discounts offered in item (c) 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. We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988.”;
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 | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

**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*]

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

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

**Appendix to Financial Part: Price Schedules**

3. 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. Entire Bid including the Letter of Bid – Technical Part, Letter of Bid – Financial Part and filled-up Price Schedules shall be submitted online on e-procurement system. Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. If 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 36.

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 17 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 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 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 |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**3.7 Taxes and Duties**

**(See ITB Clauses 17.5 and ITB 17.7)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Description of Taxes/ duties levies etc.(GST and other similar taxes and duties/ fees applicable at the time of invoicing)[[13]](#footnote-14)  | Rate of Taxes/ duties/ levies applicable (%) | Amount on which Taxes/duties/ levies applicable | Taxes/dutieslevies payable |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Figures:**TOTAL |  |  |  |
| **Words:** |  |  |  |

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

**Declaration Regarding Tax/Duty Exemption for Information Technology materials**

**(Name of the Project)**

Bid No. …………………………

Description of item to be supplied …………………………………………………………………

............................................................................................................................................................

(Information for issue of certificate for claiming Tax/Duty exemption. Government Order/ Circular Number under which tax/duty Exemption is being sought: …………)

**(Bidder’s Name and Address):** **To**

**(Name of Purchaser**)

………………………….

Dear Sir:

1. We confirm that we are solely responsible for obtaining tax/duty benefit which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of the Government of India’s relevant Notifications.

|  |  |
| --- | --- |
| (A) (i) Value of import content of supply to be made by the Bidder: (Breakup of list of items to be imported with value attached) | \* Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(exchange rate on US$ = Rs. \_\_\_\_\_\_\_\_\_\_) |
| (B) (i) Name of the sub-contractor, if any, and whose name is to be included in the main Contract: |  |
|  (ii) Description, quantity and value of the goods to be supplied by the above sub-contractor: | Description \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Quantity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Value (Rs.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  (iii) Value of import content of supply to be made by the sub-contractor: (Breakup of list of items to be imported with value attached.) | Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(exchange rate on US$ = Rs. \_\_\_\_\_\_\_\_\_\_) |

(*The requirements listed above are as per*

*Current notifications. These may be modified,*

*as necessary, in terms of the rules in force*)

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

(Printed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Designation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Common Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\* Please attach details item-wise with cost, if there are more than one items.*

Section V - Eligible Countries

**Eligibility for the Provision of Information System**

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

Under ITB 4.8(a) and ITB 5.1:  *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.8(b) and ITB 5.1:  *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

**(Section VI shall not be modified)**

1. **Purpose**
	1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “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;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[14]](#footnote-15) (ii) to be a nominated[[15]](#footnote-16) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[16]](#footnote-17) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – Purchaser’s Requirements

Section VII - 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 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 8 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. Please refer to the Bank’s Procurement Regulations for IPF Borrowers and Sustainable procurement guidance notes/tool kit for further information. 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 activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. 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, or other details that 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 World Bank’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 World Bank 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 ITB 16.3.*

*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 requirements 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 146](#_Toc454958714)

[0.1 Acronym Table 146](#_Toc454958715)

[B. Functional, Architectural and Performance Requirements 148](#_Toc454958716)

[1.1 Legal and Regulatory Requirements to be met by the Information System 148](#_Toc454958717)

[1.2 Business Function Requirements to be met by the Information System 148](#_Toc454958718)

[1.3 Architectural Requirements to be met by the Information System 148](#_Toc454958719)

[1.4 Systems Administration and Management Functions Required to be met by the Information System 149](#_Toc454958720)

[1.5 Performance Requirements of the Information System 149](#_Toc454958721)

[C. Service Specifications – Supply & Install Items 149](#_Toc454958722)

[2.1 System Analysis, Design and Customization/Development 149](#_Toc454958723)

[2.2 Software Customization / Development 150](#_Toc454958724)

[2.3 System Integration (to other existing systems) 150](#_Toc454958725)

[2.4 Training and Training Materials 150](#_Toc454958726)

[2.5 Data Conversion and Migration 151](#_Toc454958727)

[2.6 Documentation Requirements 151](#_Toc454958728)

[2.7 Requirements of the Supplier’s Technical Team 151](#_Toc454958729)

[D. Technology Specifications – Supply & Install Items 152](#_Toc454958730)

[3.0 General Technical Requirements 152](#_Toc454958731)

[3.1 Computing Hardware Specifications 153](#_Toc454958732)

[3.2 Network and Communications Specifications 154](#_Toc454958733)

[3.3 Ancillary Hardware Specifications 154](#_Toc454958734)

[3.4 Standard Software Specifications 155](#_Toc454958735)

[3.5 Consumables 156](#_Toc454958736)

[3.6 Other Non-IT Goods 156](#_Toc454958737)

[E. Testing and Quality Assurance Requirements 156](#_Toc454958738)

[4.1 Inspections 156](#_Toc454958739)

[4.2 Pre-commissioning Tests 156](#_Toc454958740)

[4.3 Operational Acceptance Tests 157](#_Toc454958741)

[F. Service Specifications – Recurrent Cost Items 157](#_Toc454958742)

[5.1 Warranty Defect Repair 157](#_Toc454958743)

[5.2 Technical Support 157](#_Toc454958744)

[5.3 Requirements of the Supplier’s Technical Team 158](#_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 |
| --- | --- | --- |
|  |  |  |
|  | bps | bits per second |
|  | cps | characters per second |
|  | DBMS | Database Management System |
|  | DOS | Disk Operating System |
|  | dpi | dots per inch |
|  | Ethernet | IEEE 802.3 Standard LAN protocol |
|  | GB | gigabyte |
|  | Hz | Hertz (cycles per second) |
|  | IEEE | Institute of Electrical and Electronics Engineers |
|  | ISO | International Standards Organization |
|  | KB | kilobyte |
|  | kVA | Kilovolt ampere |
|  | LAN | Local area network |
|  | lpi | lines per inch |
|  | lpm | lines per minute |
|  | MB | megabyte |
|  | MTBF | Mean time between failures |
|  | NIC | Network interface card |
|  | NOS | Network operating system |
|  | ODBC | Open Database Connectivity |
|  | OLE | Object Linking and Embedding |
|  | OS | Operating system |
|  | PCL | Printer Command Language |
|  | ppm | pages per minute |
|  | PS | PostScript -- Adobe page description language |
|  | RAID | Redundant array of inexpensive disks |
|  | RAM | Random access memory |
|  | RISC | Reduced instruction-set computer |
|  | SCSI | Small Computer System Interface |
|  | SNMP | Simple Network Management Protocol |
|  | SQL | Structured Query Language |
|  | TCP/IP | Transmission Control Protocol / Internet Protocol |
|  | V | Volt |
|  | WLAN | Wireless LAN |

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 …

**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 …

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 …

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.]

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. ]

2.7 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 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.]

2.7.1.11 …

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 India.

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**”; 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 drawing**s; 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 Other Communications Equipment: [for example, specify: **modems; facsimile devices; modem and facsimile servers**, etc.]

3.2.4 Video Conferencing/Congress Equipment:

3.2.5. …

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. ]

3.3.4 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.]

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

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

**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.) ]

5.2.1.4 ….

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 …

**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 168](#_Toc454958754)

[B. Site Table(s) 169](#_Toc454958755)

[C. Table of Holidays and Other Non-Working Days 170](#_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 |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
| 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 ]* 108](#_Toc448759416)

[System Inventory Table (Recurrent Cost Items) *[ insert: identifying number ] – Warranty Period* 108](#_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 177](#_Toc252363466)

[0.1 The Purchaser 177](#_Toc252363467)

[0.2 The Purchaser’s Business Objectives for the Information System 177](#_Toc252363468)

[B. Informational Materials 177](#_Toc252363469)

[0.3 The Legal, Regulatory, and Normative Context for the Information System 177](#_Toc252363470)

[0.4 Existing Information Systems / Information Technologies Relevant to the Information System 177](#_Toc252363471)

[0.5 Available Training Facilities to Support the Implementation of the Information System 177](#_Toc252363472)

[0.6 Site Drawings and Site Survey Information Relevant to the Information System 178](#_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 VIII - General Conditions of Contract

## Table of Clauses

[A. Contract and Interpretation 183](#_Toc448588491)

[1. Definitions 183](#_Toc448588492)

[2. Contract Documents 191](#_Toc448588493)

[3. Interpretation 191](#_Toc448588494)

[4. Notices 194](#_Toc448588495)

[5. Governing Law 195](#_Toc448588496)

[6. Fraud and Corruption 195](#_Toc448588497)

[B. Subject Matter of Contract 195](#_Toc448588498)

[7. Scope of the System 195](#_Toc448588499)

[8. Time for Commencement and Operational Acceptance 196](#_Toc448588500)

[9. Supplier’s Responsibilities 196](#_Toc448588501)

[10. Purchaser’s Responsibilities 198](#_Toc448588502)

[C. Payment 200](#_Toc448588503)

[11. Contract Price 200](#_Toc448588504)

[12. Terms of Payment 200](#_Toc448588505)

[13. Securities 201](#_Toc448588506)

[14. Taxes and Duties 202](#_Toc448588507)

[D. Intellectual Property 203](#_Toc448588508)

[15. Copyright 203](#_Toc448588509)

[16. Software License Agreements 204](#_Toc448588510)

[17. Confidential Information 206](#_Toc448588511)

[E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 208](#_Toc448588512)

[18. Representatives 208](#_Toc448588513)

[19. Project Plan 210](#_Toc448588514)

[20. Subcontracting 211](#_Toc448588515)

[21. Design and Engineering 212](#_Toc448588516)

[22. Procurement, Delivery, and Transport 215](#_Toc448588517)

[23. Product Upgrades 217](#_Toc448588518)

[24. Implementation, Installation, and Other Services 218](#_Toc448588519)

[25. Inspections and Tests 219](#_Toc448588520)

[26. Installation of the System 219](#_Toc448588521)

[27. Commissioning and Operational Acceptance 220](#_Toc448588522)

[F. Guarantees and Liabilities 224](#_Toc448588523)

[28. Operational Acceptance Time Guarantee 224](#_Toc448588524)

[29. Defect Liability 225](#_Toc448588525)

[30. Functional Guarantees 228](#_Toc448588526)

[31. Intellectual Property Rights Warranty 229](#_Toc448588527)

[32. Intellectual Property Rights Indemnity 229](#_Toc448588528)

[33. Limitation of Liability 232](#_Toc448588529)

[G. Risk Distribution 232](#_Toc448588530)

[34. Transfer of Ownership 232](#_Toc448588531)

[35. Care of the System 233](#_Toc448588532)

[36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification 234](#_Toc448588533)

[37. Insurances 235](#_Toc448588534)

[38. Force Majeure 237](#_Toc448588535)

[H. Change in Contract Elements 239](#_Toc448588536)

[39. Changes to the System 239](#_Toc448588537)

[40. Extension of Time for Achieving Operational Acceptance 244](#_Toc448588538)

[41. Termination 245](#_Toc448588539)

[42. Assignment 252](#_Toc448588540)

[I. Settlement of Disputes 252](#_Toc448588541)

[43. Settlement of Disputes 252](#_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 VII of the bidding documents.(vii) “Implementation Schedule” means the Implementation Schedule in Section VII 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 Regulations” refers to the edition **specified in the SCC** of the World Bank “Procurement Regulations for IPF Borrowers”.(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) “The World Bank” (also called “The Bank”) means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).  |
|  | (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 World Bank as defined in the Procurement Regulations. (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, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions. |
|  | 4.1.1 Any notice sent by facsimile, 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 facsimile, 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, facsimile, 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. Fraud and Corruption  | 6.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Appendix to the GCC.6.2 The Purchaser requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.  |

B. Subject Matter of Contract

|  |  |
| --- | --- |
| 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. |
|  | 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

|  |  |
| --- | --- |
| 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

|  |  |
| --- | --- |
| 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

|  |  |
| --- | --- |
| 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 cable, facsimile, 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 cable, facsimile, 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

|  |  |
| --- | --- |
| 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

|  |  |
| --- | --- |
| 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

|  |  |
| --- | --- |
| 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 43 (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); or(c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix to the GCC, 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.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. |

**APPENDIX**

**Fraud and Corruption**

***(Text in this Appendix shall not be modified)***

1. **Purpose**
	1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “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;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[17]](#footnote-18) (ii) to be a nominated[[18]](#footnote-19) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[19]](#footnote-20) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Section IX - Special Conditions of Contract

## Table of Clauses

[A. Contract and Interpretation 260](#_Toc454979647)

[1. Definitions (GCC Clause 1) 260](#_Toc454979648)

[2. Notices ( GCC Clause 4) 261](#_Toc454979649)

[B. Subject Matter of Contract 261](#_Toc454979650)

[3. Scope of the System ( GCC Clause 7) 261](#_Toc454979651)

[4. Time for Commencement and Operational Acceptance ( GCC Clause 8) 262](#_Toc454979652)

[5. Supplier’s Responsibilities ( GCC Clause 9) 263](#_Toc454979653)

[C. Payment 263](#_Toc454979654)

[6. Contract Price ( GCC Clause 11) 263](#_Toc454979655)

[7. Terms of Payment ( GCC Clause 12) 264](#_Toc454979656)

[8. Securities ( GCC Clause 13) 266](#_Toc454979657)

[D. Intellectual Property 268](#_Toc454979658)

[9. Copyright ( GCC Clause 15) 268](#_Toc454979659)

[10. Software License Agreements ( GCC Clause 16) 272](#_Toc454979660)

[11. Confidential Information ( GCC Clause 17) 274](#_Toc454979661)

[E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 274](#_Toc454979662)

[12. Representatives ( GCC Clause 18) 274](#_Toc454979663)

[13. Project Plan ( GCC Clause 19) 275](#_Toc454979664)

[14. Design and Engineering ( GCC Clause 21) 276](#_Toc454979665)

[15. Product Upgrades ( GCC Clause 23) 276](#_Toc454979666)

[16. Inspections and Tests ( GCC Clause 25) 277](#_Toc454979667)

[17. Commissioning and Operational Acceptance ( GCC Clause 27) 277](#_Toc454979668)

[F. Guarantees and Liabilities 278](#_Toc454979669)

[18. Operational Acceptance Time Guarantee ( GCC Clause 28) 278](#_Toc454979670)

[19. Defect Liability ( GCC Clause 29) 279](#_Toc454979671)

[20. Functional Guarantees ( GCC Clause 30) 280](#_Toc454979672)

[G. Risk Distribution 281](#_Toc454979673)

[21. Insurances ( GCC Clause 37) 281](#_Toc454979674)

[H. Change in Contract Elements 282](#_Toc454979675)

[22. Changes to the System ( GCC Clause 39) 282](#_Toc454979676)

[I. Settlement of Disputes 283](#_Toc454979677)

[23. Settlement of Disputes (GCC Clause 43) 283](#_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 Agreement 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 ]. **Note:** If the Project Manager is not named in time for the preparation of the Bidding Documents, he/she must be named within fourteen days of the Effective Date as specified in Article 3 of the Contract Agreement, GCC Clause 18.1 refers.  |
|  GCC 1.1 (e) (i) | The Purchaser’s Country is: India. |
| GCC 1.1 (e) (iii) | The Project Site(s) is/are: [ insert: identity of site, street address, and city][Note: omit this SCC entry if project site is as specified in the Site Table in the Technical Requirements Section”]. |
| 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 4.1 | In GCC 4.1 include ‘cable, telegraph, telex,’ in between the words ‘special courier’ and ’facsimile’ |
| Add at the end of GCC 4.1 the following:“Oral instructions, if any shall be confirmed in writing within seven working days.”  |
| In GCC 4.1.1 include ‘cable, telegraph, telex,’ in between the words ‘any sent by’ and ’facsimile’. |
| In GCC 4.1.3 include ‘cable, telegraph, telex,’ in between the words ‘or sent by’ and ’facsimile’. |
| In GCC 4.1.4 include ‘cable, telex,’ in between the words ‘its postal’ and ’facsimile’. |
|  GCC 4.3 | Address of the Project Manager: [ as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, email, and/or EDI addresses. ]Fallback address of the Purchaser: [ as appropriate, insert: personal delivery, postal, ***cable, telegraph, telex*** facsimile, 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 ] |
| GCC 5.1 | The Contract shall be governed by and interpreted in accordance with the laws of India. |

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 or Post-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. |
| GCC 8.2 | Operational Acceptance will occur on or before: [insert: Operational Acceptance date consistent with the Implementation Schedule ***and any refinements made in the Agreed Project Plan***.] |

1. Supplier’s Responsibilities ( GCC Clause 9)

|  |  |
| --- | --- |
| GCC 9.1 | Add the following at the end of GCC Clause 9.1:“The employees of the Supplier and the Sub-Contractors in no case shall be treated as the employees of the Purchaser at any point of time.” |
| GCC 9.5 | Add the following at the end of GCC Clause 9.5: “Salient features of major labour and other laws that are applicable to manufacturing, installation and other construction industry in India are given as Annexure 1 to these General Conditions of Contract.” |
|  GCC 9.9 | [***Delete if not applicable***] Insert any sustainable procurement contractual provisions, if applicable. Refer to the World Bank Procurement Regulations for IPF Borrowers and the sustainable procurement guidance notes/toolkitThe following sustainable procurement contractual provisions apply:  |
| GCC 9.10 | The Supplier shall have the following additional responsibilities: *[as appropriate, insert:* ***additional responsibilities]****.**[****Note: if no other additional responsibilities are to be specified, omit this SCC entry****]*  |
| GCC 10.12 | The Purchaser shall have the following additional responsibilities: *[as appropriate, insert:* ***additional responsibilities****; or state:* ***“none”****].* |

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 month; (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: (i) In case of payments in Indian Rs, the interest rate that shall be applied is …. *%* (*insert a rate based on Prime Bank lending rate of State Bank of India)*(ii) In case of payments in foreign currency, the interest rate that shall be applied is …. *%* (*insert a rate based on the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate).* |
|  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 Indian Rs. for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the BC selling market exchange rates established by the State Bank of India. |

1. Securities ( GCC Clause 13)

|  |  |
| --- | --- |
| GCC 13.2.2 | The reduction in value and expiration of the Advance Payment Security are calculated as follows: *[state, for example:****“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 12.1.”****or**specify* ***a method of reduction of the value and expiration of the Advance Payment Security explicitly linked to major milestones and/or payments (see the following Note),*** *or**state* ***some other appropriate rule.*** *]***[Note:** *As an example for the first alternative, if the Advance Payment is 10% of the Contract Price, the reduction in value of the security is computed as the sum of all payments made after the Advance Payment, multiplied by 10, and divided by 90. The residual value of the security thus will be the original value of the security minus the computed reduction in value. This way, the Advance Payment Security gets recovered gradually over all remaining payments of the Contract, proportionally to the size of the actual payments (whether full or pro-rata), and will only expire with the last contractual payment made to the Supplier.* ***If this first alternative is to be used, omit this BDS entry altogether****.* *The second alternative could be used when Suppliers would face high mobilization costs, such as for putting a software development team in place at the Purchaser’s site(s). For instance, the provisions could state that half of the value of the security would be deemed as recovered when the Supplier’s team is in place, and the other half, when the hardware and packaged software has been delivered and installed. There may be other practical reasons to allow Suppliers an early recovery of the security linked to specific milestones and/or payments.*] |
|  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 13.3.4 |  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.]* |
| GCC 14.2 | In GCC 14.2 replace the words ‘value added or sales tax or stamp duty’ with ‘GST or stamp duty etc.’ in the fifth line. |
| GCC 14.3 | Add at the end of GCC 14.3 the following:“This will not apply to deemed export or similar benefits for which the supplier is solely responsible for obtaining such benefits.” |
| GCC 14.4 | Add at the end of GCC 14.4 the following:“However, these adjustments would be restricted to direct transactions between the Purchaser and the Supplier and not on procurement of raw materials, intermediary components etc. by the Supplier. Further, no adjustment of the Contract Price shall be made on account of variation in deemed export or similar benefits”. |

D. Intellectual Property

1. Copyright ( GCC Clause 15)

|  |  |
| --- | --- |
|  GCC 15.3 | The Purchaser may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier’s prior written consent, under the following circumstances:[ state: “none,” or else specify: circumstances ] *[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 | If not applicable, state: “There are no Special Conditions of Contract applicable to GCC Clause 15.5”, otherwise specify: “maximum number of days during which a separate escrow contract must be agreed upon with a reputable escrow agent and any specific rights and obligations that the Purchaser wishes to establish in advance.”***[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) | The Standard Software license shall be valid: “throughout India” (If coverage outside India is required for any specific reasons, specify: the geographical area coverage needed other than India, for example to cover the area in which the Purchaser’s business group operates in). |
|  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) | [Insert one of the following‘There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)’OR‘In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, [specify: categories of persons] subject to the same restrictions as are set forth in this Contract.’*]**[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 | ***[****Insert one of the following*There are no Special Conditions of Contract applicable to GCC Clause 16.2 or***The Supplier’s right to audit the Standard Software will be subject to the following terms: ………****]**[Note: The terms may for example include:**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;* *Or**The Purchaser will allow, under a pre-specified procedure, execution of embedded software functions under Supplier’s control, and unencumbered transmission of resulting information on software usage;* *Or**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.] |
| GCC 17.7 | The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for ….. [insert: ***number (x) years . If x is to be 3 years omit this SCC entry.***]. |

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-Plan;(f) Post-Warranty Service Plan (if applicable).Further 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******(iv)……………. [insert any other reports required]*** |
| 20. Subcontracting (GCC Clause 20) |
| GCC 20 | Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 20.” |

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. ]] |
| 22. Procurement, Delivery, and Transport (GCC Clause 22) |
| GCC 22.4.3 | The Supplier *[insert: “shall” or “shall not”]* be free to use transportation through carriers registered in any eligible country and *[insert: “shall” or “shall not”]* obtain insurance from any eligible source country. |
| GCC 22.5 | The Supplier shall provide the Purchaser with shipping and other documents [ state “as specified in the GCC,” or specify other documentation requirements as necessary and appropriate ]. |

1. Product Upgrades ( GCC Clause 23)

|  |  |
| --- | --- |
|  GCC 23.4 | The Supplier shall provide the Purchaser: [ state “as specified in the GCC,” or specify other requirements as necessary and appropriate ]. *[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 complete 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 more narrow set of Standard Software could be covered.]* |
| **24. Implementation, Installation, and Other Services (GCC Clause 24)** |
| GCC 24 | Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 24.”**Note:** The Services appropriate for a particular System may include maintenance services during the Post-Warranty Service Period. They may also include a prearranged amount or type of technical assistance (e.g., systems analysis or programming in relation to subsequent expansions of the System) or certain types of operation support, such as network management or ongoing data conversion. These should be specified in the Technical Requirement Section. |

1. Inspections and Tests ( GCC Clause 25)

|  |  |
| --- | --- |
|  GCC 25 | Insert: necessary and appropriate clauses, or state ‘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.]* |
| 26. Installation of the System (GCC Clause 26) |
| GCC 26 | Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 26.” |

1. Commissioning and Operational Acceptance ( GCC Clause 27)

|  |  |
| --- | --- |
|  GCC 27.2.1 | ***[****Insert one of the following*“There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.”***OR***“Operational Acceptance Testing shall be conducted in accordance with [specify: System or the Subsystems, the tests, the test procedures, and the required results for acceptance; alternatively reference the relevant section(s) of the Technical Requirements where acceptance testing details are given.“*]**[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. The rates specified here must be consistent with the related entries in the Bid Data Sheet especially if differing rates are used to discount prices in foreign and local currencies as a mechanism to account for high inflation in the local currency. 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 | Liquidated damages shall be assessed *[ state* ***“only with respect to achieving Operational Acceptance;”*** *otherwise, indicate:* ***at other milestones, such as Installation*** *].**[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 | For Software, exceptions or limitations to the Supplier’s warranty obligations shall be as follows: [ state: “None;” or specify: category or categories of Software and the corresponding exceptions or limitations ]. *[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, the World Bank 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 | ***[****Insert one of the following*“There are no Special Conditions of Contract applicable to GCC Clause 29.4.”OR*[ state:* ***“Warranty Period shall extend for ….. “ (****specify:* ***number of months other than 36 months;*** *or, if appropriate, specify* ***the periods that may apply to different types of technologies, e.g., hardware and software*** *].****[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 | [insert ‘There are no Special Conditions of Contract applicable to GCC Clause 29.10’ ORinsert ‘***During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within …….. days***’ (if it is different from 2 weeks)*]* **[*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 | Insert: necessary and appropriate clauses, or state ‘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(a) | Add at the end of GCC 37.1(a) the following:“, on all risk basis including war risks and strikes.” |
|  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) | *Insert:* ***necessary and appropriate clauses,*** *or state* ***“There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e)”****.* *For example:* 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 Third Party 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****].***Etc.** |
| GCC 37.7 | Add Clause GCC 37.7 as under:**“Appropriation of Insurance Proceeds**Should any loss or damage occur, the Supplier shall:a) initiate and pursue claim till settlement; andb) promptly make arrangements for repair and/or replacement of the damaged or lost item/s and ensure supply/commissioning in terms of the contract, irrespective of settlement of claim by the insurance company. Keeping in view the above the purchaser shall give, from time to time, written authorization to the insurance company to directly pay monies payable by the insurer to the supplier after excluding any payment including advances already paid by the purchaser in respect of those items, Such excluded payments will be payable to the Purchaser only and insurer will accordingly make the payment as advised by the purchaser from time to time. All subsequent payments, if any, due under the Contract, shall be regulated by the relevant terms of payment.”Modify the above as considered appropriate |

H. Change in Contract Elements

1. Changes to the System ( GCC Clause 39)

|  |  |
| --- | --- |
|  GCC 39.4 | Insert: “**Provisions related to Value Engineering do not apply.**”[*Note: complete and insert the following if GCC 39.4 is intended to be made applicable*“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.”  |
| GCC 41 | Normally, state “There are no Special Conditions of Contract applicable to GCC Clause 41.” |
| GCC 41.2.2 | Add the following as sub-clause 41.2.2(e)“in case of Joint Venture, has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Purchaser;” |

I. Settlement of Disputes

1. Settlement of Disputes (GCC Clause 43)

|  |  |
| --- | --- |
| GCC 43.1.4 | Name of the agreed Adjudicator ………………………………………... *(insert the agreed Name before signing contract)*.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.”].*[Note: if ITB 52 provides for an Adjudicator from list provided by an Institution, insert the name of the same institution as the appointing authority]* |
| GCC 43.2.3 | The rules of procedure for adhoc arbitration proceedings pursuant to GCC Clause 43.2.3 shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Indian Council of Arbitration/president of the Institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).(b) In the case of a dispute with a foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre of Alternative Dispute Resolution (India).(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the \*Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.(d) Arbitration proceedings shall be held at \_\_\_\_\_\_\_\_\_\_\_\_ India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the \*Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. *(\* Delete whichever is not applicable).****Alternatively*** *[Apart from the ad hoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to ‘ICA Rules of Conciliation’ by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber’s Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*Any dispute or difference whatsoever arising between the parties out of or relating to the design, development, supply, installation, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at\_\_\_\_\_\_\_\_\_\_, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].* Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |
| GCC 44 | *[The following clause has been followed by one of the projects while handing over the IS goods and equipment to the supplier for executing the Contract. If a similar provision is required, Purchaser may draft, similar clause(s) to suit the actual requirement, in consultation with the Bank.]***Sample Provision** |
| GCC 44.1 | Where the Purchaser hands over his equipment to the Supplier for executing the Contract, then the Supplier shall, at the time of taking delivery of the equipment through any dispatch documents, furnish trust Receipt for Information Systems and associated goods and also execute an Indemnity Bond in favour of the Purchaser in the form acceptable to the Purchaser for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. *(Samples of proforma for the Trust receipt and Indemnity Bond are enclosed under Section X: Contract Forms. The Purchaser shall also issue a separate Authorization Letter to the Supplier to enable him to take physical delivery of plant, equipment and materials from the Purchaser as per proforma enclosed under Section VIII (Bidding and Contract Forms and Procedures).)*  |

## Annexure 1

## Salient Features of Labour & Environment Protection Laws[[20]](#footnote-21)

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS

APPLICABLE TO ESTABLISHMENTS ENGAGED IN MANUFACTURE, INSTALLATION AND OTHER CONSTRUCTION WORK

|  |
| --- |
| 1. Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
2. Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years’ service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
3. Employees P.F. and Miscellaneous Provision Act 1952 (*since amended*): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.(ii) Deposit linked insurance on the death in harness of the worker.(iii) Payment of P.F. accumulation on retirement/death etc.1. Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
2. Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
3. Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
4. Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
5. Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
6. Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
7. Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.

 1. Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
2. Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
3. Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
4. Inter-State Migrant workmen’s (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
5. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
6. Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
7. Weekly Holidays Act -1942
8. Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
9. Employer’s Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
10. Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees’ State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
11. The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer’s liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
12. Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
 |

SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

|  |
| --- |
| 1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.
8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water(whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners’ rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.
 |

Section X - 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 World Bank 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 World Bank 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 299](#_Toc494372491)

[Beneficial Ownership Disclosure Form 303](#_Toc494372492)

[Letter of Acceptance 306](#_Toc494372493)

[1. Contract Agreement 308](#_Toc494372494)

[Appendix 1. Supplier’s Representative 312](#_Toc494372495)

[Appendix 2. Adjudicator 313](#_Toc494372496)

[Appendix 3. List of Approved Subcontractors 314](#_Toc494372497)

[Appendix 4. Categories of Software 321](#_Toc494372498)

[Appendix 5. Custom Materials 322](#_Toc494372499)

[Appendix 6. Revised Price Schedules 323](#_Toc494372500)

[Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments 324](#_Toc494372501)

[2. Performance and Advance Payment Security Forms 325](#_Toc494372502)

[2.1 Performance Security Form (Bank Guarantee) 326](#_Toc494372503)

[2.2 Advance Payment Security 328](#_Toc494372504)

[Bank Guarantee 328](#_Toc494372505)

[3. Installation and Acceptance Certificates 330](#_Toc494372506)

[3. Installation and Acceptance Certificates 330](#_Toc494372507)

[3.1 Installation Certificate 331](#_Toc494372508)

[3.2 Operational Acceptance Certificate 332](#_Toc494372509)

[4. Change Order Procedures and Forms 333](#_Toc494372510)

[4.1 Request for Change Proposal Form 335](#_Toc494372511)

[4.2 Change Estimate Proposal Form 337](#_Toc494372512)

[4.3 Estimate Acceptance Form 339](#_Toc494372513)

[4.4 Change Proposal Form 341](#_Toc494372514)

[4.5 Change Order Form 343](#_Toc494372515)

[4.6 Application for Change Proposal Form 348](#_Toc494372516)

Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

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

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

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

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

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

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

**Notification of Intention to Award**

**[Purchaser]:** *[insert the name of the Purchaser]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

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

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 Bidder*] |
| **Total combined score:** | [*insert the total combined score of the successful Bidder*] |

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****(If applicable)** | **Bid price** | **Evaluated Bid Cost**  | **Combined Score (if applicable)** |
| [*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 [*Delete if the combined score already reveals the reason*]**

|  |
| --- |
| ***[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. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Purchaser*]**Email address**: [*insert email address*]**Fax number**: [*insert fax number*] ***delete if not used***If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).**Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Purchaser*]**Email address**: [*insert email address*]**Fax number**: [*insert fax number*] ***delete if not used***At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.Further information:For more information see the “[Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](file:///F%3A%5C2.%20%20World%20Bank%202017%5C17.%20Tools%20and%20Templates%5CNIA%5Cget%20the%20address%20once%20it%20is%20published)” provides a useful explanation of the process, as well as a sample letter of complaint.In summary, there are four essential requirements:1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this procurement, 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 deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).
 |

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. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.  |

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[[21]](#footnote-22)

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

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

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

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

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

**Request for Bid No**.: [*insert identification*]

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

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

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

Letter of Acceptance

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

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* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 50.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

***[Choose one of the following statements:]***

We accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator[[22]](#footnote-23).

***[or]***

We do not accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 52 and GCC 43.1.4[[23]](#footnote-24).

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) Notification of Award(c) Special Conditions of Contract(d) General Conditions of Contract(e) Technical Requirements (including Implementation Schedule)(f) The Supplier’s bid (Technical Part and Financial Part) and original Price Schedules (g) [ Add here: any other documents e.g. ‘JV Agreements if applicable] |
|  | 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;(d) *[specify here:* ***any other conditions****.]*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, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses. ]

Fallback address of the Supplier: [ as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, 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.

*[Note: if ITB 52 provides for an Adjudicator from list provided by an institution, kindly state that ‘the daily fee and reimbursable expenses payable to the Adjudicator will be governed by rules of ………. [name of the Institution]].*

Appointment of Adjudicator

**Suggested Draft of** Letter of Appointment of Adjudicators

Sub:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of the Contract)

**To**

Name and address of the Adjudicator

1. We hereby confirm your appointment as adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

2. For administrative purpose\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*name of the officer representing the purchaser*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the purchaser and the contractor. The services will be required during the period of contract for the information systems project (Name of the Contract)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The Adjudicator shall visit the project site once in 3 (three) months till the completion of the IS work indicated above or as specifically requested by Purchaser/Supplier for the period upto the end of defects liability period with prior intimation to the Purchaser and the Supplier.. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the purchaser and Name of the Contractor*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

4. The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Purchaser and the Supplier so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in GCC/SCC Clause 29 of the Conditions of Contract is over.

5. The Adjudicator will be paid a fee of Rs.\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_only) per each day of visit at the project site. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the purchaser indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure incurred by him[ only for items valued above Rs. 500 each] against boarding, lodging and traveling expenses after performing the visit on each occasion. The Purchaser will make the admissible payment (both the Purchaser’s and the Supplier’s share) to the Adjudicator within 30 days of the receipt of the bill. The Supplier’s share on this account (half the paid amount) will be recovered by the Purchaser from the Supplier’s bills against the IS work.

6. In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to an from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

7. Procedures for resolution of disputes by the Adjudicator is described in the contract of \_\_\_\_\_\_\_\_\_\_\_\_\_(name of the contract) between the Purchaser and the Supplier vide clause GCC/SCC 43 of the Conditions of Contract. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

8. The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the project site, the Adjudicator will discuss the matter with the Purchaser and if necessary with the Supplier before arriving at any decision.

9. The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the purchaser and the contractor. The Adjudicator’s decision should be communicated in the form of a speaking order specifying the reasons.

10. The Adjudicator will agree that any manufacturing or construction firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part

Read and Agreed Name of Adjudicator

 Signature

Place:

Date:

Name of Purchaser

Signature of authorized representative of Purchaser

Name of the Supplier

Signature of authorized representative of Supplier

Attachment: Copy of contract document between the Purchaser and the Supplier and format for recommendation.

**SUMMARY OF AJUDICATIOR’S RESPONSIBILITIES**

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendations in a professional and timely manner(as per sample format)

**Sample Format of Adjudicator’s Recommendation**

**[Project Name]**

**Recommendation of Adjudicator**

Dispute No. XX [*NAME OF DISPUTE*]

Hearing Date:\_\_\_\_\_\_\_\_\_\_\_\_

**Dispute**

Description of dispute. A one or two sentence summation of the dispute.

**Supplier’s Position**

A short summation of the Supplier’s position as understood by the Adjudicator.

**Purchaser’s Position**

A short summation of the Purchaser’s position as understood by the Adjudicator.

**Recommendation**

The Adjudicator’s specific recommendation for settlement of the dispute. (*The recommended course is consistent with the explanation*).

**Explanation**

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*)

The Adjudicator’s description of how each recommendation was reached.

Respectfully submitted,

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

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

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 32.3 and 41.2.

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)****[[24]](#footnote-25)* ***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,*[[25]](#footnote-26)* 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****]*

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

**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][[26]](#footnote-27)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]*, *[insert year][[27]](#footnote-28)*, 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.

.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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- X-nnn.

(2) Change Estimate Proposals shall be numbered CN- X-nnn.

(3) Estimate Acceptances shall be numbered CA- X-nnn.

(4) Change Proposals shall be numbered CP- X-nnn.

(5) Change Orders shall be numbered CO- X-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Note: (a) Change Requests issued from the Purchaser’s Home Office and the site representatives of the Purchaser shall have the following respective references:

Home Office CR-H-nnn

Site CR-S-nnn

(b) The above number “nnn” is the same for a Change Request Proposal, a Change Estimate Proposal, an Estimate Acceptance, a Change Proposal and a Change Order

**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 Pending Agreement Change Order Form

4.7 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser’s Letterhead)

 Date: [ insert: date ]

 Loan/Credit Number: [ insert: loan or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 No…..*[ insert:* ***number of 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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 Pending Agreement Change Order Form**

(Purchaser’s Letterhead)

 Date: *[****insert:******date****]*

 Loan/Credit Number: *[****insert:******loan or credit number from RFB****]*

 RFB: *[* ***insert: title and number of RFB****]*

 Contract: *[ insert:* ***name of System or Sub-system and number of Contract****]*

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

Attention: *[****insert:******name and title****]*

Dear Sir or Madam:

 We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 39 of the Contract.

1. Title of Change: *[****insert:*** ***name****]*

2. Purchaser’s Request for Change No./Rev.: *[****insert: request number / revision****],* dated: *[****insert: date****]*

3. Supplier’s Change Proposal No./Rev.: *[****insert: number / revision****], dated: [****insert: date****]*

4. Brief Description of Change: *[****insert: description****]*

5. The System, Sub-system or equipment component affected by the requested Change: *[****insert: description****]*

6. Technical documents and/or Reference Drawings for the requested Change:

Document or Drawing No. Description

7. Adjustment of Time for Achieving Operational Acceptance: *[****insert: amount and description of adjustment****]*

8. Other effects, if any: ***[ state: “none****”; or* ***insert: description****]*

9. Other terms and conditions: *[****state:*** *“****none****”; or* ***insert:*** ***terms and conditions****]*

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  ]*

4.7 Application for Change Proposal Form

(Supplier’s Letterhead)

 Date: [ insert: date ]

 Loan/Credit Number: [ insert: loan or credit number from RFB ]

 RFB: [ insert: title and number of RFB ]

 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 ]

***[Following Forms (5, 6 and 7) are Sample Forms as used by one of the Projects; Purchaser should adapt them to suit his needs as required][[28]](#footnote-29)***

5. FORM OF TRUST RECEIPT FOR INFORMATION SYSTEMS AND ASSOCIATED GOODS RECEIVED

We M/s (supplier’s Name)..................................................................................having our Principal place of business at ...................................................having been awarded a Contract No...............……........... Dated.........………......................for (Contract Name)............................……………..............by (Name of purchaser) .............................................................

We do hereby acknowledge the receipt of the Information Systems and associated goods as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as “Trustee” of ........................... *(Name of Purchaser)*. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/ institution(s)/ Banks.

 For M/s ..............................................

 (Supplier’s Name)

Dated: ................................ (AUTHORISED SIGNATORY)

Place: ................................ SEAL OF COMPANY

**6a. FORM OF INDEMNITY BOND TO BE EXECUTEDBY THE SUPPLIER FOR THE INFORMATION SYSTEM HANDED OVER BY THE PURCHASER FOR PERFORMANCE OF ITS CONTRACT**

**(Entire Information System Consignment in one Lot)**

**(On non-Judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this ........................................ Day of .......................... 20 ..................... by ..........................*(Supplier’s legal Name)* a Company registered under the Companies Act, 1956/Partnership-firm/Proprietary concern having its Registered Office at ......................... (Hereinafter called as ‘Supplier’ or “Obligor” which expression shall include its successors and permitted assigns) in favour of .....................................*(Name of Purchaser)*, a Company incorporated under the Companies Act, 1956 having its Registered Office at .............................. and its project at ............................(hereinafter called “...........................”...{*Abbreviated name of the Purchaser*} which expression shall include its successors and assigns) :

WHEREAS ..................@................... has awarded to the Supplier a Contract for ..................vide its Notification of Award/Contract No.............dated................................. and its Amendment No. ........................................... and Amendment No. ......................... *(Applicable when amendments have been issued)* hereinafter called the Contract) in terms of which ..........@.......... is required to hand over various Equipments to the Supplier for execution of the Contract.

And WHEREAS by virtue of Clause No...................... of the said Contract, the Supplier is required to execute an Indemnity Bond in favour of ...........@...........for the Equipments handed over to it by .............@............. for the purpose of performance of the Contract/ Erection portion of the contract (hereinafter called the “Equipments”)

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at *(Currency and amount in Figures)*........................................................................ c*urrency and amount in words)*................................................................................ handed over to the Supplier for the purpose of performance of the Contract, the Supplier hereby undertakes to indemnify and shall keep .............@................... indemnified, for the full value of the Equipments. The Supplier hereby acknowledges actual receipt of the Information System etc. as pre despatch title documents handed over to the Supplier as detailed in the Schedule appended hereto. The Supplier shall hold such Information System etc. in trust as a “Trustee” for and on behalf of ................@.................... .

2. That the Supplier is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Information System at .............@............. Project site against all risks whatsoever till the ecumenist are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by ............@......... . The Supplier undertakes to keep ............@................ harmless against any loss or damage that may be caused to the equipments.

3. The Supplier undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Information System shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Supplier that non-observance of the obligations under this Indemnity Bond by the Supplier shall inter-alia constitute a criminal breach of trust on the part of the Supplier for all intents and purpose including legal/penal consequences.

4. That ..........@.......... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorized by him in this regard. Further, ............@........... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of the Supplier or any other person or on account of any reason whatsoever and the Supplier binds himself and undertakes to comply with the directions of demand of ..........@............. to return the equipments without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the equipments or the same or any part thereof is mis-utilized in any manner whatsoever, than the Supplier hereby agrees that the decision of the project manager of ...........@............. as to assessment of loss or damage to the Information System shall be final and binding on the Supplier. The Supplier binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to ..........@.......... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ............@............. against the Supplier under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Supplier shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ……………. @ ……………… then the above shall be void, but otherwise, it shall remain in full force and virtue.

*@ Fill in abbreviated name of the Purchaser*

IN WITNES WHEREOF, the Supplier has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

**SCHEDULE 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Particulars of the Equipments handed over | Quantity | Particulars ofDespatch titleDocuments | Value ofthe Equipments | Signature of Attorney in token of receipt |
|  |  | RR/GR/ Billof lading No & Date | Carrier |  |  |

**For and on behalf of**

...........................................

*(Supplier’s Name)*

**WITNESS**

1. 1. Signature ....................... Signature ...............................

 2. Name ............................. Name .....................................

 3. Address .......................... Designation of .......................

 Authorized representative \*

2. 1. Signature ........................

 (Common Seal)

 2. Name .............................. (In case of Company)

 3. Address ..........................

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

\* Indemnity Bonds are to be executed by the authorized person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bond, (iii) in case of (ii), the original Power of Attorney if it is specifically for this Contract or photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**6b. FORM OF INDEMNITY BOND TO BE EXECUTED**

**BY THE SUPPLIER FOR THE INFORMATION SYSTEM**

**HANDED OVER IN INSTALMENTS BY THE**

**PURCHASER FOR PERFORMANCE OF ITS CONTRACT**

**(On non-Judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this ........................................ day of .......................... 19 ..................... by ..........................*(Supplier’s Name)* a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its Registered Office at ......................... (Hereinafter called as ‘Supplier’ or “Obligor” which expression shall include its successors and permitted assigns) in favour of .....................................*(Name of Purchaser)*, a Company incorporated under the Companies Act, 1956 having its Registered Office at .............................. and its project at ............................(hereinafter called “...........................”...{*Abbreviated name of the Purchaser*} which expression shall include its successors and assigns) :

WHEREAS ..................@................... has awarded to the Supplier a Contract for ..................vide its Notification of Award/Contract No.............dated................................. and its Amendment No. ........................................... and Amendment No. ......................... *(Applicable when amendments have been issued)* hereinafter called the Contract) in terms of which ..........@.......... is required to hand over various Equipments to the Supplier for execution of the Contract.

And WHEREAS by virtue of Clause No...................... of the said Contract, the Supplier is required to execute an Indemnity Bond in favour of ...........@...........for the Equipments handed over to it by .............@............. for the purpose of performance of the Contract/ Erection portion of the contract (hereinafter called the “Equipments”)

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at *(Currency and amount in Figures)*........................................................................ c*urrency and amount in words)*................................................................................ to be handed over to the Supplier in installments from time to time for the purpose of performance of the Contract, the Supplier hereby undertakes to indemnify and shall keep .............@................... indemnified, for the full value of the Equipments. The Supplier hereby acknowledges actual receipt of the initial installment of the Information System etc. as per details in the Schedule appended hereto. Further, the Supplier agrees to acknowledge actual receipt of the subsequent installments of the equipments etc. as required by ............@.......... in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form an integral parts of this Bond. The Supplier shall hold such Information System etc. in trust as a “Trustee” for and on behalf of ................@.................... .

2. That the Supplier is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Information System at .............@............. Project site against all risks whatsoever till the equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by ............@......... . The Supplier undertakes to keep ............@................ harmless against any loss or damage that may be caused to the equipments.

3. The Supplier undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Information System shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Supplier that non-observance of the obligations under this Indemnity Bond by the Supplier shall inter-alia constitute a criminal breach of trust on the part of the Supplier for all intents and purpose including legal/penal consequences.

4. That ..........@.......... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorized by him in this regard. Further, ............@........... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of Supplier or any other person on account of any reason whatsoever and the Supplier binds himself and undertakes to comply with the directions of demand of ..........@............. to return the equipments without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the equipments or the same or any part thereof is mis-utilized in any manner whatsoever, than the Supplier hereby agrees that the decision of the project manager of ...........@............. as to assessment of loss or damage to the Information System shall be final and binding on the Supplier. The Supplier binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to ..........@.......... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ............@............. against the Supplier under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Supplier shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ………………..@ …………….. then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

*@ Fill in abbreviated name of the Purchaser*

IN WITNES WHEREOF, the Supplier has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

**SCHEDULE NO. 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Particulars of the Equipments handed over | Quantity | Particulars ofDespatch titleDocuments | Value ofthe Equipments | Signature of Attorney in token of receipt |
|  |  | RR/GR/ Billof lading No & Date | Carrier |  |  |

**For and on behalf of**

...........................................

*(Supplier’s Name)*

**WITNESS**

1. 1. Signature ....................... Signature ...............................

 2. Name ............................. Name .....................................

 3. Address .......................... Designation of .......................

 Authorized representative \*

2. 1. Signature ........................

 (Common Seal)

 2. Name .............................. (In case of Company)

 3. Address ..........................

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

\* Indemnity Bonds are to be executed by the authorized person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bond, (iii) in case of (ii), the original Power of Attorney if it is specifically for this Contract or photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**11. FORM OF AUTHORISATION LETTER**

**(NAME OF PURCHASER)**

**(PROJECT ................................ )**

REF. NO. :

DATE :

To,

M/s *(Supplier’s Name)* ...................................................................

Ref: Contract No....................... Dated..................................

 For ............................. Awarded by *(Name of Purchaser)*

Dear Sirs,

Kindly refer to Contract No................ Dated ................ For .....................*(Contract Name)* You are hereby authorized on behalf of ...................*(Name of Purchaser)* having its registered office at ............................. And its Project at ................................. to take physical delivery of materials/equipments covered under despatch Document/ Consignment Note No....................... \* ............. Dated ..................... and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Authority)

(Designation: ...........................

Date ...........................................

ENCL: as above

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

\* Mention LR/RR No.

**SCHEDULE OF MATERIAL/INFORMATION SYSTEM COVERED UNDER**

**DESPATCH TITLE DOCUMENT (RR NO./LR NO..................)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Contract Name | NOA No./ Contract Agreement No. | Description of Materials/ Equipments | Spec.No. | Qty. | Value | Remarks |
|  |  |  |  |  |  |  |  |

(SIGNATURE OF THE PROJECT AUTHORITY)

(DESIGNATION) ............................................

(DATE) ............................................................

1. Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 11 as follows: “Bidders may Bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” [↑](#footnote-ref-2)
2. Insert if applicable: “This contract will be jointly financed by [insert name of cofinancing agency]. Procurement process will be governed by the World Bank’s Procurement Regulations.” [↑](#footnote-ref-3)
3. A brief description of the type(s) of information systems should be provided, including location, quantities, installation and delivery period and other information necessary to enable potential Bidders to decide whether or not to respond to the Request for Bids. Bidding document may require Bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph. [↑](#footnote-ref-4)
4. The fee chargeable should only be nominal to defray reproduction and mailing costs. It should not deter competition. [↑](#footnote-ref-5)
5. For example, demand draft/ cashier’s check/ certified check (payable at ….. in favour of …..)/ direct deposit to specified account number, etc. [↑](#footnote-ref-6)
6. For example, demand draft/ cashier’s check/ certified check (payable at ….. in favour of …..)/ direct deposit to specified account number, etc. [↑](#footnote-ref-7)
7. Should be 2 days after deadline for submission of bids to allow submission of original documents like bid security, demand draft, affidavit etc. [↑](#footnote-ref-8)
8. The amount of Bid Security should be stated as a fixed amount. [↑](#footnote-ref-9)
9. Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. 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-10)
10. This requirement also applies to contracts executed by the Applicant as JV member. [↑](#footnote-ref-11)
11. 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-12)
12. In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 52, the replacement should also be proposed from the list of same institution. [↑](#footnote-ref-13)
13. Modify if required as per applicable taxes [↑](#footnote-ref-14)
14. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-15)
15. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-16)
16. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-17)
17. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-18)
18. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-19)
19. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-20)
20. This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply. [↑](#footnote-ref-21)
21. Delete if not applicable [↑](#footnote-ref-22)
22. To be used only if the Supplier disagrees in the Bid with the Adjudicator proposed by the Purchaser in the Instructions to Bidders, and has accordingly offered another candidate. [↑](#footnote-ref-23)
23. To be used only if the Supplier disagrees in the Bid with the Adjudicator proposed by the Purchaser in the ITB, has accordingly offered another candidate, and the Purchaser does not accept the counterproposal. [↑](#footnote-ref-24)
24. 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-25)
25. 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-26)
26. 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-27)
27. Insert the expected expiration date of the Time for Completion. The Purchaser should note that in the event of an extension of the time for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-28)
28. Where the Purchaser hands over his equipment to the Supplier for executing the Contract, then the Supplier may be asked, at the time of taking delivery of the equipment through any dispatch documents, furnish trust Receipt for Information Systems and associated goods and also execute an Indemnity Bond in favour of the Purchaser in the form acceptable to the Purchaser for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. If this indemnity bond is proposed to be used, it should be made a part of the GCC/SCC 44. [↑](#footnote-ref-29)