

BIDDING DOCUMENT (TWO-STAGE)

Issued on: 5 February 2016

for the Procurement of
Human Resource Management
Information System

IFB No: *TJTARP/G/ICB-02*

Project: *Tax Administration Reform Project*

Purchaser: *Tax Committee under the Government of
the Republic of Tajikistan*

Volume 1 of 2

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INVITATION FOR BIDS (IFB)

Invitation for Bids (IFB) -- First Stage

Republic of Tajikistan

Tax Administration Reform Project

Procurement of Human Resource Management Information System

H810-TJ

TJTARP/G/ICB-02

1. This Invitation for Bids (IFB) follows the General Procurement Notice (GPN) for this project that appeared in UNDB online on 14 July 2014.
2. The Republic of Tajikistan has received a Grant from the International Development Association toward the cost of the Tax Administration Reform Project, and it intends to apply part of the proceeds of this Grant to payments under the agreement resulting from this IFB: Procurement of Human Resource Management Information System.
3. The Tax Committee under the Government of the Republic of Tajikistan serves as the implementing agency for the project and now invites sealed bids from eligible Bidders for:

supply, installation, commissioning and integration of customized software for the Human Resource Management Information System for the Tax Committee (the HRMIS). The Contract will also include training of the Tax Committee's staff. The HRMIS is to be developed for servicing not less than 2,400 registered users and a minimum of 600 concurrent users. The contract period is twelve (12) months.

4. Bidding will be conducted using the International Competitive Bidding (ICB) procedures specified in the World Bank's Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, edition of January 2011 and is open to all Bidders from eligible source countries as defined in the Guidelines that meet the following minimum qualification criteria:
 - (i) *During the last five (5) years (2011-2015), the Bidder must have completed as a management or prime contractor or a Joint Venture partner at least one (1) contract involving the development, installation, and provision of technical support for HRMIS. In addition, the Bidder must demonstrate implementation of one (1) Management Information System for at least 600 concurrent users. The Bidder must submit information about the completed contracts and contact information of clients from whom the references could be taken or whom the Purchaser may, when necessary, visit to familiarise themselves with the systems put into operation by the Bidder. All such visits will be on Purchaser's account;*
 - (ii) *The Bidder shall have experience in development of at least one (1) application software using the software and RDBMS offered in its Bid;*
 - (iii) *Average Annual Turnover over the last three years shall be at least one million US Dollars (US\$1,000,000). In case of a Joint Venture the partner in charge should account for not less than 50% of the Average Annual Turnover and each Joint Venture member should have not less than 15% of the Average Annual Turnover. The Bidder must submit audited financial statements (including Balance Sheets) or Bank statements or balance sheets certified by a registered accountant and supported by tax return for the past three years (2012, 2013 and 2014) to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability;*

- (iv) *Manufacturer(s) of Information Technologies and Software must hold ISO9000 series certification for process control. The Bidder shall provide copy of certificate of conformity issued by certification bodies;*
- (v) *The Bidder shall have experience in training of Purchasers' staff under the contract for establishment of management information systems of similar scale (preferably HRMIS).*
5. Interested eligible Bidders may obtain further information from the Tax Committee and inspect the bidding documents at the address (1) given below from 09:00 to 17:00 hours (Dushanbe time) from Monday through Friday.

A pre-bid meeting which potential bidders may attend will be held at 14:00 (Dushanbe time) on 1 March 2016.

6. A complete set of bidding documents in English may be purchased by interested Bidders on the submission of a written application to the address (1) below and upon payment of a nonrefundable fee of US\$200 or in *Tajik Somoni* at the exchange rate fixed by the National Bank of Tajikistan on the day of payment. The method of payment will be bank transfer to one of the following accounts:

US\$ bank account	TJS bank account
Beneficiary: Tax Committee under the Government of the Republic of Tajikistan	Получатель: Налоговый комитет при Правительстве Республики Таджикистан
2/42, N. Karabayev str., Dushanbe, Tajikistan	2/42, ул. Н. Карабаева, Душанбе, Таджикистан
Account Number: 22696840600081	Номер счета: 20204972712010100002
National Bank of Tajikistan	БИК: 350101800
23/2 Rudaki Avenue Dushanbe	
SWIFT: NATJTJ22	
Corresponding account:	Корреспондирующий счет:
400886748300 USD	20402972000002
COMMERZBANK AG	Главное управление ЦК МФ РТ, г.
SWIFT: COBADEFF	Душанбе

All banking charges and fees related to the bank transfer shall be for the bidder's account. Cashier's and certified checks are not accepted.

The bidding documents may be collected by an authorized representative of companies registered in the Republic of Tajikistan at the address (1) below upon presentation to the Tax Committee under the Government of the Republic of Tajikistan documents confirming payment of the non refundable fee to the above account. The bidding documents may also be sent to companies not registered in the Republic of Tajikistan, at their request and submission of document confirming payment of the non refundable fee to the above account, by:

- (a) courier at no additional charge to the companies following the receipt by the Tax Committee under the Government of the Republic of Tajikistan of a written request quoting tender number TJTARP/G/ICB-02, providing address of delivery and contact details; or
- (b) electronic mail in pdf format to the e-mail address provided by the companies.
7. A two-stage bidding process will be used and will proceed as follows:

- (a) The first stage bid will consist of a technical bid only, without any reference to prices, but including a list of any deviations to the technical and commercial conditions set forth in the bidding documents and/or adding any alternative technical solutions a Bidder wishes to offer, and a justification therefor, always provided that such deviations or alternative solutions do not change the essential requirements specified in the bidding documents. Following the evaluation of first stage bids, a Bidder that adequately meets the minimum acceptable qualification criteria and has submitted a sufficiently technically responsive bid may be invited to attend a clarification meeting(s), during which the Bidder's bid will be reviewed. Any required bid-specific changes, additions, deletions and other adjustments will be noted and recorded in a memorandum, or, if amendments are of a general nature, will be promulgated via an addendum to the bidding documents. Bidders may not be invited to submit second stage bids, if their first stage bids contain departures from the requirements in such numbers or of such nature that making the bids fully responsive in the remaining time for the two-stage process cannot reasonably be expected. All other suitably qualified and eligible Bidders, however, shall receive invitations to submit second stage bids.
- (b) The second stage bid will consist of: (i), the updated technical bid incorporating all changes required as recorded in the bidder-specific memorandum, and/or as necessary to reflect any Addenda to the bidding documents issued subsequent to the first bidding-stage; and (ii), the commercial bid.
8. First stage bids must be delivered to the address (2) below at or before 14:00 (Dushanbe time) on 30 March 2016. Late bids will be rejected. First stage bids will be opened in the presence of the Bidders' representatives who choose to attend at the address (3) below at 14:15 (Dushanbe time) on 30 March 2016.

Address (1):

Room 426/428

Attn: Mr. Solehzoda A. M.

42/2 N. Karabaev Str.

Dushanbe, 734018, Tajikistan

Telephone: +992 37 233 08 38

Electronic mail address: TARP@andoz.tj

Address (2)

Ground floor, room 22

Attn: Mr. Solehzoda A. M.

the State Committee on Investments and State Property Management of the Republic of Tajikistan, 27, Shotemur st.

Dushanbe, 734018, Tajikistan

Address (3):

Room 9

the State Committee on Investments and State Property Management of the Republic of Tajikistan, 27, Shotemur st.,

Dushanbe, Tajikistan

[*Purchaser's letterhead*]

Invitation for Bids (IFB) -- Second Stage

Republic of Tajikistan

Tax Administration Reform Project

Procurement of Human Resource Management Information System

H810-TJ

TJTARP/G/ICB-02

To: [*Bidder's name and address*]

Dear Ladies and/or Gentlemen,

1. We hereby inform you that you are invited to submit a sealed second stage bid for the execution and completion of the Contract cited above for which you submitted a first stage bid on [*insert: date of submission of first stage bid*], that was reviewed [*if applicable, add "and discussed during the clarification meeting(s) held on { insert: date(s) }*] and has been found sufficiently technically responsive to the requirements of the first bidding-stage.
2. Your second stage bid should include an updated technical bid [*if appropriate, replace by or add: "and/or accepted and updated alternative technical bid(s)"*] reflecting (a), any addenda to the bidding documents issued to all Bidders invited to the second bidding-stage together with the invitation or subsequently, as well as (b), the memorandum, if any, specific to your bid and titled "Changes Required Pursuant to First Stage Evaluation." Addendum and/or memorandum, if applicable, are listed at the end of, and are included with, this invitation. The second stage bid should also include the commercial parts such as , bid price, price schedules, bid security, etc., as detailed in the bidding documents.
3. The bid shall be submitted no later than [*insert: time, date*] at the following address:

Ground floor, room 22

Attn: Mr. Solehzoda A. M.

the State Committee on Investments and State Property Management of the Republic of Tajikistan, 27, Shotemur st.

Dushanbe, 734018, Tajikistan

All bids received in time will be opened in the presence of Bidders' representatives who choose to attend at [*insert: time, date*] at the following address:

Room 9

the State Committee on Investments and State Property Management of the Republic of Tajikistan, 27, Shotemur st.,

Dushanbe, Tajikistan

4. The bid shall remain valid for one hundred twenty (120) days after the date of bid opening prescribed above. Accordingly, bids shall be valid through _____
[insert: the actual date of the expiration of the bid validity period.]
5. The bid must be accompanied by a bid security in an amount of eight thousand US Dollars (US\$8,000) or the equivalent in the bid currency or the equivalent of in a freely convertible currency in the form of a bank guarantee issued directly by a reputable bank in the form provided in the bidding documents

The bid security must be valid until twenty-eight (28) days after the end of the bid validity period. Accordingly, the bid security should not expire before _____
[insert: the actual earliest date for the expiration of the bid security,]. Whether you are invited per above to additionally bid alternatives from your first stage bid or not, one bid security will be sufficient to cover your entire bid.
6. Your attention is drawn to (i) the fact that you are required to certify in your bid that all software included in the bid is either covered by a valid license or was produced by your firm(s) and (ii) that violations are considered fraud, which is, among other remedies, punishable by potential blacklisting from participation in future World Bank-financed procurement.
7. Please confirm receipt of this letter immediately in writing by electronic mail or fax. If you do not intend to bid, we would appreciate being so notified in writing at your earliest opportunity.

Yours truly,

[Authorized signature]

[insert: name and title]

[insert: Purchaser's name]

ENCLOSURE(S):

[if appropriate, insert:

“Addendum No. {insert: number of the addendum} to the bidding documents,” and/or

”Memorandum for { name of Bidder as taken from the top of this invitation} of “Changes Required Pursuant to First Stage Evaluation,”

or state: “There are no enclosures”]

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)
(Two-Stage Bidding)

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Instructions to Bidders

A. GENERAL

- 1. Scope of Bid**
- 1.1 The Purchaser named in the BDS and the SCC, or the Purchasing Agent, if specified in the BDS and the SCC, duly authorized by the Purchaser (interchangeably referred to as “the Purchaser” in these Bidding Documents), invites bids for the supply and installation of the Information System (IS), as briefly described in the BDS and specified in greater detail in these Bidding Documents.
- 1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are provided in the BDS.
- 2. Source of Funds**
- 2.1 The Borrower named in the BDS has applied for or received a loan or credit (as identified in the BDS, and called a “loan” in these Bidding Documents) from the International Bank for Reconstruction and Development or the International Development Association (called “the Bank” in these Bidding Documents) equivalent to the amount indicated in the BDS toward the cost of the Project specified in the BDS. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the Contract for which these Bidding Documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower, or the Borrower’s executing agency, and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, 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 Agreement or have any claim to the loan proceeds.
- 3. Fraud and Corruption**
- 3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the

procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Borrower of the benefits of free and open competition;

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

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 of the General Conditions of Contract.

3.3 In pursuit of the policy defined in ITB Clause 3.1, the Bank will cancel the portion of the loan allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

3.4 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

3.5 By signing the Bid Form (whether first or second stage), the Bidder represents that it either is the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this Clause, Intellectual Property Rights shall be as defined in the GCC Clause 1.1 (c) (xvii). Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.4 above, without prejudice of other remedies that the Purchaser may take.

4. Eligible Bidders

4.1 Except as provided in ITB Clauses 4.2 and 4.3, the first-stage bidding process is open to:

(a) if a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been

issued, those firms – in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified and are from eligible source countries as defined in the edition specified by the BDS of the Guidelines: Procurement under IBRD Loans and IDA Credits (the Procurement Guidelines),

- (b) if a pre-qualification process has not been undertaken for the Contract(s) for which these Bidding Documents have been issued, then all firms from eligible source countries as defined in the Procurement Guidelines.

The second-stage bidding process is open to:

- (c) firms from eligible source countries that have received an Invitation for Bids -- Second Stage, in accordance with ITB Clause 24.

Joint Ventures which include members from ineligible source countries or ineligible firms, shall not be permitted to bid.

4.2 Firms of a member country may be excluded from bidding if:

- (a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply and installation of the Information System required; or (ii) 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 persons or entities in that country.
- (b) a firm was engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Information System described in these Bidding Documents.
- (c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of goods or services under the project.

4.3 A firm declared ineligible by the Bank in accordance with Paragraph 1.15 (d) of the Procurement Guidelines shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably

request.

5. Eligible Goods and Services

5.1 For the purposes of these Bidding Documents, the Information System means all:

- (a) 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 (collectively called “the Goods” in some clauses of the ITB); and
- (b) 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.

5.2 Funds from Bank loans are disbursed only for expenditures for an Information System made up of goods and services provided by nationals of, and produced in or supplied from, eligible source countries as defined in the Procurement Guidelines. An Information System is produced in a Bank member 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. An Information System, or any component thereof, provided from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Clauses 4.2 (a) (i) or (ii).

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country from which the Information System and its goods components are produced or from which the related services are supplied. A Bidder shall have the nationality of a country if the Bidder is domiciled, incorporated and operates under the laws of that country.

6. Qualifications of the Bidder

6.1 By submission of documentary evidence in both its First and Second Stage Bids, the Bidder must establish to the Purchaser’s satisfaction:

- (a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for pre-qualification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

- (b) that, in the case of a Bidder offering to supply those key goods components of the Information System identified in the BDS under the Contract that the Bidder did not itself manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply those components in the Purchaser's country. (This will be accomplished by submission of Manufacturer's Authorization Forms, as indicated in the section entitled Sample Forms); and
- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements.

6.2 Bids (both first and second stage) submitted by a Joint Venture of two or more firms as partners shall also comply with the following requirements:

- (a) the bid shall be signed so as to be legally binding on all partners;
- (b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- (d) the partner or combination of partners that is responsible for a specific component(s) of the Information System must meet the relevant minimum qualification criteria for that component;
- (e) a firm may submit bids either as a single Bidder on its own, or as a partner in one Joint Venture submitting bids in response to these Bidding Documents. Furthermore, a firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software manufactured or produced by the firm, as well as

purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Subcontractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any number of bids. If the BDS for ITB 40.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.2 (e) apply only to bids for the same Subsystem(s), lot(s), or slice(s);

- (f) all partners 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 ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a successful bid).

6.3 If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5, and that the related evidence required by ITB Clauses 13.1 (c) (iii) (First Stage Bid) and 25.1 (e) (iii) (Second Stage Bid) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices in the Second Stage Bid will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Purchaser reserves the right to delete any proposed Subcontractor from the list. During the first stage of bidding, this shall be done through the memorandum titled "Changes Required Pursuant to First Stage Evaluation" pursuant to ITB Clause 23.8. The Purchaser should provide a justification for the deletion. For Subcontractors added by the successful Bidder in its Second Stage Bid, such deletions shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix 3 to the Contract Agreement.

For the purposes of these Bidding Documents, a Subcontractor is

any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Information System to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

- 7. Cost of Bidding**
- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its First and Second Stage Bids, and the Purchaser will in no case be responsible or liable for those costs.
- 8. Site Visit**
- 8.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for bid preparation and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 8.2 The Purchaser will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- 8.3 No site visits shall be arranged or scheduled after the deadline for the submission of Second Stage Bids and prior to the award of Contract.

B. THE BIDDING DOCUMENTS

- 9. Content of Bidding Documents**
- 9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clauses 11 and 24:
- | | |
|-------------|--|
| Section I | Instructions to Bidders (ITB) |
| Section II | Bid Data Sheet (BDS) |
| Section III | Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement |
| Section IV | General Conditions of Contract (GCC) |
| Section V | Special Conditions of Contract (SCC) |
| Section VI | Technical Requirements (including Implementation Schedule) |
| Section VII | Sample Forms |
- 9.2 Bidders are expected to examine all instructions, forms, terms,

specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

- 9.3 The Invitation for Bids -- First Stage is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail. However, the Invitation for Bids -- Second Stage, as completed by the Purchaser and submitted to the Bidders invited for the second stage, does form part of the Bidding Documents in that certain binding dates, addresses, and procedures for the submission of Second Stage Bids are specified there.
- 9.4 In addition, the bidder-specific memorandum titled "Changes Required Pursuant to First Stage Evaluation" per ITB Clause 23.8 forms part of the Bidding Documents for each Bidder invited to submit a Second Stage Bid.

**10. Clarification
of Bidding
Documents
and Pre-bid
Meeting**

- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address and by one of the means indicated in the BDS. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as soon as possible. The Purchaser will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-one (21) days prior to the deadline for submission of bids (first or second stage, as applicable) prescribed by the Purchaser. During the first stage of bidding, copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that have received the Bidding Documents from the Purchaser. During the second stage of bidding, copies of the Purchaser's response will be sent to all Bidders invited to submit a Second Stage Bid as far as a question relates to the common materials of the Bidding Documents, while a response applying to the bidder-specific "Changes Required Pursuant to First Stage Evaluation" will be communicated to the relevant Bidder only.
- 10.2 When specified in the BDS, the Purchaser will organize and Bidders are welcome to attend a first stage pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised during the first stage of bidding, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to reach the Purchaser not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to

all those that received the Bidding Documents from the Purchaser. Any modification to the Bidding Documents listed in ITB Clause 9.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.

11. Amendment of Bidding Documents

- 11.1 At any time prior to the deadline for submission of First or Second Stage Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 11.2 Amendments will be provided in the form of Addenda to the Bidding Documents which will be sent in writing to all prospective Bidders that have received the Bidding Documents from the Purchaser (first stage of bidding) or have been invited by the Purchaser to submit Second Stage Bids. The Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. One Addendum may be sent to the bidders invited to the second stage as part of the Invitation for Bids -- Second Stage pursuant to ITB Clause 24.1. It will be assumed that the amendments contained in the Addenda will have been taken into account by the Bidder in its bid.
- 11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids (first or second stage, as applicable), in which case, the Purchaser will notify all Bidders in writing of the extended deadline.

C. PREPARATION OF FIRST STAGE BIDS

12. Language of Bid

- 12.1 Bids prepared by the Bidder, whether for the first or second stage of bidding, and all correspondence and documents related to the bidding exchanged by the Bidder and the Purchaser shall be written in the language specified in the BDS, provided that any printed literature furnished by the Bidder as part of its bid may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language specified in the BDS, in which case, for purposes of interpretation of the bid, the translation shall govern.

13. Documents Comprising First Stage Bid

- 13.1 The First Stage Bid submitted by the Bidder shall comprise:
- (a) First Stage Bid Form, duly completed and signed by a person or persons duly authorized to bind the Bidder to the bid;
 - (b) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB Clause 16.2;

(c) Attachments:

(i) Attachment 1: Bidder's Eligibility

In the absence of pre-qualification, documents establishing to the Purchaser's satisfaction the Bidder's eligibility to bid, including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(ii) Attachment 2: Bidder's Qualifications

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where pre-qualification of Bidders has been undertaken, and pursuant to ITB Clause 6.1 (a), the Bidder must provide evidence on any changes in the information submitted as the basis for pre-qualification or, if there has been no change at all in said information, a statement to this effect;

Any Manufacturer's Authorizations specified as required in the BDS for ITB Clause 6.1 (b);

(iii) Attachment 3: Eligibility of Goods and Services

Documents establishing, to the Purchaser's satisfaction, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder are eligible Goods and Services as defined under ITB Clause 5. If awarded the Contract, the Bidder shall submit for such components of the Information System evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment;

(iv) Attachment 4: Conformity of the Information System to the Bidding Documents

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 14, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder conform to the Bidding Documents;

(v) Attachment 5: Proposed Subcontractors

A list of all major items of Goods or Services that the Bidder proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;

(vi) Attachment 6: Intellectual Property

A list of:

- (1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):
 - (A) System, General Purpose, and Application Software; and
 - (B) Standard and Custom Software;
- (2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's 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 System);

(vii) Attachment 7: Deviations

Bidders shall give details of all deviations in their First Stage Bid with respect to the contractual terms and conditions contained in the GCC and/or the SCC (including, but not restricted to, Intellectual Property Rights, Software licenses, liabilities, amount of performance security, governing law, etc.) and/or to the required technical features specified in the Technical Requirements, that they would like the Purchaser to consider during the evaluation of First Stage Bids and any Clarification Meeting(s) with the Bidder, pursuant to ITB Clauses 20 through 23. The Purchaser will consider such proposed deviations, pursuant to ITB Clause 21.1 (g);

Pursuant to ITB Clause 23.8, the bidder-specific memorandum titled "Changes Required Pursuant to First Stage Evaluation" shall indicate the Bidder's deviations that are not acceptable to the Purchaser and which the Bidder must withdraw in its Second Stage Bid -- failure to do so would constitute grounds for the bid to be rejected pursuant to ITB Clause 38.5;

Deviations that are acceptable to the Purchaser shall be incorporated into the Bidding Documents in the form of an Addendum to be distributed, together with the Invitation for Bids -- Second Stage, to all Bidders invited to submit a Second Stage Bid;

(viii) Attachment 8: Alternative Bids

Bidders wishing to offer alternative technical proposals pursuant to ITB Clause 13.2, shall provide all information necessary for a complete evaluation of

the proposed alternatives by the Purchaser, including technical specifications, proposed implementation methodology, and other relevant details.

- 13.2 Bidders are permitted to propose, within their First Stage Bid, technical alternatives for components of their base bid or entire alternative bids, in addition to or in lieu of a base or main bid that meets the detailed requirements specified in the Bidding Documents, provided they can document that the proposed alternative bids are to the benefit of the Purchaser, that they fulfill the principal objectives of the contract, and that they meet the basic scope, functionality and performance specified in the Technical Requirements (Section VI of the Bidding Documents). Alternatives may typically include innovative solutions that may not literally meet every detailed requirement stated in the Bidding Documents.

Any alternative bid or alternative bid components proposed by the Bidder in its First Stage Bid may be the subject of discussion during the possible Clarification Meeting(s) with the Bidder, pursuant to ITB Clause 23.

**14. Documents
Establishing
the
Conformity of
the
Information
System to the
Bidding
Documents**

- 14.1 Pursuant to ITB Clause 13, the Bidder shall furnish, as part of its First Stage Bid, and in updated form as part of its Second Stage Bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.
- 14.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:
- (a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;
 - (b) 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 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;
 - (c) a 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 Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. 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;

- (d) 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.

14.3 For purposes of the commentary to be furnished pursuant to ITB Clause 14.2 (b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Purchaser in its Technical Requirements 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.

14.4 For their Second Stage Bids, the invited Bidders are expected to offer the same brands, models, Subcontractors and other material provisions as proposed in the First Stage Bid, unless changes are explicitly permitted or required in the bidder-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" pursuant to ITB Clause 23.8, or are implied or triggered by Addenda to the Bidding Documents issued in the second stage of bidding. Bidders that deviate from their First Stage Bids without specific endorsement by their memorandum or without a reason clearly established by Addenda issued in the second bidding-stage, place their bid at risk.

15. First Stage Bid Form

15.1 The Bidder shall complete the First Stage Bid Form furnished in the Sample Forms Section of the Bidding Documents in the manner and detail indicated in this section and submit this form with the bid.

16. Format and Signing of First Stage

16.1 The Bidder shall prepare an original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as: "FIRST STAGE BID -- ORIGINAL," "FIRST STAGE

Bid

BID -- COPY NO. 1,” “FIRST STAGE BID -- COPY NO. 2,” etc., as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.

- 16.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 13.1 (b). The name and position held by each person signing the authorization must be typed or printed below the signature.. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 16.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 16.4 Signing and submission of a First Stage Bid shall not bind or obligate the Bidder to submit a Second Stage Bid.

D. SUBMISSION OF FIRST STAGE BIDS

17. Sealing and Marking of First Stage Bid

- 17.1 The Bidder shall seal the original First Stage Bid and each copy of the bid in separate envelopes, each containing the documents specified in ITB Clause 13, and shall mark the envelopes as “FIRST STAGE BID -- ORIGINAL” and “FIRST STAGE BID - - COPY NO. [number],” all duly marked as required in ITB Clause 16.1. The envelopes shall be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall
- (a) be addressed to the Purchaser, at the address given in the BDS for ITB Clause 18.1 and
 - (b) bear the Contract(s) name, the Invitation for Bids (IFB) title and number, as specified in the BDS for ITB Clause 1.2 , and the statement “FIRST STAGE BID. DO NOT OPEN BEFORE [time and date],” to be completed with the time and date specified in the BDS for ITB Clause 19.1.
- 17.3 The inner envelopes shall each indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
- 17.4 If the outer envelope is not sealed and marked as required by ITB Clauses 17.2 and 17.3, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening. If the outer envelope discloses the Bidder’s identity, the Purchaser will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

- 18. Deadline for Submission of First Stage Bids**
- 18.1 First Stage Bids must be received by the Purchaser at the address specified, and no later than the time and date specified, in the BDS. Late bids will be rejected and returned unopened to the Bidder.
- 18.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

E. OPENING AND EVALUATION OF FIRST STAGE BIDS

- 19. Opening of First Stage Bids by Purchaser**
- 19.1 The Purchaser will open the First Stage Bids at the date, time and place indicated in the BDS. Bidders' representatives may attend the opening and shall sign a register as proof of their attendance. The names of all Bidders who submitted bids, and other such details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening and recorded in minutes of the First Stage Bid opening. The purchaser will promptly convey these minutes in writing to all Bidders that met the deadline for submitting bids.
- 20. Preliminary Examination of First Stage Bids**
- 20.1 The Purchaser will examine the First Stage Bids, including any alternatives submitted by Bidders, to determine whether they are complete, have been properly signed, and are generally in order. 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.
- 20.2 The Purchaser will also determine if the Bidder's bid contains departures from the requirements of the Bidding Documents (e.g., inadequacy of the qualifications, documentary evidence, responsiveness of the technical proposal, etc.) in such numbers or of such nature that the bid cannot reasonably be expected to become fully responsive within the time frame of the two-stage process. In this case, the Purchaser, at its discretion, may exclude the bid from further consideration and not issue an Invitation for Bids -- Second Stage to this Bidder. For all other bids, the Purchaser, through the detailed First Stage Bid evaluation process, will identify and communicate to the Bidders, pursuant to ITB Clause 23, all those areas for which their bids depart from the requirements.
- 21. Technical Evaluation of First Stage Bids**
- 21.1 The Purchaser will carry out a detailed technical evaluation of each First Stage Bid that was not rejected during preliminary examination pursuant to ITB Clause 20, in order to determine whether the technical aspects of the bid are responsive to the

requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine the information supplied by the Bidders, pursuant to ITB Clauses 13 and 14, and in response to other requirements in the Bidding Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Requirements; the technical merits of any alternatives offered, 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 in the Technical Requirements Section 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.

21.2 The Purchaser will also review alternative components or complete alternative technical bids, if any, offered by the Bidder, pursuant to ITB Clauses 13.1 (c) (viii) and 13.2, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Bid to be submitted on its own, or in addition to the Bidder's main bid.

22. Detailed Evaluation of Bidder's Qualification

22.1 In the absence of a pre-qualification process, the Purchaser will ascertain to its satisfaction whether a Bidder having submitted a First Stage Bid is qualified to satisfactorily perform the Contract. Conversely, if a pre-qualification process had been carried out for the Contract(s) for which these Bidding Documents have been issued, the Purchaser shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITB Clause 13.1 (c) (ii), the Bidder remains qualified to satisfactorily perform the Contract.

22.2 This determination will take into account the Bidder's financial, technical, and production capabilities, and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clauses 6.1 and 13.1 (c) (ii), as well as such other

information as the Purchaser deems necessary and appropriate.

- 22.3 The Purchaser will identify any divergences from the qualification requirements as stated in the Bidding Documents, which - during the possible Clarification Meeting(s) pursuant to ITB Clause 23 - the Purchaser may explore with the Bidder as to whether and how the divergences could be overcome. If, however, the Purchaser determines that the divergences are of such magnitude or gravity that the Bidder cannot reasonably be expected to submit a fully responsive bid within the time frame of the two-stage process, the Purchaser, at its own discretion, may decline to invite the Bidder to the second stage of bidding.

F. FIRST STAGE BID CLARIFICATION MEETINGS

23. Clarification of First Stage Bids and Review of Bidders' Proposed Deviations and Alternative Solutions

- 23.1 The Purchaser may conduct a bidder-specific Clarification Meeting/Meetings with the Bidder to clarify aspects of the Bidder's First Stage Bid that require explanation or are not considered fully responsive by the Purchaser. During these meetings, the Purchaser should bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, the Purchaser requires changes to be made to the Bidder's First Stage Bid to make that bid conform to the requirements of the Bidding Documents. Conversely, in these meeting(s), the Bidder should bring to the Purchaser's attention any changes it would like to make in the Second Stage Bid, such as replacement of certain brands or models, Subcontractors, Services and others.
- 23.2 There is no obligation upon the Bidder to attend a Clarification Meeting. If the Bidder is unable, or declines, to attend a Clarification Meeting, the Purchaser will undertake a reasonable effort to achieve the required clarification by correspondence with the Bidder or by other means such as telephone or videoconference as may be available. Any reduction in the scope for obtaining complete clarification of a First Stage Bid due to having to use these alternative methods is at the Bidder's risk.
- 23.3 If the BDS so states, the First Stage Bid clarification stage will include live demonstrations and tests of the Bidder's proposed solution and products. In this case, the BDS describes the nature of these demonstrations and tests, whether they are mandatory - at the risk of otherwise having the bid rejected - for Bidders invited to stage them, and the place for them. In addition, the BDS, or the list of tests referred to by the BDS and attached to it or found in Section VI (Technical Requirements), may mark certain tests as pass/fail criteria, resulting in the possible rejection of First Stage Bids. If the BDS permits Bidders to stage the tests and demonstrations away from the Purchaser's location, including outside the Purchaser's country, the

Purchaser will bear all staff, travel and subsistence costs of its own team of attendees. However, the Purchaser will not be responsible for any and all costs of the Bidder in preparing, conducting and dismantling the tests and demonstrations.

- 23.4 The Purchaser will advise the Bidder, pursuant to ITB Clause 13.1 (c) (vii), of any deviations the Bidder made or proposed in the First Stage Bid that the Purchaser finds
- (a) unacceptable and that must be withdrawn in the Second Stage Bid;
 - (b) acceptable and that will be incorporated into the Bidding Documents by way of an Addendum that shall be sent to all Bidders invited to submit a Second Stage Bid.

No deviation can be waived for just one or for certain bidders invited for the second bidding-stage.

- 23.5 The Purchaser will also advise the Bidder whether proposed alternative bid components or alternative bid(s), if any, are acceptable, and will identify the degree (if any) to which such an alternative bid may be incorporated in the Bidder's Second Stage Bid in case the Bidder will receive an invitation for the second bidding-stage.
- 23.6 Each Clarification Meeting must be attended by a person or persons that, through a written power of attorney, is/are duly authorized to represent Bidder in the discussions and to reach formal agreement with the Purchaser on the specific changes in the Bidder's First Stage Bid that are required if the Bidder is to submit a Second Stage Bid. The Purchaser will not be responsible for any costs incurred by the Bidder's party for and in attending the Clarification Meeting(s). An invitation for, and attendance at, Clarification Meetings does not necessarily imply that the Bidder will be invited for the second bidding-stage. However, if Clarification Meetings are held, all Bidders receiving an invitation for the second bidding-stage will be offered the opportunity of such a meeting, even if their base or alternative bids, in the Purchaser's opinion, do not require face to face clarification.
- 23.7 Neither the bidder-specific memorandum pursuant to ITB Clause 23.8, nor any minutes written of the Clarification Meeting(s) or any correspondence exchanged between a specific Bidder and the Purchaser during this stage, will be shared with other Bidders. Except for the memorandum, no requirements upon the Bidder's Second Stage Bid will be implied from any additional bidder-specific minutes of meetings or correspondence. However, Purchaser and Bidder might use these documents, as appropriate, as clarification information in the second stage of bid preparation or evaluation, respectively.

- 23.8 For each Bidder invited for the second bidding-stage, all changes

required by the Purchaser in the Bidder's Second Stage Bid compared to its First Stage Bid will be listed in a bidder-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" which will be conveyed to the Bidder as part of the Invitation for Bids -- Second Stage. The same memorandum will also list any deviations pursuant to ITB Clauses 13.1 (c) (vii) and 23.4 which are unacceptable to the Purchaser and which the Bidder must withdraw in the Second Stage Bid, any alternative bid components or alternative bid that would be acceptable to the Purchaser and the degree the Bidder could incorporate the alternative(s) into the Second Stage Bid pursuant to ITB Clause 23.5, any Subcontractors which the Bidder must delete or replace, including justification for the deletion/replacement pursuant to ITB Clause 6.3, and, if there is to be an Adjudicator in the Contract, either the Purchaser's proposal for replacing the previously nominated one, or the agreement between Purchaser and Bidder on the name of the Adjudicator, pursuant to ITB Clause 50. If there is no requirement for any bidder-specific changes for a Bidder, the Invitation for Bids -- Second Stage will state so.

23.9 Changes applicable for all Bidders invited to the second bidding-stage will be reflected in an Addendum to the Bidding Documents, issued also in conjunction with the Invitation for Bids -- Second Stage pursuant to ITB Clause 24.1.

**24. Invitation to
Submit
Second Stage
Bids**

24.1 At the end of the First Stage evaluation and after the possible holding of Clarification Meetings, the Purchaser

- (a) may issue an Addendum to the Bidding Documents amending, inter alia and as needed, the evaluation criteria or other sections of the Instructions to Bidders as recorded in the BDS, the Special Conditions of Contract, and the Technical Requirements resulting from the First Stage evaluation and Clarification Meeting(s), with the objective of improving competition without compromising essential project objectives and/or
- (b) will either
 - (i) invite the Bidder to submit an updated technical and commercial, priced Second Stage Bid, reflecting any revisions, if required, for the First Stage Bid as recorded in the bidder-specific memorandum entitled "Changes Required Pursuant to First Stage Evaluation" and/or in Addenda to the Bidding Documents, or
 - (ii) invite the Bidder to submit an updated technical and commercial, priced Second Stage Bid based on the use of alternative bid components, or based on an alternative bid, proposed by the Bidder in the First Stage Bid, in lieu of or in addition to an updated main First Stage Bid (as the Invitation for Bids -- Second Stage will state), with the Second Stage Bid(s)

reflecting any revisions, if required, as recorded in the memorandum entitled “Changes Required Pursuant to First Stage Evaluation” and/or in Addenda to the Bidding Documents, or

- (iii) notify the Bidder that its bid has been rejected on the grounds of being substantially non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Documents.

24.2 Bidders invited to submit Second Stage Bids are required to promptly acknowledge to the Purchaser the receipt of the Invitation for Bids -- Second Stage and the attachments, if any, listed in it.

24.3 The deadline and address for the submission of Second Stage Bids will be specified in the Invitation for Bids -- Second Stage, which the Purchaser will communicate to firms it has selected to participate in the Second Stage Bidding process. Similarly, the amount of the required Bid Security will also be communicated in the same Invitation.

24.4 Bidders are not allowed to form a Joint Venture or consortium with other Bidders, nor change the partner(s) or structure of the Joint Venture or consortium if the Bidder in the First Stage was a Joint Venture or consortium.

24.5 Bidders invited to submit more than one Second Stage Bid pursuant to ITB Clause 24.1 (b) (ii) will not risk rejection of their Second Stage Bid(s) by not offering each solution they are permitted to.

G. PREPARATION OF SECOND STAGE BIDS

25. Documents Comprising Second Stage Bid

25.1 The Second Stage Bid submitted by the Bidder shall comprise the following:

- (a) Second Stage Bid Form, duly completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;
- (b) all Price Schedules duly completed in accordance with ITB Clauses 26, 27, 28 and 30, and signed by a person or persons duly authorized to bind the Bidder to the Contract;
- (c) bid security furnished in accordance with ITB Clause 29;
- (d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB Clause 31.2;
- (e) Attachments, updated from the related information supplied in the First Stage Bid pursuant to ITB Clauses 13.1 (c) and 14, reflecting any new financial/commercial information about the Bidder which became available since the

submission of the First Stage Bid, and responding to any additional or changed commercial and technical requirements due to the bidder-specific memorandum entitled “Changes Required Pursuant to First Stage Evaluation” or any Addenda to the Bidding Documents issued together with or after the Invitation for Bids -- Second Stage:

- (i) Attachment 1: Bidder’s Eligibility
- (ii) Attachment 2: Bidder’s Qualifications
- (iii) Attachment 3: Eligibility of Goods and Services
- (iv) Attachment 4: Conformity of the Information System to the Bidding Documents (including any alternative components or alternative bids if and as invited)
- (v) Attachment 5: Proposed Subcontractors
- (vi) Attachment 6: Intellectual Property

25.2 Bidders shall not include new contractual or technical deviations from requirements in their Second Stage Bids, and are reminded to observe the related provisions of ITB Clause 14.4.

25.3 The First Stage Bid on which the Second Stage Bid is based, while not having to be resubmitted, remains an implied, integral part of the Second Stage Bid. The bid validity period pursuant to ITB Clause 30 will include any parts or provisions of the First Stage Bid as referenced, assumed or implied by the Second Stage Bid.

26. Second Stage Bid Form and Price Schedules

26.1 The Bidder shall complete the Second Stage Bid Form and shall express its bid price for the Information System using the Price Schedules furnished in the Bidding Documents following the requirements of ITB Clauses 27 and 28.

27. Bid Prices

27.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section VII (Forms 2.5 and 2.6), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VII for the various cost tables, in the manner specified below.

27.2 The price of items that the Bidder has left blank in the cost tables provided in section VII 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 evaluation in accordance with ITB Clause 40.6 (c) (iii).

27.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VI, and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.

27.4 The prices for Goods components of the 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, and quoted in the appropriate columns of the cost tables of Section VII as follows:

(a) 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 BDS. 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:

Unless stated otherwise 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 Clause 27.5, 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 Clause 27.4 (a) specifies CIP, and the named places of destination are the Project Sites.

27.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. 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. 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).

27.6 Prices for Recurrent Costs to be incurred during the Warranty Period, defined in SCC Clause 29.4 and during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xii), shall be quoted as Service prices in accordance with ITB Clause 27.5 on the Recurrent Costs Form in detail, and on the Recurrent Costs Summary Form in currency totals. 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 System and, if appropriate, of the Bidder's own allowance for price increases.

27.7 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.

28. Bid Currencies

28.1 Prices shall be quoted in the following currencies:

- (a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside the Purchaser's Country entirely in the currency or currencies of Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.
- (b) Unless specified otherwise in the BDS, the Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied locally (i.e., from within the Purchaser's Country) in the currency of the Purchaser's Country.

29. Bid Security

29.1 Unless otherwise specified in the BDS, the Bidder shall furnish, as part of its Second Stage Bid, a bid security in the amount stipulated in the Invitation for Bids -- Second Stage.

29.2 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall:

- (a) at the Bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking

- institution, or a bond issued by an insurance or bonding institution;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country;
 - (c) be substantially in accordance with one of the forms of bid security included in Section VII or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the employer in case any of the conditions listed in ITB Clause 29.7 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 30.2.
- 29.3 The bid security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture.
- 29.4 If a bid security is required in accordance with ITB Clause 29.1, any bid not accompanied by a substantially acceptable bid security in accordance with ITB Clauses 29.2 and 29.3, shall be rejected by the Purchaser as non-responsive.
- 29.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the period of bid validity.
- 29.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.
- 29.7 The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Second Stage Bid Form, except as provided in ITB Clause 35.3; or
 - (ii) fails to accept the Purchaser's corrections of arithmetic errors in the Bidder's bid (if any), in accordance with ITB Clause 38.2.
 - (b) in the case of the successful Bidder, if the Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 48; or
 - (ii) furnish performance security in accordance with ITB

Clause 49.

**30. Period of
Validity of
Second Stage
Bids**

- 30.1 Second Stage Bids shall remain valid, at a minimum, for the period specified in the Invitation for Bids -- Second Stage after the deadline date for bid submission prescribed therein by the Purchaser, pursuant to ITB Clause 33. Bidders are responsible for adjusting, as needed, the minimum expiration date of the bid validity date, as well as of the bid security pursuant to ITB Clause 29.2 (f), in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 33.2. A bid valid for a shorter period than stated in the Invitation for Bids -- Second Stage shall be rejected by the Purchaser as non-responsive.
- 30.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 30.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security correspondingly, pursuant to ITB Clause 29.2 (f).
- 30.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**31. Format and
Signing of
Second Stage
Bids**

- 31.1 The Bidder shall prepare an original and the number of copies/sets of the Second Stage Bid specified in the BDS for ITB Clause 16.1, clearly marking each one as "SECOND STAGE BID -- ORIGINAL," "SECOND STAGE BID -- COPY NO. 1," "SECOND STAGE BID -- COPY NO. 2," etc., as appropriate. In the event of any discrepancy between them, the original shall govern.
- 31.2 The original and all copies of the Second Stage Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 25.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 31.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 31.4 The Bidder shall furnish in the Second Stage Bid Form (a sample

of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.

H. SUBMISSION OF SECOND STAGE BIDS

32. Sealing and Marking of Second Stage Bids

32.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “SECOND STAGE BID -- ORIGINAL” and “SECOND STAGE BID -- COPY NO. [number].” The envelopes shall then be sealed in an outer envelope.

32.2 The inner and outer envelopes shall

- (a) be addressed to the Purchaser at the address given in the Invitation for Bids -- Second Stage, and
- (b) bear the loan/Project name indicated in the BDS for ITB Clause 2.1, the Invitation for Bids title and number, and the Contract name(s), as indicated in the BDS for ITB Clause 1.2, and the statement “DO NOT OPEN BEFORE [time and date] ,” to be completed with the time and date specified in the Invitation for Bids -- Second Stage pursuant to ITB Clause 36.1.

32.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”

32.4 If the outer envelope is not sealed and marked as required by ITB Clause 32.2 above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening. If the outer envelope discloses the Bidder’s identity, the Purchaser will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

33. Deadline for Submission of Second Stage Bids

33.1 Second Stage Bids must be received by the Purchaser at the address pursuant to ITB Clause 32.2 (a) no later than the time and date stated in the Invitation for Bids -- Second Stage.

33.2 The Purchaser may, at its discretion, extend this deadline for submission of Second Stage Bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

34. Late Second Stage Bids

34.1 Any Second Stage Bid received by the Purchaser after the bid submission deadline pursuant to ITB Clause 33, will be rejected and returned unopened to the Bidder.

**35. Modification
or
Withdrawal
of Second
Stage Bids**

- 35.1 The Bidder may modify or withdraw its Second Stage Bid after submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for bid submission.
- 35.2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 16.1 of any modifications to its Second Stage Bid, clearly identified as such, in two inner envelopes duly marked "SECOND STAGE BID MODIFICATIONS -- ORIGINAL" and "SECOND STAGE BID MODIFICATIONS -- COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "SECOND STAGE BID MODIFICATIONS."
 - (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Clauses 32.2, 32.3, and 32.4.
- 35.3 A Bidder wishing to withdraw its Second Stage Bid shall notify the Purchaser in writing prior to the deadline prescribed for Second Stage Bid submission. A withdrawal notice may also be sent by electronic means such as fax or e-mail, but it must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. The notice of withdrawal shall
- (a) be addressed to the Purchaser at the address pursuant to ITB Clause 32.2 (a), and
 - (b) bear the Contract name, the IFB Title and IFB Number, and the words "SECOND STAGE BID WITHDRAWAL NOTICE." Withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 35.4 No Second Stage Bid, nor any part of it in case of a bid that may contain alternatives pursuant to an invitation issued under ITB Clause 24.1 (b) (ii), may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period pursuant to ITB Clause 30. Any full or partial withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 29.7.

I. OPENING AND EVALUATION OF SECOND STAGE BIDS

- 36. Opening of Second Stage Bids by Purchaser**
- 36.1 The Purchaser will open all Second Stage Bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Invitation for Bids -- Second Stage. Bidders' representatives shall sign a register as proof of their attendance.
- 36.2 Envelopes marked as Second Stage Bid withdrawals shall be opened and read out first, and the inner envelope(s) of the corresponding bid as well as the inner envelope(s), if any, marked as Second Stage Bid modifications for the same bid, shall not be opened. No Second Stage Bid withdrawal shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked as Second Stage Bid modifications shall be read out and opened together with the corresponding bid.
- 36.3 Second Stage Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid price including any unconditional discounts, and, if applicable, the prices and unconditional discounts for Subsystems, lots, or slices; the presence or absence of a bid security, if one was required; the presence or absence of requisite powers of attorney; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 40.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Purchaser may consider appropriate.
- 36.4 Second Stage Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 36.5 The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Clause 36.3. The minutes will promptly be distributed to all Bidders that met the deadline for submitting Second Stage Bids.
- 37. Clarification of Second Stage Bids**
- 37.1 During the Second Stage Bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
- 38. Preliminary Examination of Second Stage Bids**
- 38.1 The Purchaser will examine the Second Stage Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Purchaser will ensure that each bid is from a Bidder which received an Invitation for Bids -- Second Stage.

- 38.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 38.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 38.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that (a) materially conforms with the First Stage Bid and/or any alternative components or alternative bids which the Purchaser invited the Bidder to offer in its Second Stage Bid, (b) incorporates the modifications, if any, listed in the bidder-specific memorandum titled "Changes Required Pursuant to First Stage Evaluation" pursuant to ITB Clause 23.8, and (c), reflects amendments, if any, to the Bidding Documents issued as Addenda together with or subsequent to the Invitation for Bids -- Second Stage, pursuant to ITB Clause 11.2. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Information System; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 38.5 If a Second Stage Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself.
- 39. Conversion to Single Currency** 39.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in various currencies and amounts into a single currency specified in the BDS, using the selling exchange rate established by the source and on the date also specified in the BDS.
- 40. Evaluation and Comparison of Second Stage Bids** 40.1 The Purchaser will evaluate and compare the Second Stage Bids that have been determined to be substantially responsive, pursuant to ITB Clause 38. The evaluation will be performed assuming either that:

- (a) the Contract will be awarded to the lowest evaluated Bidder 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 Second Stage Bids result in the lowest combined evaluated price 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. However, such discounts will only be considered in the price evaluation if so confirmed in the BDS.

40.2 To be considered for Contract award, Bidders must have submitted Second Stage Bids

- (a) for which detailed bid evaluation using the same standards for compliance determination as listed in ITB Clauses 38.3 and 38.4 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 for ITB Clause 40.1, the individual Subsystem, lot or slice bid on; 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 Clause 43.2.

40.3 The Purchaser's evaluation of a Second Stage Bid will be made on the basis of prices quoted in accordance with ITB Clause 27 (Bid Prices).

40.4 If indicated by the BDS, the Purchaser's evaluation of responsive Second Stage 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 following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

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

T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Price as specified in the BDS

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or was found to be qualified to perform the Contract in accordance with ITB Clause 43 (Post-qualification).

40.5 If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., pursuant to the BDS for ITB Clause 40.4 the price weight, X , is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each Second Stage 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.
- (iii) The quality of the Bidder's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VI (Technical Requirements) or proposed by the Bidder based on the Bidder's experience.

(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:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for feature "i" in category "j"

w_{ji} = the weight of feature "i" in category "j"

k = the number of scored features in category "j"

and $\sum_{i=1}^k w_{ji} = 1$

- (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using

the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Category Technical Score of category “j”

W_j = the weight of category “j” as specified in the BDS

n = the number of categories

and $\sum_{j=1}^n W_j = 1$

40.6 The Evaluated Bid Price (C) for each responsive Second Stage Bid will be determined as the sum of the Adjusted Bid Price (P) plus the Recurrent Costs (R);

where the Adjusted Bid Price (P) is determined as:

- (a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Purchaser’s Country, in accordance with ITB Clause 27.4; plus
- (b) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 27.5;
- (c) with adjustments for:
 - (i) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed or advanced completion of the entire Information System, if permitted in the BDS and provided they do not exceed the maximum permissible advance or delay period specified in the BDS. For evaluation purposes, a pro rata increase or decrease of the total bid price will be added or subtracted using the percentage(s) specified in the BDS for each week of delay or advance. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.
 - (ii) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are permitted in the BDS, the total bid price will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the Bidding Documents, at the annual interest rate specified in the BDS.

- (iii) Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the Second Stage Bid will be added to the total bid price using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
 - (iv) Corrections to errors in arithmetic, in accordance with ITB Clause 38.2.
 - (v) Any discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 40.1 permits the consideration of discounts in the price evaluation.
- (d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

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.

R_x = total Recurrent Costs for year “ x ,” as recorded in the Recurrent Cost Form.

I = discount rate to be used for the Net Present Value calculation, as specified in the BDS.

41. Domestic Preference

41.1 If indicated in the BDS, the Purchaser will grant a margin of preference for use of domestic Information Technologies and related Goods. Under this preference, for Goods supplied from outside the Purchaser’s Country, the CIP (named place of destination) price, shall be increased by the applicable import tariff (custom duties and other import taxes) or fifteen (15) percent, whichever is less. If duties vary from item to item within the Second Stage Bid, the appropriate tariff for each item shall apply. No preference shall be applied for any associated Services or works components of the bid.

41.2 No margin of preference will be granted for any other price component, and Bidders will not be permitted or required to

modify the source of any hardware, Software, related equipment, Materials, products, or other Goods, as well as related Services after Second Stage Bid opening.

- 42. Contacting the Purchaser**
- 42.1 From the time of the First Stage Bid opening to the time of Contract award, if a Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 42.2 If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, its bid may be rejected.

J. POST-QUALIFICATION AND AWARD OF CONTRACT

- 43. Post-qualification**
- 43.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid (including Joint Venture Partners, and any Subcontractors for which the BDS for ITB Clause 6.1 (a) permits that their qualifications count towards the required Bidder qualifications) is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a pre-qualification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the pre-qualification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.
- 43.2 Pursuant to ITB Clauses 6 and 14, and as additionally may be specified in the BDS, the determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. If so specified in the BDS, at the time of post-qualification the Purchaser may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.
- 43.3 An affirmative post-qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 44. Award Criteria**
- 44.1 Subject to ITB Clause 46, the Purchaser will award the Contract to the Bidder whose Second Stage Bid has been determined to be

substantially responsive and the Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 43.

- 45. Purchaser's Right to Vary Quantities at Time of Award**
- 45.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) indicated in the BDS, any of the following:
- (a) the quantity of substantially identical Subsystems; or
 - (b) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or
 - (c) the quantity of Installation or other Services to be performed, from that specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other terms and conditions.
- 46. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 46.1 The Purchaser reserves the right to accept or reject any bid (whether first or second stage) or to annul the bidding process and reject all bids (whether first or second stage) at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 47. Notification of Award**
- 47.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter, or by electronic means to be subsequently confirmed in writing by registered letter, that its bid has been accepted.
- 47.2 The notification of award will constitute the formation of the Contract.
- 47.3 Upon the successful Bidder's furnishing of the signed Form of Contract Agreement and the performance security pursuant to ITB Clause 49, the Purchaser will promptly notify each unsuccessful second-stage Bidder and will discharge its bid security, pursuant to ITB Clause 29.
- 48. Signing of Contract**
- 48.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 48.2 As soon as practically possible, but no more than twenty-eight (28) days following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser.
- 49. Performance**
- 49.1 As soon as practically possible, but no more than twenty-eight (28) days following receipt of notification of award from the

Security

Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC, using the Performance Security Bank Guarantee form provided in the Bidding Documents or another form acceptable to the Purchaser.

- 49.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 48 or ITB Clause 49.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

50. Adjudicator

- 50.1 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 6. 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 First and/or Second Stage Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If a Bidder submitting a First Stage Bid 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 during the Clarification Meeting(s), if any, pursuant to ITB Clause 23.1 and/or in the bidder-specific memorandum titled “Changes Required Pursuant to First Stage Evaluation” pursuant to ITB Clause 23.8, a nomination - unless already agreed between Purchaser and Bidder - once again subject to a possible counterproposal in the Second Stage Bid Form. 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 6.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet

The following specific information relating to the System to be procured and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. GENERAL

ITB 1.1	<p>Name of Purchaser: the Tax Committee under the Government of the Republic of Tajikistan</p> <p>Name of authorized Purchasing Agent: <i>none</i></p> <p>Description of the System for which bids are invited: <i>supply, installation, commissioning and integration of hardware and software for the Human Resource Management Information System for the Tax Committee (the HRMIS). The Contract will also include training of the Tax Committee's staff. The HRMIS is to be developed for servicing not less than 2,400 registered users and at least 600 concurrent users.</i></p>
ITB 1.2	<p>Name of IFB: <i>Procurement of Human Resource Management Information System</i></p> <p>Number of IFB: <i>TJTARP/G/ICB-02</i></p> <p>Name of resulting Contract(s): <i>Procurement of Human Resource Management Information System</i></p>
ITB 1.3	<p>To add the following sub-clause:</p> <p><u>“1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.”</u></p>
ITB 1.4	<p>To add the following sub-clause:</p> <p><u>“1.4 Alternative procedures forming part or all of what is commonly known as e-Tendering is not applicable.”</u></p>
ITB 2.1	<p>Name of the Borrower: <i>Republic of Tajikistan</i></p> <p>Loan or credit number: <i>H810-TJ</i></p> <p>Loan or credit amount: <i>11,900,000SDR</i></p> <p>Name of Project: <i>Tax Administration Reform Project</i></p>
ITB 3.1, 3.2 and 3.3	<p>Sub-clauses ITB 3.1, 3.2 and 3.3 should now read as per Annex I to Section II. Bid Data Sheet.</p>
ITB 3.4	<p><i>This sub-clause should now read:</i></p> <p><u>“3.4 Any communications between the Bidder and the Purchaser related to matters of alleged corrupt, fraudulent, <i>collusive</i>, <i>coercive</i> or <i>obstructive</i> practices must be made in writing.”</u></p>
ITB 4.1 (a)	<p>The sub-clause should now read as follows:</p>

	<p><i>“(a) if a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, those firms – in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified and are <u>from any country subject to the restrictions specified in Section III. Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement.</u>”</i></p>
ITB 4.1 (b)	<p>The sub-clause should now read as follows:</p> <p><i>“(b) if a pre-qualification process has not been undertaken for the Contract(s) for which these Bidding Documents have been issued, then all firms from any country <u>subject to the restrictions specified in Section III. Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement.</u>”</i></p>
ITB 4.1	<p>The last sentence in this sub-clause should be replaced with the following:</p> <p><i>“A firm or other entity that is ineligible according to any of the provisions of Clause 4, may also not participate as a Joint Venture partner, or as Subcontractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.”</i></p>
ITB 4.2	<p>Sub-clause 4.2 should now read:</p> <p>“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:</p> <ul style="list-style-type: none"> (i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (ii) receives or has received any direct or indirect subsidy from another Bidder; or (iii) has the same legal representative as another Bidder; or (iv) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or (v) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or (vi) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or (vii) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation;

	<p>or</p> <p>(viii) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(ix) has 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 documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.”</p>
ITB 4.3	Sub-clause 4.3 should now read as per Annex I to Section II. Bid Data Sheet.
ITB 4	<p>To add the following sub-clause:</p> <p><i>“4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank’s satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.”</i></p>
ITB 4	<p>To add the following sub-clause:</p> <p><i>“4.6 A firm or individual is or will be disqualified from participation in this bidding if, at any time from advertisement of the bidding until and including contract award, the firm or individual is under:</i></p> <p>(a) a suspension by the Purchaser agreed by the Bank as a result of execution of a Bid-Securing Declaration in another Bank-financed procurement, or under a suspension by the Purchaser for other reasons that have been agreed by the Bank; or</p> <p>(b) a declaration of ineligibility by the Bank in accordance</p>

	<p>with ITB Clause 3.1 (d). The list of individuals and firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr/, or</p> <p>(c) a sanction imposed by the United Nations Security Council, as mentioned in ITB Clause 2.2.</p>
ITB 5.2	The last sentence of this sub-clause to delete.
ITB 5.3	<p>The last sentence of this Clause is replaced with the following:</p> <p><i>“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.”</i></p>
ITB 6.1 (a)	<p>Qualification requirements for Bidders are:</p> <p>(i) <i>During the last five (5) years (2011-2015), the Bidder must have completed as a management or prime contractor or a Joint Venture partner at least one (1) contract involving the development, installation, and provision of technical support for HRMIS. In addition, the Bidder must demonstrate implementation of one (1) Management Information System for at least 600 concurrent users. The Bidder must submit information about the completed contracts and contact information of clients from whom the references could be taken or whom the Purchaser may, when necessary, visit to familiarise themselves with the systems put into operation by the Bidder. All such visits will be on Purchaser’s account;</i></p> <p>(ii) <i>The Bidder shall have experience in development of at least one (1) application software using the software and RDBMS offered in its Bid;</i></p> <p>(iii) <i>Average Annual Turnover over the last three years shall be at least one million US Dollars (US\$1,000,000). In case of a Joint Venture the partner in charge should account for not less than 50% of the Average Annual Turnover and each Joint Venture member should have not less than 15% of the Average Annual Turnover. The Bidder must submit audited financial statements (including Balance Sheets) or Bank statements or balance sheets certified by a registered accountant and supported by tax return for the past three years (2012, 2013 and 2014) to demonstrate the current soundness of the bidder’s financial position and its prospective long-term profitability;</i></p> <p>(iv) <i>Manufacturer(s) of Information technologies and Software must hold ISO9000 series certification for process control. The Bidder shall provide copy of certificate of conformity issued by certification bodies;</i></p> <p>(v) <i>The Bidder shall have experience in training of Purchasers’ staff</i></p>

	<i>under the contract for establishment of management information systems of similar scale (preferably HRMIS).</i>
ITB 6.1 (b)	Manufacturer's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures - are required for all software.
ITB 6.2 (e)	<p>The sub-clause should now read:</p> <p>“(e) a firm may submit bids either as a single Bidder on its own, or as a partner in one Joint Venture submitting bids in response to these Bidding Documents. <u>If, as a result of the First and Second Stage Bid opening pursuant to ITB Clause 19 and Clause 36, this requirement is not met, all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified.</u> Furthermore, a firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software manufactured or produced by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder’s overall qualifications, any Subcontractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. <u>The same will normally apply to firms that have provided Subcontractor agreements for certain services as may be defined in ITB Clause 6.</u> Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any number of bids. If the BDS for ITB 40.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.2 (e) apply only to bids for the same Subsystem(s), lot(s), or slice(s);</p>
ITB 6.3	<p>To delete the following in the first sentence:</p> <p>“, including vendors,”.</p>

B. THE BIDDING DOCUMENTS

ITB 9.1	<p>The sub-clause should now read as follows:</p> <p>9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:</p> <p><u>Volume 1:</u></p> <p>Section I Instructions to Bidders (ITB) Section II Bid Data Sheet (BDS) Section III Eligible Countries for the Provision of Goods,</p>
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	<p>Works, and Services in Bank-Financed Procurement</p> <p>Section IV General Conditions of Contract (GCC)</p> <p>Section V Special Conditions of Contract (SCC)</p> <p>Section VI Technical Requirements (including Implementation Schedule), except for Schedule of Requirements</p> <p>Section VII Sample Forms</p> <p><u>Volume 2:</u></p> <p>Section VI. Schedule of Requirements</p>
ITB 10.1	<p>Purchaser's / duly authorized Purchasing Agent's address:</p> <p>Attn: Mr. Solehzoda A. M.</p> <p>Address: Tax Committee under the Government of the Republic of Tajikistan</p> <p>42/2 N. Karabaev Str.</p> <p>Floor/ Room number: room 426/428,</p> <p>City: <i>Dushanbe</i></p> <p>ZIP Code: <i>734018</i></p> <p>Country: <i>Tajikistan</i></p> <p>Telephone: <i>+992 37 233 08 38</i></p> <p>Electronic mail address: <i>TARP@andoz.tj</i></p>
ITB 10.2	<p>Dates, times, and places for the pre-bid meeting:</p> <p><i>1 March 2016 at 14:00 (Dushanbe time)</i></p> <p>Address: Tax Committee under the Government of the Republic of Tajikistan</p> <p>42/2 N. Karabaev Str.</p> <p>Floor/ Room number: <i>third floor, Conference Room</i></p> <p>City: <i>Dushanbe</i></p> <p>Country: <i>Tajikistan.</i></p>

C. PREPARATION OF FIRST STAGE BIDS

ITB 12.1	<p>The language of all correspondence and documents related to the bid is: <i>English.</i></p> <p><i>To facilitate evaluation of bids, the Purchaser requests Bidders to also submit translation of their bids into Tajik or Russian. However, the lack of translation shall not be cause for rejection of bids or effect evaluation of the Bid. In case of discrepancies between the English version and the translation, the English version will prevail.</i></p> <p>Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>
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ITB 13.1 (c)	<p>To add the following:</p> <p>“(viii) Attachment 9. Joint Venture Agreement or Letter of Intent</p> <p><i>Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement;</i></p> <p>(x) Attachment 10. Inventory Table</p> <p><i>The Bidders are required to modify sample components, materials and their quantities given in the Inventory Tables (Section VI. Technical Requirements) to comply with the proposed solution and technologies.</i></p> <p>(xi) Attachment 11. Sample Maintenance Plan</p> <p><i>The Bidders are required to submit a Sample Maintenance Plan in accordance with Volume 2. Section VI. Technical Requirements. Part 12. Warranty and Maintenance.”</i></p> <p>(xii) Attachment 12. Expected Hardware Environment</p> <p><i>The Bidders are required to submit draft technical requirements to the expected hardware environment.</i></p>
ITB 14.2 (c)	<p>In addition to the topics described in ITB Clause 14.2 (c), the Preliminary Project Plan must address the topics <i>listed in SCC Clause GCC 19.1 and Volume 2. Section VI. Technical Requirements. Part 9. Integration, Methodology, Project Management, Coordination and Reporting (PM). The Preliminary Project Plan shall also include references to the applicable standards, including those for Detailed Technical Design, and the content of design documents.</i></p>
ITB 14.3	<p>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: <i>none.</i></p>
ITB 16.1	<p>Required number of bid copies, besides the original, for both First and Second Stage Bids: two (2) copies.</p> <p><i>In addition to the hard copy, the Bidders are also required to enclose a CD with electronic copy of their Bids in PDF format in English with Tajik or Russian translation, if any.</i></p>
ITB 16.2	<p>To add the following paragraph:</p> <p><i>“In case the Bidder is a Joint Venture or Consortium, the First Stage Bid shall be signed by an authorized representative of the Joint Venture or the Consortium on behalf of the Joint Venture, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.”</i></p>

D. SUBMISSION OF FIRST STAGE BIDS

ITB 18.1	<p>The address for First Stage Bid submission is:</p> <p>the State Committee on Investments and State Property Management of the Republic of Tajikistan 27, Shotemur str., Dushanbe, 734025, Tajikistan</p> <p>Deadline for First Stage Bid submission is:</p> <p>Time: 14:00 (Dushanbe time) Date: 30 March 2016</p>
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E. OPENING AND EVALUATION OF FIRST STAGE BIDS

ITB 19.1	<p>Time, date, and place for the opening of First Stage Bids:</p> <p>Time: 14:15 (Dushanbe time) Date: 30 March 2016</p> <p>Address: State Committee for Investment and State Property Management of the Republic of Tajikistan 27 Shotemur Str, room #9 Dushanbe, Tajikistan.</p>
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F. FIRST STAGE BID CLARIFICATION MEETINGS

ITB 23.3	<p>Live demonstrations and/or tests of the solution proposed in the bid or of certain products forming the proposed solution will not form part of the Bid Clarification stage.</p> <p><i>Nevertheless the Bidders should demonstrate the overall review of the proposed HRMIS, including structure of the system, integration between the modules, description of interfaces with public agencies and external systems (e.g., payroll application based on "1C"), internal and external access to the HRMIS and other Tax Committee's systems, methods of authorization, authentication and access control.</i></p>
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G. PREPARATION OF SECOND STAGE BIDS

ITB 25 (e)	<p><i>To add the following:</i></p> <p><i>“(vii) Attachment 7. Joint Venture Agreement or Letter of Intent (in case of a Joint Venture Bidder);</i></p> <p><i>(viii) Attachment 8. Maintenance Services Costing</i></p> <p><i>The Bidders are required to submit Maintenance Services</i></p>
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	<i>Costing to cover a 36-month HRMIS after-warranty period.”</i>
ITB 27.1	<p><i>To add the following:</i></p> <p><i>“Bidders are required to modify sample components, materials and their quantities given in the Price Schedules (Section VII. Sample Forms) to comply with the proposed solution and technologies.</i></p> <p><i>Any Bid not accompanied by the above information may be rejected by the Purchaser as non-responsive.”</i></p>
ITB 27.1	<p>Recurrent cost items are <i>not</i> required.</p> <p><i>However, the Bidders are requested to submit together with their Bids a proposal that includes sample maintenance plan for the DDC and the BDC and cost estimates to cover a 36-month period. The Purchaser intends to enter into a maintenance agreement with successful Bidder(s) after the Warranty period subject to satisfactory negotiations.</i></p> <p><i>The maintenance plan and the cost estimates are for information purposes only and are NOT part of the evaluation process.</i></p>
ITB 27.4	The Incoterms edition is <i>Incoterms 2010</i> .
ITB 27.4 (a)	<p>For foreign goods priced on a CIP (named place of destination) basis:</p> <p>(i) The contract of carriage shall include the cost of unloading the goods at destination, as well as payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign Goods for their transit through any country other than the Purchaser's country.</p> <p>(ii) The named place of destination shall be:</p> <p><i>New building: Dushanbe, Shotemur Street, next to the building of the Ministry of Foreign Affairs of the Republic of Tajikistan.</i></p>
ITB 27.4 (b)	<p>The sub-clause should now read:</p> <p>(b) <i>Locally supplied Goods:</i></p> <p>(i) <i>For Goods manufactured in the Purchaser's Country:</i></p> <p><i>Unit prices of Goods 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 already paid or payable on the components and raw material used in the manufacture or assembly of the Goods, but excluding all VAT or sales and other taxes incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded;</i></p> <p>(ii) <i>For Goods manufactured outside the Purchaser's Country, already imported:</i></p> <p><i>Unit prices of Goods shall be original import value on an CIP basis plus any mark-up (or rebate), excluding customs duties and other import taxes levied on the imported Good, sales and other similar taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported. The customs duties, VAT and other import taxes already paid for the imported goods will</i></p>

	<p><i>be compensated through tax/duties setoff;</i></p> <p><i>(iii) Inland Transportation</i></p> <p><i>the price for locally supplied Goods shall include cost of inland transportation, insurance, and other local services required to convey the Goods to their final destinations.</i></p>
ITB 27.4 (c)	There are no BDS provisions for ITB Clause 27.4 (c).
ITB 27.5	There are no BDS provisions for ITB Clause 27.5.
ITB 27.4, 27.5, 27.6	<i>The Goods to be imported under the Tax Administration Reform Project are exempted from customs duties, VAT and other import taxes except for customs fees. The exemption does not apply to Goods already imported for which duties, taxes and other impositions have been paid.</i>
ITB 27.7	Prices quoted by the Bidder shall be fixed .
ITB 28.1 (a)	<p>The sub-clause should now read as follows:</p> <p>“(a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside the Purchaser’s Country in the currencies of countries eligible according to Section III. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used”.</p>
ITB 28.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the System offered locally (i.e., from within the Purchaser’s Country), as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local services incidental to delivery, installation and operation of the System, is: <i>any currency</i> .
ITB 29.1	<p>A bid security will be required.</p> <p>The amount of bid security required is: <i>eight thousand US Dollars (US\$8,000)</i>. Bidders permitted by their Invitation for Bids -- Second Stage to also bid alternatives, need to include only one bid security.</p>
ITB 29.2	The Bid Security shall be in the form of a bank guarantee from a banking institution.
ITB 29.7 (a) (ii)	To delete this paragraph.
ITB 30.2	<p>The sub-clause should now read as follows:</p> <p>“30.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without <u>risking forfeiting the Bid Security, but in this case the bid will be out of the competition for the award</u>. Except as provided in ITB Clause 30.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant</p>

	to ITB Clause 29.2 (f).”
ITB 31.2	To add the following paragraph: <i>“In case the Bidder is a Joint Venture or Consortium, the Second Stage Bid shall be signed by an authorized representative of the Joint Venture or the Consortium on behalf of the Joint Venture, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.”</i>
ITB 35	The title of this clause should now read as follows: “ <u>Withdrawal, Substitution, and Modification of Bids</u> ”.
ITB 35	The clause should now read as follows: “35.1 The Bidder may withdraw, <u>substitute, or modify</u> its Second Stage Bid after submission, provided that written notice of the <u>withdrawal, substitution, or modification</u> is received by the Purchaser prior to the deadline prescribed for bid submission. <u>All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 31.2.</u> 35.2 All notices of withdrawal, substitution, or modification shall <ul style="list-style-type: none"> (a) be addressed to the Purchaser at the address named in the BDS for ITB Clause 32.2 (a), and (b) bear the Contract name, the IFB Title and IFB Number, and the words “SECOND STAGE BID WITHDRAWAL NOTICE”, “SECOND STAGE BID SUBSTITUTION NOTICE”, or “SECOND STAGE BID MODIFICATION NOTICE”. 35.3 <u>A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.</u> 35.4 <u>Bids requested to be withdrawn in accordance with ITB 35.1 shall be returned unopened to the Bidders.</u> Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. 35.5 <u>The substitution or modification of the bid shall be prepared, sealed, marked, and dispatched as follows:</u> <ul style="list-style-type: none"> (a) <u>The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 31.1 of any substitution or modification to its bid, clearly identified as such, in two inner envelopes duly marked “SECOND STAGE BID SUBSTITUTION -- ORIGINAL” or “SECOND STAGE BID MODIFICATION -- ORIGINAL” and “SECOND STAGE BID SUBSTITUTION -- COPIES” or “SECOND STAGE BID MODIFICATION -- COPIES.” The inner envelopes shall be sealed in an outer envelope, which shall be duly</u>

	<p><u>marked “SECOND STAGE BID SUBSTITUTION” or “SECOND STAGE BID MODIFICATION”.</u></p> <p>(b) <u>Other provisions concerning the marking and dispatch of a Second Stage Bid substitution or modification shall be in accordance with ITB Clauses 32.2, 32.3, and 32.4.</u></p> <p>35.6 No Second Stage Bid may be withdrawn, <u>substituted, or modified</u> in the interval between the Second Stage Bid submission deadline and the expiration of the Second Stage Bid validity period <u>specified by the Bidder in the Second Stage Bid Form, or any extension thereof agreed to by the Bidder.</u> Withdrawal of a bid during this interval may result in the forfeiture of the <u>Bid Security, if any,</u> pursuant to ITB Clause 29.7.</p>
ITB 36.1	<p>The sub-clause should now read as follows:</p> <p>“36.1 The Purchaser will open all Second Stage Bids, including withdrawals, <u>substitutions</u> and modifications, in public, in the presence of Bidders’ representatives who choose to attend, at the time, on the date and at the place specified in the Invitation for Bids -- Second Stage. Bidders’ representatives shall sign a register as proof of their attendance.”</p>
ITB 36.2	<p>The sub-clause should now read as follows:</p> <p>“36.2 <u>First, envelopes marked “SECOND STAGE BID WITHDRAWAL NOTICE” shall be opened and read out and the envelope with the corresponding Second Stage Bid shall not be opened, but returned to the Bidder. No Second Stage Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Second Stage Bid opening. Next, envelopes marked “SECOND STAGE BID SUBSTITUTION NOTICE” shall be opened and read out and exchanged with the corresponding Second Stage Bid being substituted, and the substituted Second Stage Bid shall not be opened, but returned to the Bidder. No Second Stage Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Second Stage Bid opening. Envelopes marked “SECOND STAGE BID MODIFICATION NOTICE” shall be opened and read out with the corresponding Second Stage Bid. No Second Stage Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Second Stage Bid opening. Only Second Stage Bids that are opened and read out at Second Stage Bid opening shall be considered further.</u></p>
ITB 36.3	<p>To delete the following words in this sub-clause:</p> <p>“the presence or absence of requisite powers of attorney;”.</p>
ITB 36.4	<p>To add the following in this sub-clause:</p>

	“These bids, including any bids validly withdrawn in accordance with ITB Clause 36.2, will promptly be returned, unopened, to their Bidders.”
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H. SUBMISSION OF SECOND STAGE BIDS

I. OPENING AND EVALUATION OF SECOND STAGE BIDS

ITB 38.2	<p><i>The sub-clause should now read as follows:</i></p> <p>“38.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between <u>added or subtracted</u> subtotals and <u>totals</u>, the unit or subtotal price shall prevail and the total price shall be corrected, <u>unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected.</u></p> <p>If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to provisions of this clause. <u>If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.</u>”</p>
ITB 39.1	<p>The currency chosen for the purpose of converting to a common currency is: <i>Tajik Somoni.</i></p> <p>The source of exchange rate is: <i>National Bank of Tajikistan, www.nbt.tj.</i></p> <p>The date of exchange rate determination is: <i>the deadline for Submission of Second-Stage Bids as specified in the Invitation for Bids -- Second Stage.</i> In case that no exchange rates are available on this date from the source indicated above, the latest available exchange rates from the same source prior to this date will be used.</p>
ITB 40.1	<p>Bids for Subsystems, lots, or slices of the overall Information System will not be accepted.</p> <p>Discounts for the award of multiple Subsystems, lots, or slices will not be considered in bid evaluation.</p>
ITB 40.4	<p>The Second Stage Bid evaluation will not take into account technical factors in addition to cost factors.</p>
ITB 40.5	<p><i>No technical/quality evaluation parameters are used in this procurement.</i></p>
ITB 40.6 (c) (i)	<p>The Purchaser will accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.</p> <p>Completion of installation and commissioning offered by Bidders can be beyond the period specified in the Implementation Schedule</p>

	<p>by up to maximum of <i>eight (8)</i> weeks.</p> <p>The percentage for adjustment of a bid offering to complete installation and commissioning later than the specified date, but earlier than the maximum delay, is <i>one-half percent (0.5%)</i> of the bid price per week.</p> <p><i>Advanced completion of installation and commissioning offered by Bidders is acceptable but no adjustment of the bid price for advanced completion is applicable. Any advances offered by the Bidder will become contractually deliverable and liquidated damages may be claimed for subsequent delays.</i></p>
ITB 40.6 (c) (ii)	The Purchaser will not accept deviations in the payment schedule in the SCC.
ITB 40.6 (d)	Recurrent cost items are <i>not</i> required.
ITB 41.1	A margin of domestic preference will not apply.

J. POST-QUALIFICATION AND AWARD OF CONTRACT

ITB 43.2	As additional post-qualification measures, the Information System (or components/parts of it) offered by the Lowest Evaluated Bidder may be subjected to the following tests and performance benchmarks prior to Contract award: <i>reference to be taken or reference site visits to be held by the Purchaser to familiarise themselves with the systems put into operation by the Bidder.</i>
ITB 45.1	Percentage for quantity increase or decrease: fifteen (15) per cent.
ITB 47.3	<p>Sub-clause 47.3 is renumbered to read 47.4.</p> <p>New sub-clause 47.3 should now read as follows:</p> <p><i>“47.3 The Purchaser shall promptly publish in UNDB online and in dgMarket the results, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name, evaluated price and, if the bidding conditions included scoring for technical quality, the technical score of each bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may make a request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.”</i></p>
ITB 50.1	<p>The proposed Adjudicator is: <i>Mr. Gafurov Hairullo Mirzamonovich as per the résumé attached to this Bid Data Sheet (Annex II).</i></p> <p>The proposed hourly fee is: <i>US\$75.</i></p> <p>The expenses that would be considered reimbursable to the</p>

	<p>Adjudicator are: <i>dispute-related telephone, fax, and other communications costs, as well as all costs associated with any trips to the site(s), if any. All such expenses will be reimbursed at the actual costs against receipt.</i></p>
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Annex I to Section II. Bid Data Sheet.

Clause ITB 3: The provisions in ITB 3.1 to 3.3 are replaced with the following, including relevant footnotes:

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;
 - (iii) "collusive practice" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) "obstructive practice" is
 - (aa) 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

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ "Party" refers to a participant in the procurement process or contract execution.

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

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures⁶, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷ subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

3.3 Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 in the General Conditions of Contract.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either 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 are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

Clause ITB 4 (Eligible bidders): The provision in ITB 4.3 is replaced with the following, including relevant footnotes:

- 4.3 A firm that has been sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to 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 determine. The list of debarred firms is available at the electronic address specified in ITB Clause 4.6 - <http://www.worldbank.org/debarr>.

Annex II to Section II. Bid Data Sheet.

Name	Gafurov Hairullo Mirzamonovich Lawyer, Candidate Of Juridical Science Adjudicator of the Mediation Court under the Chamber of Commerce and Industry of the Republic of Tajikistan
Year Of Birth	1977

1. Education

Year	University, department, major	Country
1996-2001	Tajikistan National University, Law Department, Lawyer	Tajikistan
2004-2006	Moscow State Law Academy (post-graduate study) Candidate of Juridical Science	Russia

2. Professional Development

Year	Courses	Country
2003-2003	COLPI, Interactive Training Methods	Armenia
2005, 2007	OSCE, Professional Skills of Lawyer	Kazakhstan
2006	Soros Foundation, Legal Clinical Education	Turkey
2006, 2008, 2010, 2012	the Mediation Court under the Chamber of Commerce and Industry of the Republic of Tajikistan the Mediation Court under the Chamber of Commerce and Industry of Russia Soros Foundation, Development of Adjudication in Tajikistan International Court of Arbitration	Uzbekistan, Switzerland, Ukraine, Poland, Tajikistan

3. Work Experience

Year	Institution	Position
2001-2007	Tajikistan National University	Assistant
2002-2005	Tajikistan National University	Coordinator Legal Clinic
2008 -	Tajikistan National University	Associate Professor
2008 -	College of Advocates of the Republic of Tajikistan "Sipar"	Advocate

**SECTION III. ELIGIBLE COUNTRIES FOR THE PROVISION OF
GOODS, WORKS, AND SERVICES IN BANK-FINANCED
PROCUREMENT**

Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement

1. Eligible for this procurement are firms of, and goods manufactured in, all countries except countries, if any, listed in the following restrictions.
2. In accordance with para. 1.10 (a) of the Guidelines: Procurement under IBRD Loans and IDA Credits, firms of a Country or goods manufactured in a Country may be excluded if
 - (i) as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the goods, works, and non-consulting services required, or
 - (ii) 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 payments to, a particular country, person, or entity. .
3. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

With reference to paragraph (i) above: *none*.

With reference to paragraph (ii) above: *none*.

SECTION IV. GENERAL CONDITIONS OF CONTRACT (GCC)

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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 Form of 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 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 Section of the Bidding Documents.
 - (vii) “Implementation Schedule” means the Implementation Schedule Sub-section of the Technical Requirements.
 - (viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
 - (ix) “Procurement Guidelines” refers to the edition specified in the SCC of the World Bank Guidelines: Procurement under IBRD Loans and IDA Credits.
 - (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 World Bank Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.

(b) entities

- (i) “Purchaser” means the person purchasing the Information System, as specified in the SCC.
- (ii) “Project Manager” means the person appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) and named as such in the SCC to perform the duties delegated by the Purchaser.
- (iii) “Supplier” means the person(s) 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 and 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,” including vendors, means any person 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 or difference between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 6.1 (Adjudicator).
- (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 and Finalized 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 and Finalized 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 and Finalized 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) “Project Site(s)” means the place(s) specified in the SCC 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 Guidelines: Procurement under IBRD Loans and IDA Credits. (**Note:** The World Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the Bank or its web site on procurement. A copy of the negative list is contained in the Section of the Bidding Documents entitled “Eligibility for the Provision of Goods, Works, and Services in Bank-

- Financed Procurement”).
- (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 specified in the SCC.
 - (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 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).
 - (xiii) “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.

- 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 Language
- 3.1.1 Unless the Supplier is a national of the Purchaser's Country and the Purchaser and the Supplier agree to use the national language, all Contract Documents, all correspondence, and communications to be given shall be written in the language specified in the SCC, and the Contract shall be construed and interpreted in accordance with that language.
- 3.1.2 If any of the Contract Documents, correspondence, or communications are prepared in any language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.
- 3.2 Singular and Plural
- The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 3.3 Headings
- The 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 Persons
- Words importing persons or parties shall include firms, corporations, and government entities.
- 3.5 Incoterms
- Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the current Incoterms ("Incoterms 2000" or a more recent version if and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.
- 3.6 Entire Agreement

The 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 Amendment

No 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 Supplier

The 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 Venture or Consortium

If the Supplier is a Joint Venture or consortium of two or more persons, 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 persons to act as a leader with authority to bind the Joint Venture or consortium. The composition or constitution of the Joint Venture or consortium shall not be altered without the prior consent of the Purchaser.

3.10 Nonwaiver

3.10.1 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 Severability

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

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 by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI) to the address of the relevant party as specified in the SCC, with the following provisions.

4.1.1 Any notice sent by cable, telegraph, telex, 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 cable, telegraph, telex, 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, cable, telex, facsimile, electronic mail, or EDI address or addressee 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, and certificates to be given under the Contract.

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.

6. Settlement of Disputes 6.1 Adjudication

6.1.1 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 or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, within fourteen (14) days after one party has notified the other in writing of the dispute or difference, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall 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 28 days (instead of 14), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1.

6.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of a 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.

6.1.3 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.

6.1.4 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.

6.2 Arbitration

6.2.1 If either the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to him or her, then either the Purchaser or the Supplier may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, 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.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

6.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

6.3 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.

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 and Finalized 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 Form 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 in the Technical Requirements Section and any refinements made in the Agreed and Finalized 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) within the time specified in the SCC and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized 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 and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. 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 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 9.9 Other Supplier responsibilities, if any, are as stated in the SCC.

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 and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. 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 and Finalized 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 and Finalized 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 Technical Requirements Section's Implementation Schedule and the Agreed and Finalized 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 and Finalized 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 Other Purchaser responsibilities, if any, are as stated in the SCC.

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 The Contract Price shall be a firm lump sum not subject to any alteration, except:
- (a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
 - (b) in accordance with the price adjustment formula (if any) specified in the SCC.
- 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 All 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 in the currency of the Purchaser's Country, unless otherwise 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 Securities

The 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 Security

13.2.1 As specified in the SCC, the Supplier shall provide a security equal in amount and currency to the advance payment, 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. The way the value of the security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 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 in one of the following forms:

- (a) a bank guarantee, in the form provided in the Sample Forms Section of the Bidding Documents, or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's Country or outside the Purchaser's Country, acceptable to the Purchaser; or
- (b) a cashier's or certified check.

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 thirty (30) days after its

expiration.

13.3.4 The security shall be reduced:

- (a) pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Operational Acceptance, if permitted by the Contract, on the date of such Operational Acceptance;
- (b) by the amount specified in the SCC, to reflect Operational Acceptance of the entire System, on the date of such 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 these 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 as may be otherwise specified in the SCC.
- 15.4 As applicable, the Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials are specified the SCC. Subject to 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.

**16. Software
License
Agreements**

15.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC.

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) valid throughout the territory of the Purchaser's Country (or such other territory as specified in the SCC); and
 - (iv) subject to additional restrictions (if any) as specified in the SCC.
- (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) as specified in the SCC, 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 and unless the Supplier agrees otherwise in writing, 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) as 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) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are specified in the SCC (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

16.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC, to verify compliance with the above license agreements.

17. Confidential Information

17.1 Except if otherwise specified in the SCC, the Purchaser and the Supplier (“the Receiving Party”) shall each 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”):

- (a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or
- (b) where the Supplier is the Receiving Party, generated by the Supplier 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,

whether such information has been furnished or generated prior to, during, or following termination of the Contract (“Confidential Information”).

17.2 Notwithstanding the above:

- (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.

17.3 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.

17.4 The obligation of a party under GCC Clauses 17.1, 17.2, and 17.3 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.

17.5 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.

17.6 The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives 18.1 Project Manager

If 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. Subject to the extensions and/or limitations 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. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract.

All notices, instructions, information, and other communications given by the Supplier to the Purchaser under the Contract shall be given to the Project Manager, except as otherwise provided for in this Contract.

18.2 Supplier's Representative

18.2.1 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 Subject to the extensions and/or limitations 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. The Supplier's Representative shall give to the Project Manager all the Supplier's notices, instructions, information, and all other communications under the Contract.

All notices, instructions, information, and all other communications given by the Purchaser or the Project Manager to the Supplier under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as otherwise provided for in this Contract.

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 a copy of such a notice has been delivered to the Purchaser and the Project Manager.

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 Removals

18.3.1 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 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized 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 and Finalized Project Plan and the Contract.
- 19.5 The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements.

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, in the SCC, or in Appendix 3 of the Contract Agreement.

21. Design and Engineering

21.1 Technical Specifications and Drawings

21.1.1 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 Standards

Wherever 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 unless otherwise specified in the SCC. 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 Technical Documents by the Project Manager

21.3.1 The Supplier shall prepare and furnish to the Project Manager the documents as specified in the SCC 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 or difference 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 or difference may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute or difference 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 6.1.2, 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 GCC Clause 14.2, 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 Transportation

22.4.1 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.

22.4.2 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.

22.4.3 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 telex, 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 telex, 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 Form in its bid.
- 23.4 During the Warranty Period, unless otherwise specified in the SCC, 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 and Finalized 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 and the Project Manager or their designated representatives 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 or difference of opinion 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 6 (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 and Finalized 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 Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified in the Contract), 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 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified in the Contract) 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 and Finalized 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 Tests

27.2.1 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 Subsystem[s] if specified in the Contract), 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. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized 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 component if allowed by the SCC and/or the Technical Specifications) cannot be successfully completed within the period specified in the SCC, 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 and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 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 and Finalized 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 Acceptance

27.4.1 If specified in the Contract, 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 a whole (if specified in the Contract) 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, if specified in the Contract) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized 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 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems if specified in the Contract) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized 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 specified in the SCC as a percentage of the Contract Price, 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 specified in the SCC (“the Maximum”). 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 in

the Technical Requirements and/or Agreed and Finalized 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. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. 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 In addition, 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, (ii) they have been previously released to the market, and (iii) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified in the SCC.

29.4 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 the length of time specified in the SCC.

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 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period specified in the SCC, 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.

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 "Year 2000 Compliance." The Supplier warrants that the Information Systems and Technologies being supplied under this Contract are designed or modified, and fully tested, to

operate without interruption or manual intervention in compliance with Contract requirements for dates before and after 2000 AD, including correct treatment of year 2000 as a leap year, date data century recognition, calculations that accommodate same-century and multi-century formulas and date values, and date data interface fields that allow the specification of century.

30.3 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.

30.4 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 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, or 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 contacted 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 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

- 36.1 The Supplier and each and every Subcontractor shall abide by

**Damage to
Property;
Accident or
Injury to
Workers;
Indemnification**

- 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 Transport

as 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" Insurance

as 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 Insurance

On 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 Insurance

In 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 effected 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 Change

39.1.1 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 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 Purchaser

- 39.2.1 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 an “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Purchaser shall do one of the following:
- (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
 - (b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
 - (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.
- 39.2.3 Upon receipt of the Purchaser’s instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.
- 39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.
- 39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the

Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.7 If the Purchaser and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

39.3.1 If 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, except that the words “Change Proposal” shall be read, for the purposes of this GCC Clause 39.3.1 as “Application for Change Proposal.” 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.

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 6.

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 Default

41.2.1 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 therefor 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 corrupt or fraudulent practices 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.

For the purposes of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

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 and Finalized 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 Supplier

41.3.1 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

42.1 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.

SECTION V. SPECIAL CONDITIONS OF CONTRACT (SCC)

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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 World Bank Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, edition of January 2011.
GCC 1.1 (b) (i)	The Purchaser is: Tax Committee under the Government of the Republic of Tajikistan.
GCC 1.1 (b) (ii)	The Project Manager is: <i>Mr. Yusufi Pulojon Sulton, Deputy Chairman of the Tax Committee under the Government of the Republic of Tajikistan.</i>
GCC 1.1 (b) (iii)	The paragraph should now read as follows: <i>“Supplier” means the <u>firm or Joint Venture</u> whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.”</i>
GCC 1.1 (b) (iii)	The paragraph should now read as follows: <i>“Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement <u>or otherwise</u> approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.”</i>
GCC 1.1 (b) (v)	The paragraph should now read as follows: <i>“Subcontractor means any <u>firm</u> 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.”</i>
GCC 1.1 (b) (vi)	The paragraph should now read as follows: <i>“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 6.1 (<u>Adjudication</u>).”</i>
GCC 1.1 (e) (i)	The Purchaser’s Country is: Republic of Tajikistan.
GCC 1.1 (e) (iii)	The Project Site(s) is/are: <i>as specified in the Implementation Schedule in Section VI. Technical Requirements.</i>
GCC 1.1 (e) (iv)	The paragraph should now read as follows: <i>“Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in</i>

	<i>the <u>Procurement Guidelines</u>. (Note: The World Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the Bank or its web site on procurement. A copy of the list is contained in the Section of the Bidding Documents entitled “<u>Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement</u>”).”</i>
GCC 1.1 (e) (x)	<i>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.</i>
GCC 1.1. (e) (xii)	<i>The Post-Warranty Services Period is thirty six (36) months starting with the completion of the Warranty Period. The Post-Warranty Services will be delivered under separate contract(s) and are not included in this Contract.</i>

2. Contract Documents (GCC Clause 2)

GCC 2	<i>There are no Special Conditions of Contract applicable to GCC Clause 2.</i>
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3. Interpretation (GCC Clause 3)

GCC 3.1.1	All Contract Documents, all related correspondence exchanged between Purchaser and Supplier and all other documentation to be prepared and supplied under the Contract not otherwise specified in the Technical Requirements shall be written in the <i>English</i> language, and the Contract shall be construed and interpreted in accordance with that language.
GCC 3.2.1	The sub-clause should now read as follows: <i>“If any of the Contract Documents <u>or related</u> correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents <u>into the governing language</u> shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.”</i>
GCC 3.9	The sub-clause should now read as follows: <i>“3.9 <u>Joint Venture</u> “If the Supplier is a Joint Venture of two or more <u>firms</u>, 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.”</i>

4. Notices (GCC Clause 4)

GCC 4.1	<p>The sub-clause should now read as follows:</p> <p><i>“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, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.”</i></p>
GCC 4.2	<p>The sub-clause should now read as follows:</p> <p><i>“Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.”</i></p>
GCC 4	<p>To add the following sub-clause:</p> <p><i>“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 below 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.</i></p> <p><i>Address of the Project Manager:</i></p> <p>Room 317/319 42/2 N. Karabaev Str. Dushanbe, 734018, Tajikistan.</p> <p><i>Fallback address of the Purchaser:</i></p> <p>Room 426/428 42/2 N. Karabaev Str. Dushanbe, 734018, Tajikistan.”</p>

5. Governing Law (GCC Clause 5)

GCC 5.1	<p>The Contract shall be interpreted in accordance with the laws of: Republic of Tajikistan.</p>
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6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.1	<p>The sub-clause should now read as follows:</p> <p><i>“If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract,</i></p>
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	<p><i>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, <u>within another fourteen (14) days</u>, 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 6.2.1.”</i></p>
GCC 6.1.4	<p>The Appointing Authority for the Adjudicator is: <i>the Mediation Court under the Chamber of Commerce and Industry of the Republic of Tajikistan.</i></p>
GCC 6.2.1	<p>The sub-clause should now read as follows:</p> <p>“6.2.1 If</p> <ul style="list-style-type: none"> (a) <i>the Purchaser or the Supplier is dissatisfied with the Adjudicator’s decision <u>and acts before this decision has become final and binding pursuant to GCC Clause 6.1.2, or</u></i> (b) <i>the Adjudicator fails to give a decision <u>within the allotted time from referral of the dispute pursuant to GCC Clause 6.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or</u></i> (c) <i><u>in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 6.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,</u></i> <p><i>then either the Purchaser or the Supplier may <u>act to</u> give notice to the other party, with a copy for information to the Adjudicator <u>in case an Adjudicator had been involved</u>, 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.”</i></p>
GCC 6.2.3	<ul style="list-style-type: none"> (a) <i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign):</i> <p>Arbitration proceedings shall be conducted in accordance with the rules of arbitration of UNCITRAL. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <ul style="list-style-type: none"> (b) <i>If the Supplier is a national of the Purchaser’s country:</i> <p>Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration</p>

	in accordance with the laws of the Purchaser's country.
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B. SUBJECT MATTER OF CONTRACT

7. 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 Form in the Supplier's Bid: <i>none</i> .
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8. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: <i>thirty (30) days</i> from the Effective Date of the Contract.
GCC 8.2	Operational Acceptance will occur on or before: <i>Operational Acceptance date consistent with the Implementation Schedule in the Technical Requirements Section and any adjustments made in the Agreed and Finalized Project Plan.</i>

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.8	Sub-Clause 9.8 should now read as per Annex to Section V. Special Conditions of Contract.
GCC 9.9	The Supplier shall have the following additional responsibilities: <i>none</i> .

10. Purchaser's Responsibilities (GCC Clause 10)

GCC 10.12	The Purchaser shall have the following additional responsibilities: <i>none</i> .
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C. PAYMENT

11. Contract Price (GCC Clause 11)

GCC 11.2 (c)	Adjustments to the Contract Price shall be as follows: <i>none</i> .
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12. 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 in the manner specified below. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies
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	<p>specified in the Price Schedules of the Contract Agreement.</p> <p>(a) Advance Payment</p> <p>Ten 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.</p> <p>(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:</p> <p>forty percent (40%) of the total Contract Price for the Information Technologies, Materials and Goods shipped against Delivery documents as per SCC Clause GCC 22.5 below;</p> <p>thirty percent (30%) of the total Contract Price for the Information Technologies, Materials and Goods installed against Installation Certificate(s) to be issued in accordance with SCC Clause GCC 26.2;</p> <p>(c) Custom Software and Custom Materials:</p> <p>Ten percent (10%) of the Contract Price of the Software Development against approval by the Project Manager of System/Software Detailed Technical Design;</p> <p>ten percent (10%) of the Contract Price of the Software Development upon Alpha version testing as defined in Volume 2, Section VII Technical Requirements, Part 11. Documentation and Test Plans against Operational Acceptance Certificate to be issued in accordance with SCC Clause GCC 27.3;</p> <p>ten percent (10%) of the Contract Price of the Software Development upon Beta version testing as defined in Volume 2, Section VII Technical Requirements, Part 11. Documentation against Operational Acceptance Certificate to be issued in accordance with SCC Clause GCC 27.3;</p> <p>twenty percent (20%) of the Contract Price of the Software Development upon HRMIS Full Load Testing as defined in Volume 2, Section VII Technical Requirements, Part 11. Documentation and Test Plans Operational Acceptance Certificate(s) to be issued in accordance with SCC Clause GCC 27.3;</p> <p>twenty percent (20%) of the Contract Price of the Software Development upon the HRMIS Trial Operation against Operational Acceptance Certificate(s) to be issued in accordance with SCC Clause GCC 27.3;</p> <p>(d) Services other than Training and Software Development:</p> <p>twenty percent (20%) of the Contract Price for Services performed against approval by the Project Manager of the System/Software Detailed Technical Design;</p> <p>twenty percent (20%) of the Contract Price for Services performed upon completion of Alpha version testing as defined in Volume 2, Section VII Technical Requirements, Part 11.</p>
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	<p>Documentation and Test Plans against Operational Acceptance Certificate to be issued in accordance with SCC Clause GCC 27.3;</p> <p>twenty percent (20%) of the Contract Price for Services performed upon completion of Beta version testing as defined in Volume 2, Section VII Technical Requirements, Part 11. Documentation and Test Plans against Operational Acceptance Certificate to be issued in accordance with SCC Clause GCC 27.3;</p> <p>ten percent (10%) of the Contract Price for Services performed upon completion of Full Load Testing as defined in Volume 2, Section VII Technical Requirements, Part 11. Documentation and Test Plans against Operational Acceptance Certificate to be issued in accordance with SCC Clause GCC 27.3;</p> <p>(e) Training</p> <p>ten percent (30%) of the total Contract Price of Training Services against approval by the Project Manager of the Training Plan;</p> <p>forty percent (40%) of the pro-rata Contract Price for Training Services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.</p> <p>(f) Complete System Integration and Commissioning</p> <p>twenty percent (20%) of the entire Contract Price as final payment against Operational Acceptance and Commissioning of the HRMIS.</p>
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: <i>one-half (0.5) percent per annum.</i>
GCC 12.4	<p>For Goods and Services supplied locally, the Purchaser will pay <i>a foreign Supplier in the currency stated in the Contract Agreement and the Price Schedules it refers to.</i></p> <p>Payment for Goods and Services to Tajik Suppliers:</p> <p>If the contract is denominated in a foreign currency, payment will be effected after conversion into Tajik Somoni at the exchange rate fixed by the National Bank of Tajikistan at the date of payment in accordance with the national rules and regulations in force at the time of payment.</p> <p><i>A Tajik 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 or from outside the Purchaser's Country, and the conversion between this currency and Tajik Somoni for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate fixed by the National Bank of the Republic of Tajikistan.</i></p>
GCC 12.5	<p>Payment for Goods supplied from outside the Purchaser's Country shall be in the form of <i>an irrevocable letter of credit.</i></p> <p><i>Bank fees for opening and/or amending a Letter of Credit at the request of, or due to the fault of, the Purchaser are for the Purchaser's account.</i></p>

	<p><i>Bank fees for any amendments to a Letter of Credit at the request of, or due to the fault of, the Supplier, are for the Supplier's account.</i></p> <p><i>Alternatively, at the Supplier's option, payment for Goods supplied from outside the Purchaser's Country may be made by bank transfer.</i></p>
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13. Securities (GCC Clause 13)

GCC 13.2.1	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 Clause 12 above.
GCC 13.2.2	<p>The reduction in value and expiration of the Advance Payment Security are calculated as follows:</p> <p><i>A half of the security value will be deemed as recovered when Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials, have been delivered and installed, and the other half, when the HRMIS Trial Operation has successfully been completed.</i></p>
GCC 13.3.1	The Performance Security shall be denominated in [insert currency] for an amount equal to <i>ten (10)</i> percent of the Contract Price.
GCC 13.3.2 (a)	<p>The paragraph should now read as follows:</p> <p><i>"a bank guarantee in the form provided in the Sample Forms Section of the Bidding Documents, or <u>it shall be in another form acceptable to the Purchaser.</u>"</i></p>
GCC 13.3.2 (b)	To delete this paragraph.
GCC 13.3.4	<p>The paragraph should now read as follows:</p> <p><i>"Upon Operational Acceptance of the entire System, the security shall be reduced to two (2) percent of the Contract Price so that the reduced security would only cover the remaining warranty obligations of the Supplier."</i></p>

14. Taxes and Duties (GCC Clause 14)

GCC 14.3	<p>According to Article 192 of the Tax Code of the Republic of Tajikistan, the Government decree No. 211 dated 2 May 2013 and the Government decree No. 798 dated 31 December 2014:</p> <p>(i) The Goods to be imported under the Tax Administration Reform Project are exempted from customs duties, VAT and other import taxes except for customs fees. The exemption does not apply to Goods already imported for which duties, taxes and other impositions have been paid; and</p> <p>(ii) the Services, including training, to be provided under the Tax Administration Reform Project are exempted from VAT.</p>
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D. INTELLECTUAL PROPERTY

15. Copyright (GCC Clause 15)

GCC 15.3	<p>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:</p> <p><i>to the Purchaser's structural units and all successors in case of any reorganizations of the Purchaser in accordance with legislative acts of the Purchaser's Country.</i></p>
GCC 15.4	<p>The Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows:</p> <p><i>All intellectual property rights for Custom Software shall belong to the Purchaser. The Supplier is required to hand source codes for all custom software and application(s) to the Purchaser.</i></p> <p><i>The Purchaser shall have sole rights to use Custom Software as well as the sole rights to determine the right of use of Custom Software by a third party.</i></p> <p><i>The Purchaser entitles the Supplier to use Custom Software only while performing obligations under the Contract.</i></p> <p>The Purchaser's and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows:</p> <p><i>All intellectual property rights for Custom Materials shall belong to the Purchaser.</i></p> <p><i>The Purchaser shall have sole rights to use Custom Materials as well as the sole rights to determine the right of use of Custom Materials by a third party.</i></p> <p><i>The Purchaser entitles the Supplier to use Custom materials only while performing obligations under the Contract.</i></p>
GCC 15.5	<i>No software escrow contract is required for the execution of the Contract.</i>

16. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iii)	The Standard Software license shall be valid <i>throughout the territory of the Purchaser's Country.</i>
GCC 16.1 (a) (iv)	Use of the software shall be subject to the following additional restrictions: <i>none.</i>
GCC 16.1 (b) (ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer: <i>provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine.</i>
GCC 16.1 (b)	The Software license shall permit the Software to be disclosed to and

(vi)	reproduced for use (including a valid sublicense) by <i>support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts.</i>
GCC 16.1 (b) (vii)	In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, <i>the persons determined by respective legal act of the Purchaser</i> subject to the same restrictions as are set forth in this Contract.
GCC 16.2	The Supplier's right to audit the Standard Software will be subject to the following terms: <i>The Purchaser will make available to the Supplier within twenty one (21) days 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.</i>

17. Confidential Information (GCC Clause 17)

GCC 17.1	<i>There are no modifications to the confidentiality terms expressed in GCC Clause 17.1</i>
GCC 17.6	The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for <i>the period specified in the GCC.</i>

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

18. Representatives (GCC Clause 18)

GCC 18.1	<p>The sub-clause should now read as follows:</p> <p>«18.1 Project Manager</p> <p><i>If 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. Subject to the extensions and/or limitations specified below (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:</i></p> <p><i>The Purchaser's Project Manager shall have no additional powers or limitations to his or her authority to represent the Purchaser in matters</i></p>
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	<i>relating to the Contract.”</i>
GCC 18.2.2	The sub-clause should now read as follows: <i>“Subject to the extensions and/or limitations specified below (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: The Supplier’s Representative shall have no additional powers or limitations to his or her authority to represent the Supplier in matters relating to the Contract.”</i>
GCC 18.2.5	The last sentence of this sub-clause should now read as follows: <i>“No such delegation or revocation shall take effect unless and until the notice <u>of it</u> has been delivered.”</i>

19. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject: <i>as defined in Section VI. Technical Requirements (Volume II, Schedule of Requirements, Part 9. Integration, Methodology, Project Management, Coordination and Reporting (PM)).</i>
GCC 19.2	Within <i>fourteen (14)</i> days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within <i>fourteen (14)</i> 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 <i>five (5)</i> days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within <i>five (5)</i> 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 and Finalized Project Plan”) shall be contractually binding on the Purchaser and the Supplier.
GCC 19.5	The Supplier shall submit to the Purchaser the following reports: <i>(a) Weekly Contract Status Review and Ad-hoc meeting minutes,</i> <i>(b) Monthly progress reports summarizing:</i> <i>(i) results accomplished during the prior period;</i> <i>(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i> <i>(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i>

	<p>(iv) <i>other issues and outstanding problems; proposed actions to be taken;</i></p> <p>(v) <i>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;</i></p> <p>(vi) <i>other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</i></p> <p>(c) <i>Stage Reports;</i></p> <p>(d) <i>testing, inspection and quality assurance reports specified in the Technical Requirements and in the agreed Test Plan;</i></p> <p>(e) <i>training participants test results;</i></p> <p>(f) <i>monthly log of service calls and problem resolutions;</i></p> <p>(g) <i>Final Report.</i></p>
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20. Subcontracting (GCC Clause 20)

GCC 20	<i>There are no Special Conditions of Contract applicable to GCC Clause 20.</i>
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21. Design and Engineering (GCC Clause 21)

GCC 21.2	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date <i>as specified in the GCC.</i>
GCC 21.3.1	<p>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:</p> <p>(a) <i>System/Software Detailed Technical Design. The content of the design documents should be in accordance with the applicable standards specified in the Supplier's Bid and may include, but not limited to, System/Subsystem Design Document, Infrastructure Requirements Specifications, Software Requirements Specification and Interface Requirements Specification;</i></p> <p>(b) <i>System/Software Test Plan, including full load testing;</i></p> <p>(c) <i>Training Plan.</i></p>
GCC 21.3.5	To delete the words "or difference" throughout the sub-clause.

22. Procurement, Delivery, and Transport (GCC Clause 22)

GCC 22.1	<p>The sub-clause should now read as follows:</p> <p><i>"Subject to <u>related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14</u>, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an</i></p>
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	<i>expeditious and orderly manner to the Project Site.”</i>
GCC 22.5	The Supplier shall provide the Purchaser with shipping and other documents:
GCC 22.5.1	<p><i>The following replaces GCC Clause 22.5.1:</i></p> <ul style="list-style-type: none"> (i) one original and three copies of the Supplier’s invoice, showing the Contract number, Goods description, quantity, unit price, and total amount. <i>Invoices must be signed in original and stamped or sealed with the Company Stamp/seal;</i> (ii) full set of the negotiable, clean, on-board through bills of lading marked “freight prepaid” and “Notify the Purchaser: <i>to be determined</i>” and three copies of non-negotiable bill of lading, <i>or railway consignment note or road consignment note or truck waybill or air waybill or multimodal transport document, showing delivery through to the Project Site specified in the Implementation Schedule in Section VI. Technical Requirements;</i> (iii) one original and three copies of the packing list identifying contents of each case <i>and showing Project Site;</i> (iv) full set of insurance certificate; (v) original and three copies of Manufacturer’s or Supplier’s warranty certificates; (vi) original and three copies of Manufacturer’s or Supplier’s factory inspection report <i>confirming compliance with the technical specifications;</i> (vii) original and three copies of certificate of origin; (viii) certificate of compliance issued by the Agency of Standardisation, Metrology, Certification and Trade Inspection under the Government of the Republic of Tajikistan; and (ix) estimated time and point of arrival in the Purchaser’s country and at the Project Site. <p><i>The above documents shall be in English with Russian or Tajik translation and shall be received by the Purchaser at least one week before arrival of the Goods. If the documents are not received on time or not correct, the Supplier will be responsible for any consequent expenses.</i></p>
22.5.2.	<p><i>The following replaces GCC Clause 25.5.2:</i></p> <ul style="list-style-type: none"> (i) original and two copies of the Supplier’s invoice, showing the Contract number, Goods description, quantity, unit price, and total amount. <i>Invoices must be signed in original and stamped or sealed with the Company Stamp/seal;</i> (ii) <i>original and three copies of railway consignment note or road consignment note or truck waybill or air waybill or multimodal transport document, showing delivery through to the Project Site specified in the Implementation Schedule in Section VI. Technical Requirements;</i> (iii) original and three copies of Manufacturer’s or Supplier’s warranty certificate; (iv) original and three copies of packing list identifying contents of each

	<p>case and showing Project Site and serial numbers of Goods;</p> <p>(v) original and three copies of Manufacturer's or Supplier's factory inspection report <i>confirming compliance with the technical specifications</i>;</p> <p>(vi) full set of insurance certificate;</p> <p>(vii) original and three copies of certificate of origin;</p> <p>(viii) certificate of compliance issued by the Agency of Standardisation, Metrology, Certification and Trade Inspection under the Government of the Republic of Tajikistan; and</p> <p>(ix) estimated time of arrival at the Project Site.</p> <p><i>The above documents shall be in English with Russian or Tajik translation or vice versa and shall be received by the Purchaser before or at the time of arrival of the Goods at the Project Site.</i></p> <p><i>If the documents are not received on time or not correct, the Supplier will be responsible for any consequent expenses.</i></p>
22.5.3.	<p><i>To add Clause 22.5.3:</i></p> <p>All the documents to be submitted to the Purchaser shall bear the following information:</p> <p>Project Name: Tax Administration Reform Project Credit #: H810-TJ Contract #: TJTARP/G/ICB-02 Letter of Credit #: <i>(if payment is made by the Letter of Credit)</i> Purchaser: Tax Committee under the Government of the Republic of Tajikistan</p>

23. Product Upgrades (GCC Clause 23)

GCC 23.4	The Supplier shall provide the Purchaser: <i>with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC.</i>
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24. Implementation, Installation, and Other Services (GCC Clause 24)

GCC 24	<i>There are no Special Conditions of Contract applicable to GCC Clause 24.</i>
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25. Inspections and Tests (GCC Clause 25)

GCC 25.2	<p><i>The sub-clause should now read as follows:</i></p> <p><i>“The Purchaser or <u>its representative</u> 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.”</i></p>
GCC 25.5	<i>To delete words “or difference of opinion”.</i>

26. Installation of the System (GCC Clause 26)

GCC 26.2	To replace the words “(if Acceptance by major component or Subsystem is specified in the Contract)” in the first sentence of this sub-clause with “(if Acceptance by major component or Subsystem is specified <u>pursuant to the SCC for GCC Clause 27.2.1</u>).”
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27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.1.1	The first paragraph of this sub-clause should now read as follows: “ <u>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:</u> ”.
GCC 27.2.1	Operational Acceptance Testing shall be conducted in accordance with Test Plan developed by the Supplier and approved by the Purchaser as defined in Section VI. Technical Requirements (Part 11. Documentation and Test Plans) and the Agreed and Finalized Project Plan.
GCC 27.2.2	The sub-clause should now read as follows: “ <u>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 the period of 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 and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.</u> <u>If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within the above period of time or any other period agreed upon by the Purchaser and the Supplier, then GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate.</u> ”
GCC 27.4.1	The first sentence of this clause should now read as follows: “ <u>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.</u> ”
GCC 27.4.1	The sub-clause should now read as follows: “ <u>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.</u> ”

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.1 and 28.2	<i>To replace words “(or Subsystems, if specified in the Contract)” with “(or Subsystems, pursuant to the SCC for GCC Clause 27.2.1)” in these sub-clauses.</i>
GCC 28.2	Liquidated damages shall be assessed at <i>one half of one (0.5)</i> percent per week. The maximum liquidated damages are <i>ten (10)</i> percent of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.
GCC 28.3	Liquidated damages shall be assessed <i>at the milestones as identified in Part B. Implementation Schedule of Section VI. Technical Requirements.</i>

29. Defect Liability (GCC Clause 29)

GCC 29.1	For Software, exceptions or limitations to the Supplier’s warranty obligations shall be as follows: <i>none.</i>
GCC 29.3 (iii)	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <i>All Standard Software must have been commercially available in the market for at least three months.</i>
GCC 29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System and extend for: <i>12 (twelve) months.</i>
GCC 29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage <i>as defined in Section VI. Technical Requirements (Volume II. Schedule of Requirements. Part 11. Warranty and Maintenance).</i>

30. Functional Guarantees (GCC Clause 30)

GCC 30	<i>Sub-clause 30.2 is not applicable.</i>
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31. Intellectual Property Rights Warranty (GCC Clause 31)

GCC 31	<i>There are no Special Conditions of Contract applicable to GCC Clause 31.</i>
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32. Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	The sub-clause should now read as follows: <i>“32.6 Such indemnity shall not cover:</i> <i>(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</i>
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	<p><i>Contract;</i></p> <p><i>(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 <u>contracted</u> 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.”</i></p>
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33. Limitation of Liability (GCC Clause 33)

GCC 33	<i>There are no Special Conditions of Contract applicable to GCC Clause 33.</i>
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G. RISK DISTRIBUTION

34. Transfer of Ownership (GCC Clause 34)

GCC 34	<i>There are no Special Conditions of Contract applicable to GCC Clause 34.</i>
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35. Care of the System (GCC Clause 35)

GCC 35	<i>There are no Special Conditions of Contract applicable to GCC Clause 35.</i>
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36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification (GCC Clause 36)

GCC 36	<i>There are no Special Conditions of Contract applicable to GCC Clause 36.</i>
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37. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of <i>the Contract Price</i> with deductible limits of no more than <i>US\$15,000</i> . The insured Parties shall be <i>Purchaser</i> . The Insurance shall cover the period from <i>the Effective Date of the Contract</i> until <i>Operational Acceptance of the entire Systems at all the Project Sites</i> .
GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.</i>

38. Force Majeure (GCC Clause 38)

GCC 38	<i>There are no Special Conditions of Contract applicable to GCC Clause 38.</i>
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H. CHANGE IN CONTRACT ELEMENTS**39. Changes to the System (GCC Clause 39)**

GCC 39	<p><i>To delete the following words in the second sentence of sub-clause 39.3.1:</i></p> <p><i>“, except that the words “Change Proposal” shall be read, for the purposes of this GCC Clause 39.3.1 as “Application for Change Proposal.”</i></p>
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40. Extension of Time for Achieving Operational Acceptance (GCC Clause 40)

GCC 40	<i>There are no Special Conditions of Contract applicable to GCC Clause 40.</i>
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41. Termination (GCC Clause 41)

GCC 41	<i>Paragraph 41.2.1 (c) should now read as per Annex to Section V. Special Condition of Contract.</i>
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42. Assignment (GCC Clause 42)

GCC 42	<i>There are no Special Conditions of Contract applicable to GCC Clause 42.</i>
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Annex I to Section V. Special Condition of Contract.

Clause GCC 9.8: The provisions in clause GCC 9.8 of Section IV. General Conditions of Contract are replaced with the following:

9.8 Inspections and Audit by the Bank 9.8 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to GCC Clause 41.2.1 (c), which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this GCC Sub-Clause 9.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

Clause GCC 41.2.1: The provisions in clause GCC 41.2.1 (c) of Section IV. General Conditions of Contract are replaced with the following:

Fraud and Corruption 41.2.1 (c) If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of GCC Clause 41.1 shall apply as if such expulsion had been made under GCC Sub-Clause 41.1.2.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;

¹ “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice” is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under GCC Clause 9.8.

Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

**SECTION VI. TECHNICAL REQUIREMENTS (INCLUDING
IMPLEMENTATION SCHEDULE)**

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A. SCHEDULE OF REQUIREMENTS

The Schedule of Requirements is given in a separate Volume 2.

B. IMPLEMENTATION SCHEDULE

B.1. Implementation Schedule Table

System, Subsystem, or lot number: *entire system.*

Line Item No.	Subsystem / Item	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effectiveness)	Acceptance (weeks from Effectiveness)	Liquidated Damages Milestone
0	Agreed and Finalized Project Plan			W2	W4	no
1	Initiation and Design Phase					
1.1	HRMIS Detailed Technical Design					
1.1.1	<i>Technical Requirements to the IT Infrastructure and Hardware for the HRMIS</i>			W4	W5	Yes
1.1.2	<i>Design Developed</i>			W12	W14	No
1.1.3	<i>Design Approved by National Regulatory Authorities</i>			n/a	W14	No
1.2	Software Development Tools and Standard Software					
1.2.1	<i>Software Development Tools and RDBMS Delivered to the DDC</i>	DDC		n/a	W10 ¹	No
1.2.2	<i>Software Development Tools and RDBMS Installed at the DDC</i>	DDC		W11	W12	No
1.2.3	<i>Software Development Tools and RDBMS Accepted</i>	DDC		n/a	W13	No
2	HRMIS Development					
2.1	Software Development	DDC		W30	n/a	No
2.2	Development of Software/System Project and Operational Documentation (manuals)	DDC		W28	W30	No

¹ Verification of shipment documents

Line Item No.	Subsystem / Item	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effectiveness)	Acceptance (weeks from Effectiveness)	Liquidated Damages Milestone
2.3	Development of Software/System Test Plan, including Full Load Testing	DDC		W28	W30	No
2.4	Development of Training Plan ²	DDC		W28	W30	No
2.5	User Training	DDC		n/a	W30	No
2.6	Software Testing (Alpha version)	DDC		W30	W32	No
2.7	Software Testing (Beta version)	DDC		W37	W39	No
3	Rollout, Commissioning and Operational Acceptance					
3.1	Software installation/integration	All sites		W39	W39	Yes
3.2	Initial Data Input	All sites		W39	n/a	No
3.4	HRMIS Full Load Testing	All sites		W39	W41	No
3.5	HRMIS Trial Operation	All sites		W41	W49	No
3.6	HRMIS Commissioning			n/a	W52	Yes

² The training schedule is flexible. However the training MUST be completed before tests commencement. The Training Plan (item 2.4) MUST be submitted to and approved by the Purchaser before the first training starts.

B.2. System Inventory Table (Supply and Installation Cost Items)

System, Subsystem, or lot number: *entire system*

Line item number: 1.2 as per B1. Implementation Schedule Table

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.

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Bidder to state manufacturer and model	Quantity
1.	Information Technologies, Materials, and other Goods				
1.1	Development Platform Licenses	Part 6	DDC		
1.1.1	Bidder to list items and quantities as necessary to comply with the proposed technical solution and technologies				
1.2	RDBMS Licenses	Part 6			
1.2.1	Bidder to list items and quantities as necessary to comply with the proposed technical solution and technologies that are capable of servicing				
2	Software Development				
2.1	Bidder to list items and quantities as necessary to comply with the proposed technical solution and technologies				
3	Training	Part 10 and 7.16			
3.1	Training of Trainers				
3.2	Training of IT personnel				

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Bidder to state manufacturer and model	Quantity
3.3	Training Materials				
4	Services				
4.1	Project Plan	Part 9			
4.2	Reporting	Part 9			
4.3	System /Software Detailed Technical Design ¹	Part 9			
4.3.1	System/Software Design Document				
4.3.2	Infrastructure Requirements Specifications				
4.3.3	Software Requirements Specifications				
4.3.4	Interface Requirements Specifications				
4.3.5	Bidder to list detailed designs to be developed in accordance with applicable standards				
4.4	Training Plan	Parts 9 and 10			
4.5	System/Software Test Plan	Part 11			
4.6	Documentation	Part 9			
4.6.1	Software Source Code (Custom Software/Applications)				
4.6.2	System Administration				
4.6.3	Users Manuals				

¹ The content of the design documents may be adjusted by the Bidders in accordance with the applicable standards specified in the Bids.

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Bidder to state manufacturer and model	Quantity
4.6.4	Software Centre Operator Manual				
4.6.5	Maintenance Documentation				
4.6.6	Bidder to list documentation to be developed in accordance with applicable standards				
4.7	Software Testing, Installation and Integration				
4.7.1	Alpha Version Testing				
4.7.2	Beta Version Testing				
4.7.3	Software Installation and Integration				
4.8	HRMIS Testing				
4.9	HRMIS Trial Operation				
4.10	Operational Acceptance				

B.3. Site Table(s)

System, Subsystem, or lot number: entire system.

the detailed information regarding the site(s) at which the System is to be operated

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
DDC	Dushanbe Data Centre	Dushanbe	Shotemur street, next to the building of the Ministry of Foreign Affairs	n/a

Table of Holidays and Other Non-Working Days

Working hours: 08:00 – 17:00, including one hour break for lunch, Monday through Friday.

Public Holidays in the Purchaser's country:

1 January – New Year's Day

8 March – International Women's Day

21-26 March – Navruz

1 May – Labour Day

9 May – Victory Day

27 June – National Unity Day

9 September – Independence Day

6 November – Constitution Day

The exact dates of Eid-i-Ramazon (End of Ramadan) and Eid-i-Kurbon (Feast of Sacrifice) will be determined and announced closer to those holidays.

C. REQUIRED FORMAT OF TECHNICAL BIDS

5.1 Description of Information Technologies, Materials, Other Goods, and Services

- 5.1.0 The Bidder must provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.
- 5.1.1 To assist in the bid evaluation, the detailed descriptions should be organized and cross referenced in the same manner as the Bidder's item-by-item commentary on the Technical Requirements described in Section 5.2 below. All information provided by cross reference must, at a minimum, include clear titles and page numbers.
- 5.1.2 The Bidder must complete System Inventory Table(s) identifying equipment in compliance with the proposed engineering solution and technologies, equipment models, manufacturers, quantities and types of software licenses and their distribution by the Project Sites;

5.2 Item-by-Item Commentary on the Technical Requirements

- 5.2.0 The Bidder must provide an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements, see ITB Clause 14.2 (b).
- 5.2.1 In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the Technical Responsiveness Checklist provided in Section D of the Technical Requirements. 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 the Bidder's Technical Bid.

5.3 Preliminary Project Plan

- 5.3.0 The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan must also address the topics and points of emphasis specified in *BDS Clause 14 and GCC Clause 19*. 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.

5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies

- 5.4.0 The Bidder must submit a written confirmation 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 Bidding Document.

D. TECHNICAL RESPONSIVENESS CHECKLIST

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each Technical Requirement, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. “Yes,” “No,” “Will comply,” etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Tech. Requirement Functional Area (YYY)	Bidder’s technical reasons supporting compliance:	M/P	Bidder’s cross references to supporting information in Technical Bid:
Requirement No. 1 (Page)			
Requirement No. 2 (Page)			
Etc			
HR-YY- 01 (Page 16)	IP-based network with VLAN, VPN and encryption, DHCP, RADIUS, SSL, HTTPS, file sharing using CIFS/Samba/NFS/GFS and intra- and inter- web services via Apache (LAMP) or IIS with load balancing and failover.	M	<i>See page 999 of the product literature attached to YYY section of our proposal</i>

Tech. Requirement Functional Area (ZZZ)	Bidder’s technical reasons supporting compliance:	M/P	Bidder’s cross references to supporting information in Technical Bid:
Requirement No. 1 (Page)			
Requirement No. 1 (Page)			
Etc			
Examples: HR-ZZZ- 02 (Page 20)	This function of the HRMIS will be separately managed and firewalled from the internally system. The Supplier will provide a mechanism for automatically publishing vacancies on the TC web site when defined in and authorised for release from the main HRMIS system.	M	<i>See page 123, highlighted area of our calculations and literature attached to ZZZ section of our proposal.</i>

SECTION VII. SAMPLE FORMS

Notes to Bidders on the preparation of Sample Forms

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the System being procured. They are derived from the forms contained in the World Bank's Standard Bidding Documents for the Supply and Installation of Information Systems. In its bid, the Bidder must use these forms (or forms that present in the same sequence substantially the same information). Bidders should not introduce changes without the Purchaser's prior written consent (which may also require the clearance of the World Bank). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, either at the pre-bid meeting or by addressing them to the Purchaser in writing pursuant to ITB Clause 10.

The Purchaser has tried to provide explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets as is shown in the following example taken from the Bid Form:

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed. Failure to do so may render the bid non-responsive.

The sample forms provide a standard set of documents that support the procurement process as it moves forward from the stage of bidding, through Contract formation and onto Contract performance. The first set of forms must be completed and submitted as part of the bid prior to the deadline for First and Second Stage Bid submission. These include:

- (a) First Stage Bid:
 - (i) the First Stage Bid Form;
 - (ii) the Manufacturer's Authorization Forms;
 - (iii) the List of Proposed Subcontractors;
 - (iv) other Bid Forms and Lists as per sub-section 3 of this Section VII of the Bidding Documents;
- (b) Second Stage Bid
 - (i) the Second Stage Bid Form;
 - (ii) the Price Schedules;
 - (iii) the Bid Security;
 - (iv) the List of Proposed Subcontractors;
 - (v) the List of Software and Materials.

First Stage Bids:

- **The First Stage Bid Form:** In addition to being the place where official confirmation of attendance of the Clarification Meeting(s), update of the First Stage Bid in accordance with Purchaser's requirements, if any, while submitting the Second Stage Bid, binding to the First Stage Bids and other important details are expressed, the First Stage Bid Form is also used by the Bidder to confirm - in case adjudication applies in this Contract - its acceptance of the Purchaser's proposed Adjudicator, or to propose an alternative. If the First Stage Bid is being submitted on behalf of a Joint Venture, it is essential that the First

Stage Bid Form be signed by the partner in charge and that it be supported by the authorizations and power of attorney required pursuant to ITB Clause 6.2.

- **Manufacturer's Authorizations:** In accordance with ITB Clause 6.1 (b), a Bidder must submit, as part of its First Stage Bid, Manufacturer's Authorization Forms in the format provided in the Bidding Documents for all items specified in the Bid Data Sheet.
- **List of Proposed Subcontractors:** In accordance with ITB Clause 6.3, a Bidder must submit, as part of its First Stage Bid, a list of proposed subcontracts for complex Technologies, Goods, and Service items. The list should also include the names and places of registration of the Subcontractors proposed for each item and a summary of their qualifications.
- **List of Software and Materials:** In accordance with ITB Clauses 13.1 (c) (vi), Bidders must submit, as part of their First Stage 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. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to reassign certain key Software to a different category.
- **Qualification Information Forms:** In accordance with ITB Clause 6, the Purchaser will determine whether the Bidder is qualified to undertake the Contract. This entails financial, technical as well as performance history criteria which are specified in the BDS for ITB Clause 6. The Bidder must provide the necessary information for the Purchaser to make this assessment through the forms in this sub-section. The forms contain additional detailed instructions which the Bidder must follow.

Second Stage Bids:

- **The Second Stage Bid Form:** In addition to being the place where official confirmation of the bid price, the currency breakdown, the completion date(s), and other important Contract details are expressed, the Second Stage Bid Form is also used by the Bidder to confirm - in case adjudication applies in this Contract - its acceptance of the Purchaser's proposed Adjudicator, or to propose an alternative. If the bid is being submitted on behalf of a Joint Venture, it is essential that the Second Stage Bid Form be signed by the partner in charge and that it be supported by the authorizations and power of attorney required pursuant to ITB Clause 6.2. Given widespread concern about illegal use of licensed software, Bidders will be asked to certify in the Second Stage Bid Form that either the Software included in the bid was developed and is owned by the Bidder, or, if not, the Software is covered by valid licenses with the proprietor of the Software.
- **Price Schedules:** The prices quoted in the Price Schedules should constitute full and fair compensation for supply, installation, and achieving Operational Acceptance of the System as described in the Technical Requirements based on the Implementation Schedule, and the terms and conditions of the proposed Contract as set forth in the Bidding Documents. Prices should be given for each line item provided in the Schedules, with costs carefully aggregated first at the Subsystem level and then for the entire System. If the Price Schedules provide only a summary breakdown of items and components, or do not cover some items unique to the Bidder's specific technical solution, the Bidder may extend the Schedules to capture those items or components. If supporting price and cost tables are needed for a full understanding of the bid, they should be included.

Arithmetical errors should be avoided. If they occur, the Purchaser will correct them ITB Clause 38.2 without consulting the Bidder. Major omissions, inconsistencies, or lack of substantiating detail can lead to rejection of a bid for commercial non-responsiveness.

Once bids are opened, none of these problems can be rectified. At that stage, Bidders are not permitted to change their bid prices to overcome errors or omissions.

- **List of Software and Materials:** In accordance with ITB Clause 25.1 (e) (vi), Bidders must submit, as part of their First Stage 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. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to reassign certain key Software to a different category.
- **Bid Security:** The Bidder shall provide the Bid Security, either in the form included in these sample forms or in another form acceptable to the Purchaser, pursuant to the provisions in the Instructions to Bidders. If a Bidder wishes to use an alternative Bid Security format, it should ensure that the revised format provides substantially the same protection as the standard format; failing that, it runs the risk of rejection for commercial non-responsiveness.

Bidders need not provide the Performance Security and Advance Payment Bank Guarantee with their bids. Only the Bidder selected for award by the Purchaser will be required to provide these securities.

The following Forms are to be completed and submitted by the successful Bidder following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Bank Guarantee for Advance Payment.

- **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.
- **Bank Guarantee for Advance Payment:** Pursuant to GCC Clause 13.2, the successful Bidder is required to provide the Bank Guarantee for Advance Payment 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 amount of the advance payment to be guaranteed is specified in SCC Clause 13 (which itself typically refers back to SCC Clause 12, Terms of Payment).

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 forms. These and the procedures for their use during performance of the Contract are included in the Bidding Documents for the information of Bidders.

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1.1 FIRST STAGE BID FORM (TWO-STAGE BIDDING)

Date: [Bidder insert: **date of bid**]
Grant No.: *H810-TJ*
IFB: *TJTARP/G/ICB-02*
Contract: *Procurement of Human Resource Management Information System for the Tax Committee*

To: *Tax Committee under the Government of the Republic of Tajikistan*
Attn: Mr. Solehzoda A. M.
42/2 N. Karabaev Str.
Dushanbe, 734018, Tajikistan
Telephone: +992 37 233 08 38
Electronic mail address: TARP@andoz.tj

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [*insert numbers*], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, install, achieve Operational Acceptance of, and support the Information System under the above-named Contract in full conformity with the said Bidding Documents.

We confirm that if you invite us to attend a Clarification Meeting(s) for the purpose of reviewing our First Stage Bid at a place and date of your choice, we will endeavor to attend this/these meeting(s) at our own cost, and will duly note the amendments and additions to, and omissions from, our First Stage Bid that you may require. We accept that we alone carry any risk for failing to reach clarification of our bid in case this failure is due to our inability to attend duly scheduled Clarification Meeting(s).

We undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Bid, updating the First Stage Bid in accordance with the requirements, if any, specified in (a), the memorandum, specific for our First Stage Bid, titled “Changes Required Pursuant to First Stage Evaluation” and any updates to this memorandum, and (b), Addenda to the Bidding Documents issued together or after the invitation for the second bidding-stage. The Second Stage Bid will also include our commercial bid in accordance with the requirements of the Bidding Documents for Second Stage Bids, for performing the Information System in accordance with our updated technical bid.

[*As appropriate, include or delete the following paragraph*]

We accept the appointment of [*Purchaser insert: name of proposed Adjudicator from the Bid Data Sheet*] as the Adjudicator.

[*and delete the following paragraph, or, as appropriate, delete the above and include the following, or, if no Adjudicator is stated in the Bid Data Sheet, delete both the above and the following*]

We do not accept the appointment of [*Purchaser insert: name of proposed Adjudicator from the Bid Data Sheet*] as the Adjudicator, and we propose instead that [*insert: name*] be appointed as Adjudicator, whose résumé and hourly fees are attached.

We agree to abide by this First Stage Bid, which, in accordance with ITB Clauses 13 and 14, consists of this letter (First Stage Bid Form) and the enclosures listed below. Together with the above written undertakings, the bid shall remain binding on us. We understand that we may withdraw our bid, or any alternative bid included in it, at any time by so notifying you in writing. However, we accept that if invited to the second bidding-stage, once we have submitted a Second Stage Bid, this bid (and the parts of the First Stage Bids it includes and updates) can only be withdrawn before the deadline for submission of Second Stage Bids, and only by the formal Second Stage Bid withdrawal procedure stipulated in the Bidding Documents.

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

Signed:

Date:

In the capacity of [*insert: title or position*]

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

ENCLOSURES:

Signature Authorization [*plus, in the case of a Joint Venture Bidder, list all other authorizations pursuant to ITB Clause 6.2*]

Attachment 1 Bidder's Eligibility

Attachment 2 Bidder's Qualifications (including Manufacturer's Authorizations)

Attachment 3 Eligibility of Goods and Services

Attachment 4 Conformity of the Information System to the Bidding Documents

Attachment 5 Proposed Subcontractors

Attachment 6 Intellectual Property (Software and Materials Lists)

Attachment 7 Deviations

Attachment 8 Alternative Bids

Attachment 9 Joint Venture Agreement or Letter of Intent (*in case of a Joint Venture Bidder*)

Attachment 10 Inventory Table

Attachment 11 Sample Maintenance Plan

Attachment 12 Technical Requirements to Expected Hardware Environment

Bid Table of Contents and Checklist

Note: Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the First Stage Bid, as described in ITB Clauses 13 and 14. It also provides a summary page reference scheme to ease and speed the Purchaser's bid evaluation process.

Item	present: y/n	page no.
First Stage Bid Form.....		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2)		
Attachment 1.....		
Attachment 2.....		
Manufacturer's Authorizations		
Attachment 3.....		
Attachment 4.....		
Attachment 5.....		
Attachment 6.....		
Attachment 7.....		
Attachment 8.....		
Attachment 9.....		
Attachment 10.....		
Attachment 11.....		
Attachment 12.....		

1.2 SECOND STAGE BID FORM (TWO-STAGE BIDDING)

Date: [Bidder insert: *date of bid*]
 Grant No.: *H810-TJ*
 IFB: *TJTARP/G/ICB-02*
 Contract: *Procurement of Human Resource Management
 Information System for the Tax Committee*

To: *Tax Committee under the Government of the Republic of Tajikistan*
 Attn: Mr. Solehzoda A. M.
 42/2 N. Karabaev Str.
 Dushanbe, 734018, Tajikistan
 Telephone: +992 37 233 08 38
 Electronic mail address: TARP@andoz.tj

Dear Sir or Madam:

Having examined the Bidding Documents, the Addenda issued during the first bidding-stage, Addenda Nos. [*insert numbers*] issued with or after the Invitation for Bids -- Second Stage, the receipt of which is hereby acknowledged, as well as the requirements listed in the memorandum titled "Changes Required Pursuant to First Stage Evaluation" specific to our First Stage Bid, and any updates to this memorandum, we, the undersigned, offer to supply, install, achieve Operational Acceptance of, and support the Information System under the above-named Contract in full conformity with the said Bidding Documents, Addenda and memorandum, for the total sum of:

	[<i>insert: amount of local currency in words</i>]	([<i>insert: amount of local currency in figures from corresponding Grand Total entry of the Grand Summary Cost Table</i>])
plus	[<i>insert: amount of foreign currency A in words</i>]	([<i>insert: amount of foreign currency A in figures from corresponding Grand Total entry of the Grand Summary Cost Table</i>])
	[<i>as appropriate, add the following</i>]	
plus	[<i>insert: amount of foreign currency B in words</i>]	([<i>insert: amount of foreign currency B in figures from corresponding Grand Total entry of the Grand Summary Cost Table</i>])
plus	[<i>insert: amount of foreign currency C in words</i>]	([<i>insert: amount of foreign currency C in figures from corresponding Grand Total entry of</i>

the Grand Summary Cost Table])

or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence work on the Information System and achieve Installation and Operational Acceptance within the respective times stated in the Bidding Documents.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

[As appropriate, include or delete the following paragraph]

We confirm our agreement with the appointment of *[Purchaser insert: name of proposed Adjudicator from, as applicable, the Bid Data Sheet or the memorandum titled "Changes Required Pursuant to First Stage Evaluation]* as the Adjudicator.

[and delete the following paragraph, or, in case Purchaser and Bidder have not yet agreed on the name of the Adjudicator during the first bidding-stage, delete the above and include the following, or, if the Bid Data Sheet states that there will be no Adjudicator in the Contract, delete both the above and the following]

We do not accept the appointment of *[Purchaser insert: name of proposed Adjudicator from the memorandum titled "Changes Required Pursuant to First Stage Evaluation"]* as the Adjudicator, and we propose instead that *[insert: name]* be appointed as Adjudicator, whose résumé and hourly fees are attached.

We hereby certify that the Software offered in this bid and to be supplied under the Contract (i) either is owned by us, or (ii) if not owned by us, is covered by a valid license from the proprietor of the Software.

We agree to abide by this bid, which, in accordance with ITB Clauses 14 and 25, consists of this letter (Second Stage Bid Form) and the enclosures listed below, for a period of *one hundred twenty (120)* days from the date fixed for submission of bids as stipulated in the Invitation for Bids -- Second Stage or subsequent Addenda to the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
------------------------------	------------------------	---

etc. *[if none, state "none"]*

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding

contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signed:

Date:

In the capacity of [*insert: title or position*]

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

ENCLOSURES:

Price Schedules

Bid Security

Signature Authorization [*plus, in the case of a Joint Venture Bidder, list all other authorizations pursuant to ITB Clause 6.2*]

Attachment 1 Bidder's Eligibility

Attachment 2 Bidder's Qualifications (including Manufacturer's Authorizations)

Attachment 3 Eligibility of Goods and Services

Attachment 4 Conformity of the Information System to the Bidding Documents
(including conformity of alternatives if invited to bid them)

Attachment 5 Proposed Subcontractors

Attachment 6 Intellectual Property (Software and Materials Lists)

Attachment 7 Joint Venture Agreement or Letter of Intent (*in case of a Joint Venture Bidder*)

Attachment 8 Maintenance Services Costing

Second Stage Bid Table of Contents and Checklist

Note: Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the Second Stage Bid as described in ITB Clauses 14 and 25, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Purchaser's bid evaluation process.

Item	present: y/n	page no.
Second Stage Bid Form		
Price Schedules		
Bid Security		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2)		
Attachment 1		
Attachment 2		
Manufacturer's Authorizations		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

2. PRICE SCHEDULE FORMS

2.1 Preamble

General

1. The Price Schedules are divided into separate Schedules as follows:
 - 2.2 Grand Summary Cost Table
 - 2.3 Supply and Installation Cost Summary Table
 - 2.4 Supply and Installation Cost Sub-Table(s)
 - 2.5 Country of Origin Code Table
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in Clause 28 of the Instructions to Bidders in the Bidding Documents. 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 Clause 38.2.
7. Unless otherwise indicated in the BDS, where there are discrepancies between the product of quantities and unit prices (or rates) and the relevant total (or subtotals), the product of prices and quantities shall prevail, and the totals (or subtotals) shall be corrected accordingly. Similarly, where there are discrepancies between subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly.
8. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 28.1, no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

2.2 Grand Summary Cost Table

		<i>[insert: Local Currency]</i> Price	<i>[insert: Foreign Currency A]</i> Price	<i>[insert: Foreign Currency B]</i> Price	<i>[insert: Foreign Currency C]</i> Price
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Grand Totals (to Bid Form)				

Name of Bidder:		
Authorized Signature of Bidder:		

2.3 Supply and Installation Cost Summary Table

System or Subsystem number: *entire System procurement.*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 27 and 28.

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
			<i>[insert: Currency]</i> Price	<i>[insert: Local Currency]</i> Price	<i>[insert: Foreign Currency A]</i> Price	<i>[insert: Foreign Currency B]</i> Price	<i>[insert: Foreign Currency C]</i> Price
1	Information Technologies, Materials, and other Goods						
1.1	Development Platform Licenses						
1.2	RDBMS Licenses						
2	Software Development						
3	Training						
4	Services						
SUBTOTALS							
TOTAL (To Grand Summary Table)							

Name of Bidder:	
Authorized Signature of Bidder:	

2.4 Supply and Installation Cost Sub-Table

System or Subsystem number: *entire System procurement*

Line item number: *all line items in 2.3 Supply and Installation Cost Summary Table*

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.

Prices, rates, and subtotals MUST be quoted in accordance with ITB Clauses 27 and 28. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
				<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
1	Information Technologies, Materials and other Goods												
1.1	Development Platform Licenses												
1.1.1	Bidder to list items and quantities as necessary to comply with the proposed technical solution and technologies												
1.2	RDBMS Licenses												
1.2.1	Bidder to list items and quantities as necessary to comply with the proposed technical solution and technologies												

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country				
				<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
2	Software Development												
2.1	Bidder to list items and quantities as necessary to comply with the proposed technical solution and technologies												
3	Training												
3.1	Training of Trainers												
3.2	Training of IT Personnel												
3.3	Training Materials												
4	Services												
4.1	Project Plan												
4.2	Reporting												
4.3	System/Software Detailed Technical Design												
4.3.1	System/Software Design Document												

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
				<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
4.3.2	Infrastructure Requirements Specifications												
4.3.3	Software Requirements Specifications												
4.3.4	Interface Requirements Specifications												
7.3.5	Bidder to list detailed designs to be developed in accordance with the applicable standards												
4.4	Training Plan												
4.5	System/Software Test Plan												
4.6	Documentation												
4.6.1	Software Source Code (Custom Software)												
4.6.2	System Administration												
4.6.3	Users Manuals												

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
				<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
4.6.4	Software Centre Operator Manual												
4.6.5	Maintenance Documentation												
4.6.6	Bidder to list documentation to be developed in accordance with the applicable standards												
4.7	Software Testing, Installation and Integration												
4.7.1	Alpha Version Testing												
4.7.2	Beta Version Testing												
4.7.3	Software Installation and Integration												
4.8	HRMIS Testing												
4.9	HRMIS Trial Operation												
4.10	Operational Acceptance												

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
				<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
Subtotals to all items of Supply and Installation Cost Summary Table													

Name of Bidder:	
Authorized Signature of Bidder:	

2.5 Country of Origin Code Table

Country of Origin	Country Code		Country of Origin	Country Code		Country of Origin	Country Code

3. OTHER BID FORMS AND LISTS

3.1 Manufacturer's Authorization Form

Date:
 ICB No.:
 Invitation for Bid No.:
 Bid & Lot Nos.:

To: _____

WHEREAS _____ who are official producers of
 _____ and having production facilities at
 _____ do hereby authorize
 _____ located at
 _____ (hereinafter, the "Bidder")
 to submit a bid and subsequently negotiate and sign a Contract with you for resale of the
 following Products produced by us, for the quantities, specifications and delivery schedule
 called for by the Supply Requirements associated with the above Invitation for Bids.

We hereby extend to you a full guarantee and warranty in accordance with Clause 29 Defect Liability, of the General Conditions of Contract and with our own standard product warranty, and duly authorize the Bidder to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with Clause 7 Scope of the System, of the General Conditions of Contract:

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of : _____

Dated on _____ day of _____, _____.

Note: This letter of authority must be on the letterhead of the Producer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

3.2 List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

3.5.1 General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the information in Forms 3.5.2, 3.5.3, 3.5.3a, 3.5.4, and 3.5.5. Joint Ventures must also fill out Form 3.5.2a.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners ¹		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		
^{1/} To be completed by all owners of partnerships or individually owned firms.		

3.5.2 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture
--

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Bid Data Sheet for ITB Clause 6.1 (a) explicitly permits experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

Use a separate sheet for each partner of a Joint Venture.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data (applicable activities related activities only)		
Year ¹	Turnover	US\$ equivalent
1.		
2.		
3.		
4.		
5.		
^{1/} Commencing with the partial year up to the date of submission of bids		

3.5.2a Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

Total value of annual construction turnover, in terms of Information System billed to clients, in US\$ equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; US\$ equivalent)						
Partner	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

3.5.3 Particular Information Systems Experience Record

Name of Bidder or partner of a Joint Venture
--

On separate pages, using the format of Form 3.5.3a, the Bidder is requested to list contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period, and of the number, specified in the BDS for ITB Clause 6.1 (a). Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for ongoing contracts at the time of award.

3.5.3a Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture
--

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount US\$ Total contract: \$_____ ; Subcontract: \$_____ ; Partner share: \$_____ ;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and US\$ amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

3.5.4 Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture
--

Bidders and each partner 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.				

3.5.5 Financial Capabilities

Name of Bidder or partner of a Joint Venture
--

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 6.1 (a). Each Bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in US\$ equivalent	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

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 construction cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 6.1 (a).

Source of financing	Amount (US\$ equivalent)
---------------------	--------------------------

1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in the BDS for ITB Clause 6.1 (a) (for the individual Bidder or each partner of a Joint Venture).

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns,

3.5.6 Personnel Capabilities

Name of Bidder

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 3.5.6a for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position
	Name of prime candidate
	Name of alternate candidate

3.5.6a Candidate Summary

Name of Bidder

Position	Candidate <input type="checkbox"/> Prime <input type="checkbox"/> 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	Telex
	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

3.5.7 Technical Capabilities

Name of Bidder

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 which the Bidder proposes to utilize in the execution of the Contract or Contracts.

3.5.8 Litigation History

Name of Bidder or partner of a Joint Venture
--

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US\$ equivalent)

4. BID SECURITY FORM (BANK GUARANTEE).

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert: date]*

BID GUARANTEE No.: *[insert: Bid Guarantee Number]*

We have been informed that *[insert: name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: bid date]* (hereinafter called "the Bid") for the execution of *[insert: name of contract]* under Invitation for Bids No. *[insert: IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (*[insert: amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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)]

5. FORM OF 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.

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))

Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Implementation Schedule)
- (e) The Supplier’s bid and original Price Schedules
- (f) [*Add here: any other documents*]

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1

above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.

Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: *[insert: amount of foreign currency A in words]*, *[insert: amount in figures]*, plus *[insert: amount of foreign currency B in words]*, *[insert: amount in figures]*, plus *[insert: amount of foreign currency C in words]*, *[insert: amount in figures]*, *[insert: amount of local currency in words]*, *[insert: amount in figures]*, as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified. Taxes, duties and related levies not specified in the Contract Price and/or the detailed price schedules are handled according to the provisions of GCC Clause 14.

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 guarantee, 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, for example, opening/confirmation of letter of credit]*.

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.

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

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
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(s) is (are):

Name: [*insert: name*]

Title: [*insert: title*]

Address: [*insert: postal address*]

Telephone: [*insert: telephone*]

In accordance with GCC Clause 6.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [*insert: hourly fees*]

Reimbursable Expenses: [*list: reimbursables*]

Pursuant to GCC Clause 6.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The Purchaser has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

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 ITB Clauses 30.3, 38.2, and 45.1.

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).

6. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

6.1 Performance Security Form (Bank Guarantee)

[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]*

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]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your 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,² 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 Article 15(a) is hereby excluded.

[Signature(s)]

¹ 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.

² 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.

6.2 Advance Payment Security Form (Bank Guarantee)

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of Purchaser]*

Date: *[insert: date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

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]* (hereinafter called "the Supplier"). 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 Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligations under the Contract because the Supplier used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Supplier on its account *[insert: number and domicile of the account]*.

The maximum amount of this guarantee shall be reduced as follows:

a half of the security value will be deemed as recovered when Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials, have been delivered and installed, and the other half, when the HRMIS Trial Operation has successfully been completed.

At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

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)]

7. INSTALLATION AND ACCEPTANCE CERTIFICATES

7.1 Installation Certificate Form

Date: [insert: *date*]

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

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

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*]

7.2 Operational Acceptance Certificate Form

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem and number of IFB*]

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*]

8. CHANGE ORDER PROCEDURES AND FORMS

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem and number of IFB*]

Contract: [insert: *name or System or Subsystem and number of Contract*]

CONTENTS

General

Change Order Log

References to Changes

ANNEXES

- 8.1 Change Request Proposal Form
- 8.2 Change Estimate Proposal Form
- 8.3 Estimate Acceptance Form
- 8.4 Change Proposal Form
- 8.5 Change Order Form
- 8.6 Application for Change Proposal Form

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 Change Requests and Changes 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) Change Request Proposals shall be serially numbered CR-X-*nnn*.
- (2) Change Estimate Proposals shall be serially numbered CN-X-*nnn*.
- (3) Estimate Acceptances shall be serially numbered CA-X-*nnn*.
- (4) Change Proposals shall be serially numbered CP-X-*nnn*.
- (5) Change Orders shall be serially numbered CO-X-*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.

8.1 Change Request Proposal Form

(Purchaser's Letterhead)

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem or number of IFB*]

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. Change Request No./Rev.: [insert: *number*]
3. Originator of Change: Purchaser: [insert: *name of originator*]
Supplier: (by Application for Change Proposal No. [insert: *number of proposal*]):
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***]

8.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem and number of IFB*]

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 Change Request 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. Change Request 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***]

8.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem and number of IFB*]

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. Change Request 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***]

8.4 Change Proposal Form

(Supplier's Letterhead)

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem and number of IFB*]

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 Change Request 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: Purchaser [insert: *name*]
Supplier [insert: *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*]

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*]

8.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [insert: *date*]

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

IFB: [insert: *name of System or Subsystem and number of IFB*]

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*]