MINISTRY OF HEALTH

STATE DEPARTMENT FOR MEDICAL SERVICES

Request for Bids

INFORMATION SYSTEM

(One Envelope Bidding Process)

TENDER NO: KE-MOH-556745-NC-RFB

SUPPLY, INSTALLATION, IMPLEMENTATION & COMMISSIONING OF A COMPREHENSIVE NATIONAL LABORATORY INFORMATION MANAGEMENT SYSTEM (NLIMS) FOR KENYA NATIONAL PUBILC HEALTH INSTITUTE(KNPHI).

RFB No: KE-MOH-556745-NC-RFB.

Project: KENYA HEALTH EMERGENCY PREPAREDNESS RESPONSE AND RESILIENCE (KHEPRR) PROGRAM

Country: Kenya

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

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

Section II - Bid Data Sheet (BDS)

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

Section III - Evaluation and Qualification Criteria

This Section specifies which methodology will be used to determine the Most Advantageous Bid.

Two alternative Sections III, Evaluation and Qualification Criteria are provided to address the possibility of having or not having prequalification of Bidders.

Section IV - Bidding Forms

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

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

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

PART 2 – PURCHASER'S REQUIREMENTS

Section VII - Requirements for the Information System

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

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

Section IX - Special Conditions of Contract (SCC)

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

Section X - Contractual Forms

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

Specific Procurement Notice – Request for Bids without Prequalification

Request for Bid
Information Systems
(Design, Supply and Installation)
(Without Prequalification)

Purchaser: State Department for Medical Services

Project: Kenya Health Emergency Preparedness Response & Resilience Program

Contract title: Supply, Installation, Implementation & Commissioning of a Comprehensive National Laboratory Information Management System (NLIMS) for Kenya National Public Health Institute (KNPHI).

Country: *Kenya*

Loan No. /Credit No. / Grant No.: 7405-KE

RFB No: KE-MOH-556745-NC-RFB

Issued on: *19th June,2026*

1. The Government of Kenya has received financing from the World Bank toward the cost of the Kenya Health Emergency Preparedness Response & Resilience Program and intends to apply part of the proceeds toward payments under the contract for Supply, Installation, Implementation & Commissioning of a Comprehensive National Laboratory Information Management System (NLIMS) for Kenya National Public Health Institute (KNPHI).
2. The State Department for Medical Services now invites sealed Bids from eligible Bidders for Supply, Installation, Implementation & Commissioning of a Comprehensive National Laboratory Information Management System (NLIMS) for Kenya National Public Health Institute (KNPHI).
3. Bidding will be conducted through National competitive procurement using Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" September,2023 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from:

Ministry of Health

State Department for Medical Services

P.O Box 30016-00100 Nairobi

Procurement Office 5th Floor,

Room 514A Afya House,

Cathedral Road, Nairobi

Website: www.health.go.ke

and inspect the bidding document during office hours 0900 to 1700 hours at the address given below

5. The bidding document in English may be downloaded free of charge by interested Bidders at the Ministry's website www.health.go.ke

6. Bids must be delivered to Afya House, Cathedral Road 1st Floor on or before 28th July,2026 at 11:00 Am. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders designated representatives and anyone who chooses to attend at the address below.

7. All Bids must be accompanied by a Bid Security of KES.2,000,000(Two Million Shillings Only) as prescribed.

8. **Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.**

9. The address (es) referred to above is (are):

   The Principal Secretary

   Ministry of Health

   State Department for Medical Services

   Afya House-Cathedral Road

   P.O.BOX 30016-00100 NAIROBI.

   Email.procurement@health.go.ke

Request for Bids
Information Systems
Design, Supply and Installation
(One-Envelope Bidding Process)

Procurement of:

Supply, Installation, Implementation & Commissioning of a Comprehensive National Laboratory Information Management System (NLIMS) for Kenya National Public Health Institute (KNPHI).

Purchaser: State Department for Medical Services

Project: Kenya Health Emergency Preparedness Response & Resilience Program
Contract title: Supply, Installation, Implementation & Commissioning of a Comprehensive National Laboratory Information Management System (NLIMS) for Kenya National Public Health Institute (KNPHI).

Country: KENYA

Loan No. /Credit No. / Grant No.: 7405-

KE RFB No: KE-MOH-556745-NC-RFB

Issued on: 19th June,2026

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PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

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Section I - Instructions to Bidders

A. GENERAL

1. Scope of Bid

1.1. The Purchaser, as indicated in the BDS, or its duly authorized Purchasing Agent if so specified in the BDS (interchangeably referred to as "the Purchaser" issues this bidding document for the supply and installation of the Information System as specified in Section VII, Purchaser's Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.

1.2. Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.

Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;

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

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

(d) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Supplier's

Personnel with other Supplier's Personnel or Purchaser's Personnel.

(g) "Supplier's Personnel" is as defined in GCC Sub-Clause 1.1; and

(h) " Purchaser's Personnel" is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV

2. Source of Funds

2.1. The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process,

prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2. 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:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) 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

(e) any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; or

(g) 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

(h) 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 document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3. A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.

4.4. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.5. A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6. Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7. A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

4.8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9. This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 15.2.

4.10. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.11. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Services

5.1. The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2. For the purposes of this bidding document, the term"Information System" means all:

(a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; 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.

5.3. For purposes of ITB 5.1 above, "origin" means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

B. CONTENTS OF BIDDING DOCUMENT

6. Sections of Bidding Document

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8:

PART 1 - Bidding Procedures

Section I - Instructions to Bidders (ITB) Section II

- Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries Section VI -

Fraud and Corruption

PART 2 - Purchaser's Requirements

Section VII - Requirements of the IS, including:

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

PART 3 - Contract

Section VIII - General Conditions of Contract

Section IX -Special Conditions of Contract

Section X - Contract Forms

6.1. The Specific Procurement Notice– Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting

7.1. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser's shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.

7.2. The Bidder may wish to visit and examine the site where the Information System is to be installed and its surroundings and obtain for itself on its own responsibility all information that be necessary for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.

7.3. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4. The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a site visit, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.

7.6. Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.

7.7. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2

C. PREPARATION OF BIDS

9. Cost of Bidding

9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or

liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1. The Bid submitted by the Bidder shall comprise the following:

(a) **Letter of Bid** prepared in accordance with ITB 12;

(b) **Price Schedules** completed in accordance with ITB 12 and ITB 17;

(c) **Bid Security or Bid-Securing Declaration** in accordance with

ITB 20; (d) **Alternative Bid:** if permissible, in accordance with

ITB 13;

(e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;

(f) **Eligibility of Information System:** documentary evidence established in accordance with ITB 14.1 that the Information System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;

(g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;

(h) **Conformity:** documentary evidence established in accordance with ITB 16 that the Information System offered by the Bidder conform to the bidding document;

(i) **Subcontractors:** list of subcontractors, in accordance with ITB 16.4;

(j) **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;

(i) all Software included in the Bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

a. System, General Purpose, and Application

Software; or b. Standard and Custom Software;

(ii) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bid;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c);

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

(k) any other document required **in the BDS.**

11.2. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.

11.3. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1. The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. The BDS indicates whether alternative Bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Purchaser's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Purchaser.

13.4. When Bidders are invited in the BDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITB 35.

14. Documents Establishing the Eligibility of the Information System

14.1. To establish the eligibility of the Information System in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

15. Documents Establishing the Eligibility and Qualifications of the Bidder

15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

15.2. In the event that prequalification of potential Bidders has been undertaken as stated in the BDS, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

16. Documents Establishing Conformity of the Information System

16.1. Pursuant to ITB 11.1 (h), the Bidder shall furnish, as part of its Bid, documents establishing the conformity to the bidding documents of the Information System that the Bidder proposes to design, supply and install under the Contract.

16.2. The documentary evidence of conformity of the Information System to the bidding documents including:

(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 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;

(b) 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;

(c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Bidder should use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;

(d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

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

16.3. References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except as specified 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.

16.4. For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

16.5. The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.

17. Bid Prices

17.1. All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

17.2. Unless otherwise specified in the BDS, the Bidder must also bid Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

(a) if specified **in the BDS,** the Bidder must also bid separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

(b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Bidder's own allowance for price increases;

(c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post- Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.

17.3. 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 VII), and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

17.4. The price of items that the Bidder has left blank in the cost tables provided in the Sample Bid Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation in accordance with ITB 31.3.

17.5. The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the BDS, as follows:

(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 SCC for GCC 1.1 (e) (iii)**.**

In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

(b) Locally supplied Goods:

Unit prices of Goods offered from within the Purchaser's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded;

(c) Inland transportation.

17.6. Unless otherwise stated in the BDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the

Goods, as is, e.g., the case, when ITB 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

17.7. The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.

17.8. 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).

17.9. Unless otherwise specified in the BDS, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

18. Currencies of Bid and Payment

18.1. The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the BDS.

18.2. The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

19. Period of Validity of Bids

19.1. Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

19.2. In exceptional circumstances, prior to the date of expiry of the Bid validity, the Purchaser may request Bidders to extend the date of validity until a specified date. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

(a) in case of fixed price contracts, the contract price shall be the Bid price adjusted by a factor or factors specified **in the BDS**;

(b) in the case of an adjustable price contracts, no adjustments shall be made;

(c) in any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.

20.2. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3. If a Bid Security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security indicated **in the BDS,**

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

20.4. If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.

20.5. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 48.

20.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7. The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to**:**

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a performance security in accordance with ITB 48.

20.8. The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

20.9. If a Bid Security is not required in the BDS, and;

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;

the Purchaser may, if provided for **in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

21.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "Original."Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "Alternative". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2. Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

21.4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

22. Submission, Sealing and Marking of Bids

22.1. The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and,

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

(i) in an envelope marked "ORIGINAL– ALTERNATIVE BID", the alternative Bid; and

(ii) in the envelope marked "COPIES– ALTERNATIVE BID" all required copies of the alternative Bid.

22.2. The inner and outer envelopes shall:

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

(b) be addressed to the Purchaser in accordance with ITB 23.1;

(c) bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

22.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1. Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.

23.2. The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

24. Late Bids

24.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2. Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

26. Bid Opening

26.1. Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

26.2. First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

26.3. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

26.4. Envelopes marked "Modification" shall be opened and read out with the corresponding Bid. No Bid modification shall be

permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.

26.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative Bids, and indicating whether there is a modification; the presence or absence of a Bid Security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate.

26.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified in the BDS.

26.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

26.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot if applicable, including any discounts;

(c) any alternative Bids; and

(d) the presence or absence of a Bid Security or a Bid-Securing Declaration.

26.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.

27.2. Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

27.3. Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32.

28.2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

29. Deviations, Reservations, and Omissions

29.1. During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

30. Determination of Responsiveness

30.1. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

30.2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3. The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser's Requirements have been met without any material deviation, reservation, or omission.

30.4. To be considered for Contract award, Bidders must have submitted Bids:

(a) for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB 29 and ITB 30.3 confirms that the Bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the BDS ITB 35.8, the individual Subsystem, lot or slice Bid on; and are deemed by the Purchaser as commercially and technically responsive; and

(b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB 39.3.

31. Nonmaterial Nonconformities

31.1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.

31.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

32. Correction of Arithmetical Errors

32.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

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

32.2. A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.

33. Conversion to Single Currency

33.1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

34. Margin of Preference

34.1. No margin of domestic preference shall apply

35. Evaluation of Bids

Evaluation of Bids

35.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

Preliminary Examination

35.2 The Purchaser will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a pre-qualified bidder and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification

Technical Evaluation

35.3 The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:

(a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;

(b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid;

(c) achievement of specified performance criteria by the Information System;

(d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;

(e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;

(f) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;

(g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.

35.4 If specified in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. The scores to be given to technical factors and sub factors, and the weights to be assigned for the technical factors and cost are specified in the BDS. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.

35.5 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

Economic Evaluation

35.6 To evaluate a Bid, the Purchaser shall consider the following:

(a) the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;

(c) price adjustment due to discounts offered in accordance with ITB 26.8;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

(f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.7 If price adjustment is allowed in accordance with ITB 17.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.8 The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:

(a) the Contract will be awarded to the Most Advantageous Bid for the entire Information System; or

(b) if specified **in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Bids result in the Most Advantageous Bid/Bids for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids. Such discounts will be considered in the evaluation of bids as specified **in the BDS**.

36. Comparison of Bids

36.1. The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.6 to determine the lowest evaluated cost.

37. Abnormally Low Bids

37.1. An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

37.2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

38. Unbalanced or Front Loaded Bids

38.1. If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the bidding document.

38.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:

(a) accept the Bid; or

(b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or

(c) reject the Bid.

39. Eligibility and Qualification of the Bidder

39.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15, 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 and site inspections.

39.3. Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

39.4. Unless otherwise specified in the BDS, the Purchaser will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the BDS the Purchaser may carry out such tests as detailed in the BDS.

39.5. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated cost or best evaluated Bid, as the case may be, to make a similar determination of that Bidder's qualifications to perform satisfactorily.

39.6. The capabilities of the manufacturers and subcontractors proposed by the Bidder that is determined to have offered the Most Advantageous Bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

40. Purchaser's Right to Accept

40.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior

Any Bid, and to Reject Any or All Bids

to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

41. Standstill Period

41.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

42. Notification of Intention to Award

42.1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bid;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable);

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period; and

(g) instructions on how to request a debriefing or submit a complaint during the standstill period;

F. AWARD OF CONTRACT

43. Award Criteria

43.1. Subject to ITB 40, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined in the BDS. The methodology options are:

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

(i) is substantially responsive; and

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

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

(i) substantially responsive to the bidding document; and

(ii) the lowest evaluated cost.

44. Purchaser's Right to Vary Quantities at Time of Award

44.1. The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the BDS.

45. Notification of Award

45.1. Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

45.2. Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3. The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.

45.4. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

46. Debriefing by the Purchaser

46.1. On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 42, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

46.3. Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

47.1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2. The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

47.3. Notwithstanding ITB 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

48. Performance Security

48.1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser's Country.

48.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Adjudicator

49.1. Unless the BDS states otherwise, the Purchaser proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the BDS. The proposed hourly fee for the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the BDS. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should

state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

50. Procurement Related Complaint

50.1. The procedures for making a Procurement-related Complaint are as specified in the BDS.

SECTION II - BID DATA SHEET (BDS)

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

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids is: **KE-MOH-556745-NC-RFB** The Purchaser is: **STATE DEPARTMENT FOR MEDICAL SERVICES** The name of the RFB is: **SUPPLY, INSTALLATION, IMPLEMENTATION & COMMISSIONING OF A COMPREHENSIVE NATIONAL LABORATORY INFORMATION MANAGEMENT SYSTEM (NLIMS) FOR KENYA NATIONAL PUBLIC HEALTH INSTITUTE(KNPHI).** The Purchaser **SHALL NOT** accept bid for multiple lots under this bidding document.
ITB 1.3 (a)	Electronic Procurement **SHALL NOT** be applicable to this procurement.
ITB 2.1	The Borrower is: **Government of Kenya** Loan or Financing Agreement amount: **USD 129,013,952** The name of the Project is: **KENYA HEALTH EMERGENCY PREPAREDNESS RESPONSE AND RESILIENCE PROJECT**
ITB 4.1	Maximum number of members in the JV shall be: **NONE**
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Bidding Document
ITB 7.1	For Clarification of Bid purposes only, the Purchaser's address is: **The Principal Secretary** **State Department for Medical Services** **Attention: Head/Supply Chain Management Services Address: 30016** **Nairobi Floor/ Room number: 514A City: Nairobi** **ZIP Code: 00100** **Country: Nairobi** **Electronic mail address: procurement@health.go.ke** **Requests for clarification should be received by the Purchaser no later than:** **Seven (7) days prior to the deadline for submission of bids.** **Web page: www.health.go.ke**

ITB 7.1	Web page: www.health.go.ke
ITB 7.4	A Pre-Bid meeting SHALL NOT take place at the following date, time and place:
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: **English**
ITB 11.1 (k)	The Bidder shall submit the following additional documents in its Bid. **Refer to evaluation criteria and specifications provided.**
ITB 13.1	Alternative Bids shall not be considered.
ITB 13.2	Alternatives to the Time Schedule ***ARE NOT*** permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System:
ITB 15.2	Pre-qualification ***HAS NOT*** *been* undertaken.
ITB 16.2 (a)	In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics: (i) **Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);** (ii) **Implementation Sub-Plan;** (iii) **Training Sub-Plan;** (iv) **Testing and Quality Assurance Sub-Plan;** (v) **Warranty Defect Repair and Technical Support Service Sub-Plan** The supplier must commit to undertake after sale services as and when required.
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders shall offer the following items: The supplier must be able to offer maintenance services of the system for at least 1 year.
ITB 17.2	The Bidder **MUST** bid Recurrent Cost Items
ITB 17.2	The Bidder **MUST NOT** bid for contracts for Recurrent Cost Items not included in the main Contract.
ITB 17.5	The Incoterms edition is: **Incoterms 2020**
ITB 17.5 (a)	Named place of destination is: **Ministry of Health**
ITB 17.6	Named place of final destination: **Kenya National Public Health Institute**

ITB 17.8	ITB 17.8 is modified as follows: **THERE ARE NO MODIFICATIONS**
ITB 17.9	The prices quoted by the Bidder **SHALL NOT** be subject to adjustment during the performance of the Contract.
ITB 18.1	The Bidder is required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 19.1	The Bid shall be valid until **13th December,2026**
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): **NOT APPLICABLE**
ITB 20.1	A Bid Security Shall be required. A Bid-Securing Declaration shall **NOT** be required. The amount and currency of the Bid Security shall be **KES.1,500,000 and SHALL** be from a reputable bank valid for 30 days beyond the Bid validity period
ITB 20.3 (d)	Other types of acceptable securities: NONE
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 3 years starting from the date the Bidder performs any of the actions.
ITB 21.1	In addition to the original of the Bid, the number of copies is: **ONE**
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: **A WRITTEN POWER OF ATTORNEY**
D. Submission and Opening of Bids	
ITB 23.1	For **Bid submission purposes** only, the Purchaser's address is: Attention: ***The Principal Secretary, State Department for Medical Services*** **Street Address: Afya House Cathedral Road** **Floor/ Rm No. 1st Floor** **City: Nairobi** **ZIP/Postal Code:00100** **Country: Kenya** **The deadline for Bid submission is:** **Date: 28th July,2026**

	Time: ***11:00A.M EAT*** **Bidders shall not have the option of submitting their Bids electronically.**
ITB 23.1	Bidders **SHALL NOT** have the option of submitting their Bids electronically.
ITB 26.1	The Bid opening shall take place at: **Street Address:** ***Cathedral Road, Afya House*** **Floor/ Room number:** ***GTZ Board Room*** **City:** ***Nairobi*** **Country:** ***Kenya*** **Date: 28th July,2026**
ITB 26.1	The electronic Bid opening procedures shall be: **NOT APPLICABLE**
ITB 26.6	The Letter of Bid and Price Schedules shall be initialed by **ALL** representatives of the Purchaser conducting Bid opening.
E. Evaluation, and Comparison of Bids	
ITB 33.1	The currency(ies) of the Bid shall be converted into a single currency as follows: **KENYA SHILLINGS** The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: **KENYA SHILLING**
ITB 35.4	The Purchaser's evaluation of responsive Bids will Not take into account scored technical factors, in addition to cost factors.
ITB 35.4	Discount Rate (I) for net present value calculations of recurrent costs is:**Not applicable**
ITB 35.8	Bids for Subsystems, lots, or slices of the overall Information System **WILL NOT** be accepted.
ITB 39.3	As additional qualification measures, the Information System (or components/parts of it) offered by the Bidder with the Most Advantageous Bid may be subjected to the following tests and performance benchmarks prior to Contract award*:* **NONE**

F. AWARD OF CONTRACT	
ITB 43	The award will be made on the basis of Not rated pursuant to ITB 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
ITB 44	The maximum percentage by which quantities may be increased is: **fifteen (15%) percentage.** The maximum percentage by which quantities may be decreased is: : **fifteen (15%) percentage** The items for which the Purchaser may increase of decrease the quantities are the following. Hardware
ITB 47.1	The successful Bidder Shall be required to submit the **BENEFICIAL OWNERSHIP DISCLOSURE FORM.**
ITB 49	The proposed Adjudicator is: **There will be an Adjudicator under this Contract** WHO WILL BE DETERMINED BY THE CONTRACT
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." A Procurement-related Complaint may challenge any of the following: **The terms of the Bidding Documents;** and **The Purchaser's decision to award the contract.** If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Ministry of Health State Department for Medical Services P.O. Box 30016-00100 Nairobi Cathedral Road, Website: www.health.go.ke

SECTION III - EVALUATION AND QUALIFICATION CRITERIA (Without PREQUALIFICATION)

This Section contains the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Preliminary examination will be carried out covering the following aspects:

1. Verification
2. Eligibility
3. Bid security
4. Completeness

Factor	5.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.1.1 Nationality	Nationality in accordance with ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –5.1.1 and 5.1.2, with attachments
5.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.4 State owned Entity of the Borrower country	Compliance with conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –5.1.1 and 5.1.2, with attachments

Factor	5.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.1.5 United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	5.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	

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

[1] Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchaser decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

[2] This requirement also applies to contracts executed by the Applicant as JV member.

5.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder[3] since 1st January *[insert year]*	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
5.2.5	Bank's SEA and/or SH Disqualification[4]	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-3

[3] The Bidder shall provide accurate information on the related Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

Factor	5.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.3.1 Historical Financial Performance	The Bidder shall submit audited financial statements for the last **three (3) years** prior to bid submission deadline, demonstrating the current soundnessof the Bidder's financial position. For a joint venture, this requirement shall be met by each member;	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 5.3.1 with attachments
5.3.2 Average Annual Turnover	300,000,000	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.2

Factor	5.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement:(provide letters of credit or financial statement)	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.3

Factor	5.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last____3_ years prior to the applications submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-5.4.1

Factor	5.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV[5] member, sub-contractor, in at least ____3_____ contracts within the last 3 years, each with a value of at least ____kes._79,000,000 that have been successfully and substantially completed and that are similar to the proposed Information System. The successfully completed similar contracts shall be documented by a copy of an Operational acceptance certificate (or equivalent documentation satisfactory to the Purchaser) issued by the purchaser(s).	Must meet requirement	Must meet requirements	N / A		Form EXP 5.4.2

[5] For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, and role and responsibilities shall be considered to meet this requirement.

PERSONNEL CAPABILITIES- KEY PERSONNEL

To be completed by the Bidder and, if JV, by each member Bidder's Legal Name: *[insert **Bidder's Legal Name**]*
Date: *[insert **Date**]*
JV Member Legal Name: *[insert **JV Member Legal Name**]* RFB No.:
*[insert **RFB number**]*

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

Key Personnel

1.	Title of position:	*[insert **Title of position / role in team**]*
	Name of candidate:	*[insert **Name of Candidate**]*
	Duration of appointment	[*insert **the whole period (start and end dates) for which this position will be engaged***]
	Time commitment: for this position:	[*insert **the number of days/week/months/ that has been scheduled for this position***]
	Expected time schedule for this position:	[*insert **the expected time schedule for this position (e.g. attach high level Gantt chart***]
2.	Title of position:	*[insert **Title of position / role in team**]*
	Name of candidate:	*[insert **Name of Candidate**]*
	Duration of appointment	[*insert **the whole period (start and end dates) for which this position will be engaged***]
	Time	[*insert **the number of days/week/months/ that has***]

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Letter of Bid

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

Date of this Bid submission:…….
RFB No.:……...
Alternative No.:…….

We, the undersigned, declare that:

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

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;

(d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [select the appropriate option from (i) to (v) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].

We, including any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

(e) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: [insert a brief description of the IS Design, Supply and Installation Services];

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

[Option 1, in case of one lot:] Total price is: [insert **the total price of the Bid in words and**

figures, indicating the various amounts and the respective currencies];

Or

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

(g) **Discounts:** The discounts offered and the methodology for their application are:

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

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

(h) **Bid Validity:** Our Bid shall be valid until [insert day, month and year in accordance with ITB 19.1], and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

(j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution**: [select the appropriate option and delete the other: **We are not a state-owned enterprise or institution** / **We are a state-owned enterprise or institution but meet the requirements of ITB 4.6**];

(m) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert **complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity**]

Name of Recipient	Address	Reason	Amount

[If none has been paid or is to be paid, indicate"**none**."]

(n) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert **complete name of the Bidder**]
Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert **complete name of person duly authorized to sign the Bid**]
Title of the person signing the Bid: [insert **complete title of the person signing the Bid**]
Signature of the person named above: [insert **signature of person whose name and capacity are shown above**]
Date signed [insert **number**] day of [insert **month**], [insert **year**]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

PRICE SCHEDULE FORMS

Notes to Bidders on working with the Price Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:
   - 3.1 Grand Summary Cost Table
   - 3.2 Supply and Installation Cost Summary Table
   - 3.3 Recurrent Cost Summary Table
   - 3.4 Supply and Installation Cost Sub-Table(s)
   - 3.5 Recurrent Cost Sub-Tables(s)
   - 3.6 Country of Origin Code Table

   [insert: ***any other Schedules as appropriate*** *]*
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB 18.1 and ITB 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB 32.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB 18.2, no more than three foreign currencies may be used.

3.1 Grand Summary Cost Table

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

Name of Bidder:		
Authorized Signature of Bidder:		

3.2 Supply and Installation Cost Summary Table

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

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

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

Name of Bidder:		
Authorized Signature of Bidder:		

3.3 Recurrent Cost Summary Table

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

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

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

Name of Bidder:		
Authorized Signature of Bidder:		

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

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

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

				Unit Prices / Rates					**Total Prices**				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Compo-nent No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert: **local currency**]*	*[insert: **local currency**]*	*[insert: **foreign currency A**]*	*[insert **foreign currency B**]*	*[insert: **foreign currency C**]*	*[insert: **local currency**]*	*[insert: **local currency**]*	*[insert: **foreign currency A**]*	*[insert: **foreign currency B**]*	*[insert: **foreign currency C**]*
X.1	____	- -	- -	- -	- -	- -	- -	- -					
Subtotals (to *[insert: **line item**]* of Supply and Installation Cost Summary Table)													

Note: - - indicates not applicable.

Name of Bidder:		
Authorized Signature of Bidder:		

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

Lot number: ***[if a multi-lot procurement, insert: lot number, otherwise state "single lot procurement"]***
Line item number**:** *[specify: **relevant line item number from the Recurrent Cost Summary Table–** (e.g., y.1)]*
Currency: *[specify: **the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed**]*
[As necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]

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

		Maximum all-inclusive costs (for costs in *[insert: **currency**]*)						
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for *[insert: **currency**]*
1.	Hardware Maintenance	Incl.in Warranty	Incl.in Warranty	Incl.in Warranty				
2.	Software Licenses & Updates	Incl.in Warranty						
2.1	System and General-Purpose Software	Incl.in Warranty						
2.2	Application, Standard and Custom Software	Incl.in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							

		Maximum all-inclusive costs (for costs in *[insert: **currency**]*)						
Component No.	**Component**	**Y1**	**Y2**	**Y3**	**Y4**	**...**	**Yn**	**Sub-total for *[insert: currency]***
3.3	Sr. Network Specialist, ….. etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							- -
Cumulative Subtotal (to *[insert: **currency**]* entry for *[insert: **line item**]* in the Recurrent Cost Summary Table)								

Name of Bidder:		
Authorized Signature of Bidder:		

3.6 Country of Origin Code Table

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

FORM ELI 5.1.1- BIDDER INFORMATION FORM

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

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

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

Alternative No.: *[insert **identification No if this is a Bid for an alternative]** otherwise state **"not applicable"***

Page _____ of_ _____ pages

1. Bidder's Name *[insert **Bidder's legal name**]*
2. In case of JV, legal name of each member : *[insert **legal name of each member in JV**]*
3. Bidder's actual or intended country of registration: *[insert **actual or intended country of registration**]*
4. Bidder's year of registration: *[insert **Bidder's year of registration**]*
5. Bidder's Address in country of registration: *[insert **Bidder's legal address in country of registration**]*
6. Bidder's Authorized Representative Information Name: *[insert **Authorized Representative's name**]* Address: *[insert **Authorized Representative's Address**]* Telephone/Fax numbers: *[insert **Authorized Representative's telephone/fax numbers**]* Email Address: *[insert **Authorized Representative's email address**]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form 1*

FORM ELI 5.1.2- BIDDER'S JV MEMBERS INFORMATION FORM

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

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

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

Alternative No.: *[insert **identification No if this is a Bid for an alternative,** otherwise state **"not applicable"**]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert **Bidder's legal name**]*
2. Bidder's JV Member's name: *[insert **JV's Member legal name**]*
3. Bidder's JV Member's country of registration: *[insert **JV's Member country of registration**]*
4. Bidder's JV Member's year of registration: *[insert **JV's Member year of registration**]*
5. Bidder's JV Member's legal address in country of registration: *[insert **JV's Member legal address in country of registration**]*
6. Bidder's JV Member's authorized representative information Name: *[insert **name of JV's Member authorized representative**]* Address: *[insert **address of JV's Member authorized representative**]* Telephone/Fax numbers: *[insert **telephone/fax numbers of JV's Member authorized representative**]* Email Address: *[insert **email address of JV's Member authorized representative**]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Purchaser in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

FORM CON– 2- HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

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

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

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

JV member Legal Name: *[insert **JV Member Legal Name**]*

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

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Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 5.2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 5.2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount(current value, currency, exchange rate and US$ equivalent)**
*[insert **year**]*	*[insert **amount and percentage**]*	Contract Identification: *[indicate **complete contract name/ number, and any other identification**]* Name of Employer: *[insert **full name**]* Address of Employer: *[insert **street/city/country**]* Reason(s) for nonperformance: *[indicate **main reason(s)**]*	*[insert **amount**]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Sub-Factor 5.2.3. ☐ Pending litigation in accordance with Sub-Factor 5.2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**

*[specify **year**]*	*[specify **amount and currency**]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]* Matter in dispute: *[describe **Matter of dispute**]* Party who initiated the dispute: *[specify **Initiator of dispute**]* Status of dispute: *[specify **Status of dispute**]*	*[specify **total contract amount and currency, USD equivalent and exchange rate**]*
*[specify **year**]*	*[specify **amount and currency**]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]* Matter in dispute: *[describe **Matter of dispute**]* Party who initiated the dispute: *[specify **Initiator of dispute**]* Status of dispute: *[specify **Status of dispute**]*	*[specify **total contract amount and currency, USD equivalent and exchange rate**]*
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Sub-Factor 5.2.4. ☐ Litigation History in accordance with Sub-Factor 5.2.4 as indicated below.			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
*[specify **year**]*	*[specify **percentage of net worth**]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]*	*[specify **total contract amount and currency, USD equivalent and exchange rate**]*

FORM CON– 3

SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

FORM EXP 5.4.1- GENERAL EXPERIENCE

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

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

JV Member Legal Name: *[insert **JV Member Legal Name**]*

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

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
*[insert **month / year**]*	*[insert **month / year**]*	*[insert **number of years**]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*
*[insert **month / year**]*	*[insert **month / year**]*	*[insert **number of years**]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*
*[insert **month / year**]*	*[insert **month / year**]*	*[insert **number of years**]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*
*[insert **month / year**]*	*[insert **month / year**]*	*[insert **number of years**]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*

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

FORM EXP – 5.4.2- SPECIFIC EXPERIENCE

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*
Date: *[insert **Date**]*
JV Member Legal Name: *[insert **JV Member Legal Name**]*
RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	**Information**		
Contract Identification	*[insert **Contract ID**]*		
Award date Completion date	*[insert **Date of Award*** *[insert **Date of Completion***		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total contract amount			
If member in a JV or subcontractor, specify participation of total contract amount			
Purchaser's Name:	_____		
Address: Telephone/fax number: E-mail:	_____ _____ _____		

FORM EXP – 5.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.)

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*
Date: *[insert **Date**]*
JV Member Legal Name: *[insert **JV Member Legal Name**]*
RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Similar Contract No. *[insert **specific number**]* **of** *[**insert total number of contracts**]* **required**	**Information**
Description of the similarity in accordance with Sub-Factor 5.4.2 of Section III:	
Amount	*[insert **contract amount and currency and USD equivalent and exchange rate**]*
Geographical Scope	*[describe **geographic scope of the users of the information system**]*
Functional Scope	*[describe **the functionalities provided by the information system**]*
Methods/Technology	*[describe **methodologies and technologies used to implement the information system**]*
Key Activities	*[describe **the key activities of the Bidder under the contract**]*

FORM CCC- SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

[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.]

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*
Date: *[insert **Date**]*
JV Member Legal Name: *[insert **JV Member Legal Name**]*
RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

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$ equivalent/month)
1. *[insert **Name of Contract**]*	*[insert **Name of Purchaser, contact address, telephone / fax number**]*	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate**]*	*[insert **Estimated completion date**]*	*[insert **Average monthly invoices in USD equivalent and exchange rate**]*
2. *[insert **Name of Contract**]*	*[insert **Name of Purchaser, contact address, telephone / fax number**]*	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate**]*	*[insert **Estimated completion date**]*	*[insert **Average monthly invoices in USD equivalent and exchange rate**]*
3. *[insert **Name of Contract**]*	*[insert **Name of Purchaser, contact address, telephone / fax number**]*	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate**]*	*[insert **Estimated completion date**]*	*[insert **Average monthly invoices in USD equivalent and exchange rate**]*
...				

FORM FIN– 5.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

To be completed by the Bidder and, if JV, by each member
Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*
JV Member Legal Name: *[insert **JV Member Legal Name**]*
RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

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

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

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

FORM FIN– 5.3.2- AVERAGE ANNUAL TURNOVER

[To be completed by the Bidder and, if JV, by each member]

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

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

JV Member Legal Name: *[insert **JV Member Legal Name**]*

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

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Annual turnover data (applicable activities only)		
Year	Amount and Currency	US$ equivalent
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*Average Annual Turnover	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*

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

FORM FIN 5.3.3- FINANCIAL RESOURCES

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

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

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

JV Member Legal Name: *[insert **JV Member Legal Name**]*

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

Page _____ of _____ pages

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

Source of financing	Amount (US$ equivalent)
1. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*
2. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*
3. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*
4. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*

Candidate Summary

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

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

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

JV Member Legal Name: *[insert **JV Member Legal Name**]*

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

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Position; *[insert **Title of Position**]*		Prime ☐ Alternate
Candidate information	Name of candidate *[insert **Name of Candidate**]*	Date of birth *[insert **Date of Birth**]*
	Professional qualifications *[describe **Professional qualifications**]*	
Present employment	Name of Employer *[insert **Name of Present Employer**]*	
	Address of Employer *[insert **Address of Present Employer**]*	
	Telephone *[insert **Telephone** of **Contact**]*	Contact (manager / personnel officer) *[insert **Name**]*
	Fax *[insert **fax of Contact**]*	email *[insert **email** of **Contact**]*
	Job title of candidate *[insert **Job Title of Candidate**]*	Years with present Employer *[insert **Jo Number of years**]*

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 experienc
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the is RFB***
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the is RFB***
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the is RFB***
*[insert **year**]*	*[insert **year**]*	*[describe **experience relevant to the proposed Contract under the is RFB***

CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL FORM

***Note to the Purchaser**:*

***The following minimum requirements shall not be modified**. The Purchaser may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Purchaser shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL

We are the Supplier, [*enter name of Supplier*]. We have signed a contract with [*enter name of Purchaser*] for [*enter description of the Information System*]. The Information System will be supplied to and installed at [*enter the Project Site/s]*. Our contract requires us to implement measures to address environmental and social risks.

This Code of Conduct identifies the behavior that we require from Supplier's Personnel employed in the execution of the Contract at the Project Site/s.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviorwill not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Supplier's Personnel employed in the execution of the Contract at the Project Site/s shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations andother requirements, including requirements to protect the health, safety and well-being of other Supplier's Personnel and any other person;
3. maintain a safe working environment including by:

a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;

b. wearing required personal protective equipment;

c. using appropriate measures relating to chemical, physical and biological substances and agents; and

d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with
other Supplier's or Purchaser's Personnel;

7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position
of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);

11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Supplier's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Supplier to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Supplier's hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given

all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code
of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Supplier's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SUPPLIER's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Supplier's contact person(s) with relevant experience*] requesting an explanation.
Name of Supplier's Personnel: *[insert **name**]*

Signature:

_____

Date: (day month year): *[insert **date**]*

Countersignature of authorized representative of the Supplier:
Signature:

_____

Date: (day month year): *[insert **date**]*

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors. (1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Supplier's Personnel tells a member of the community that he/she can get them jobs related to the project site in exchange for sex.
- A Supplier's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Supplier's Personnel denies a person access to the Project Site/s unless he/she performs a sexual favor.
- A Supplier's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Supplier's Personnel comment on the appearance of another Supplier's Personnel (either positive or negative) and sexual desirability.
- When a Supplier's Personnel complains about comments made by another Supplier's Personnel on his/her appearance, the other Supplier's Personnel comment that he/she is"asking forit"because of how he/she dresses.
- Unwelcome touching of a Supplier's Personnel or Purchaser's Personnel by another Supplier's Personnel.
- A Supplier's Personnel tells another Supplier's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

TECHNICAL CAPABILITIES

*[**Note**: To be completed by the Bidder and, if JV, by each member]* Bidder's Legal Name: *[insert **Bidder's Legal Name**]*
Date: *[insert **Date**]*
JV Member Legal Name: *[insert **JV Member Legal Name**]* RFB No.: *[insert **RFB number**]*

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

MANUFACTURER'S AUTHORIZATION

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

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

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

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

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

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]* Signed _____
Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Manufacturer**]* Dated this *[insert: **ordinal**]* day of *[insert: **month**]*, *[insert: **year**]*.
[add Corporate Seal (where appropriate)]

SUBCONTRACTOR'S AGREEMENT

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

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

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

WHEREAS *[insert: **Name of Subcontractor**],* having head offices at *[insert: **address***

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

Name *[insert: **Name of Officer]*** in the capacity of *[insert: **Title of Officer]*** Signed _____
Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Subcontractor]***
Dated this *[insert: **ordinal**]* day of *[insert: **month**]*, *[insert: **year**]*.
[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

INTELLECTUAL PROPERTY FORMS

Notes to Bidders on working with the Intellectual Property Forms

In accordance with ITB 11.1(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (a) System, General- Purpose, or Application Software; (b) Standard or Custom Software; (c) Proprietary or Open Source. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Bidder must also include the text of the software licenses for the software titles proposed.

Software List

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Attachments: Proposed Software Licenses

List of Custom Materials

Custom Materials
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*

CONFORMANCE OF INFORMATION SYSTEM MATERIALS

Format of the Technical Bid

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

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

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

(c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.
In demonstrating the responsiveness of its bid, the Bidder must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Bidder's Technical Bid.

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

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

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

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

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

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

Technical Responsiveness Checklist (Format)

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

*[**Note to the Purchaser**: The Technical Responsiveness tables submitted by each Bidder can help structure the Purchaser's technical evaluation. In particular, the Purchaser can append rows to each of the Bidder's submitted responsiveness tables to record the Purchaser's assessment of the compliance, partial compliance, and non-compliance of the Bidder's response to the specific Technical Requirement– including the Purchaser's rationale for its conclusion (including, as appropriate, clear indications of the gaps in the Bidder's response/supporting documentation). These assessments can provide a standardized presentation of the detailed underlying logic of the Purchaser's final assessment of the responsiveness / non-responsiveness of the Bidder's technical proposal. Typically, the detailed response/assessment tables would appear as an attachment to the Bid Evaluation Report].*

FORM OF BID SECURITY (BANK GUARANTEE)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

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

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

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

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

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

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

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)]

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Information System

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

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

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

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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 party;

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

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

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

v. "obstructive practice" is:

(a) 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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – PURCHASER'S REQUIREMENTS

SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

TECHNICAL REQUIREMENTS FOR SUPPLY, INSTALLATION, IMPLEMENTATION & COMMISSIONING OF A COMPREHENSIVE NATIONAL LABORATORY INFORMATION MANAGEMENT SYSTEM (NLIMS) FOR KENYA NATIONAL PUBILC HEALTH INSTITUTE(KNPHI).

1. Background

1.1 Project Background

The Government of the Republic of Kenya has received financing from the International Development Association (IDA) towards the cost of the Health Emergency Preparedness, Response and Resilience (HEPRR) Project (P180127, IDA Credit 7405-KE, EUR 108.8 million / USD 120 million equivalent). The HEPRR Project Development Objective (PDO) is "to strengthen health system resilience and multisectoral preparedness and response to health emergencies in Kenya."

The NLIMS is financed under HEPRR Component 2(i): Collaborative multisectoral gender-disaggregated surveillance and laboratory diagnostics (USD 16.1 million), with supporting investment from Component 1(iv): Information systems for HEs and health sector digitalization (USD 7.7 million), providing a combined LIMS envelope of approximately USD 23.8 million.

The Kenya National Public Health Institute (KNPHI), established by Legal Notice No. 14 of 2022, is the implementing entity for the NLIMS. KNPHI has absorbed 13 divisions from the Ministry of Health including Disease Surveillance and Response (DDSR), National Public Health Laboratories (NPHL), Public Health Emergency Operations Centre (PHEOC), Field Epidemiology and Laboratory Training Programme (FELTP), Zoonotic Disease Management, and Port Health Services.

Kenya's public health laboratory system currently operates with fragmented, largely paper-based workflows. The HEPRR PAD (Report No. PAD5376, Annex 4) identifies a baseline laboratory analysis turnaround time (TAT) of 42 days, with an end-of-project target of 21 days — a 50% reduction. The project targets 80% of project-supported laboratories achieving a 3-star or higher rating during a WHO AFRO SLIPTA audit. The laboratory network comprises approximately 15,200+ facilities across five tiers, from community point-of-care to the BSL-3 central reference laboratory.

2. Objectives of the Assignment

The objective of this assignment is to Supply, Install, configure and implement a comprehensive National Laboratory Management Information System (NLIMS) that will:

- Reduce laboratory analysis TAT from 42 days to 21 days (50% reduction) as measured by the HEPRR IRI;
- Enable 80% of project-supported laboratories to achieve WHO AFRO SLIPTA 3-star rating through integrated QMS;
- Automate real-time IDSR notification for all 42+ priority notifiable diseases, supporting Kenya's 7-1-7 target;
- Integrate with Kenya's national digital health ecosystem including DHIS2/KHIS, NPHIIS, DHA ESB, DHA shared registries, KEMSA NLMIS, and SHA/TaifaCare;
- Comply fully with the Digital Health Act 2023, Data Protection Act 2019, Computer Misuse and Cybercrimes Act 2018, and all applicable Kenyan legislation (as detailed in Section 7.4);
- Support antimicrobial resistance (AMR) surveillance aligned with WHO GLASS;
- Provide patient/client access to laboratory results;
- Enable post-project sustainability through comprehensive knowledge transfer to KNPHI IT staff;
- Achieve a minimum operational life of 10 years with Government of Kenya ownership from day one.
- Provide real-time management information, dashboards, and analytics to support evidence-based decision making by KNPHI leadership;
- Ensure long-term sustainability through comprehensive knowledge transfer to KNPHI ICT staff, enabling independent system administration and first-line support.

3. Scope of Services

The Vendor shall provide the following services across three implementation phases:

Phase 1 (Year 1–2): Core LIMS and Surveillance Integration. Deployment at 12 NRLs and 15 priority county laboratories. Deliverables include: sample lifecycle management; GS1-compliant specimen labelling; electronic test ordering; IDSR auto-notification for 42+ diseases; DHIS2/NPHIIS integration; ISRS integration; basic reagent inventory; QMS module (IQC, non-conformance, SLIPTA self-assessment); RBAC with audit trail; dashboards; TAT monitoring; basic AMR data capture in WHONET format; DHA certification and ESB onboarding; DHA shared registry integration; patient data access via API; full regulatory compliance framework (ODPC registration, CMCA compliance, cyber security assessment, incident response plan, data processing agreement, cross-border data transfer framework).

Phase 2 (Year 2–3): Extended Capabilities. National rollout. Deliverables include: full instrument interfacing (GeneXpert/GxAlert, Abbott, Roche, Hologic, BD, Beckman, Sysmex, biomérieux, and other chemistry and Biochemistry analysers); advanced AMR surveillance and GLASS auto-reporting; One Health data exchange; PoE laboratory integration (35 border points); PT/EQA management; advanced commodity management with GS1;

patient web portal; clinician portal; mobile offline data collection.It should have capabilities in hosting and reporting genomic data outputs

Phase 3 (Year 3–5): AI/ML and Sustainability. Deliverables include: AI anomaly detection for surveillance; predictive analytics for reagent consumption; genomic sequencing data management; research data repository; HIE interoperability; complete knowledge transfer; GoK-funded operational model.

3.1 Legislative and Regulatory Framework

4 The NLIMS shall comply with the full Kenyan constitutional, legislative, and regulatory framework. The Vendor is responsible for ensuring that the delivered system is fully compliant with the following (non-exhaustive list). Detailed provisions are set forth in the BRD (Section 2.8), which is provided as Annex A to this TOR:

5 Constitution of Kenya 2010 (Articles 10, 31, 35, 43, 54, 174)

6 Digital Health Act, No. 15 of 2023 — DHA certification mandatory before deployment

7 Digital Health (Health Information Management Procedures) Regulations, LN 76/2025

8 Digital Health (Data Exchange Component) Regulations, LN 77/2025 — ESB onboarding within 6 months

9 Data Protection Act, 2019 (Cap 411C) — ODPC registration; 72-hour breach notification; DPIA

10 Computer Misuse and Cybercrimes Act, No. 5 of 2018 — critical infrastructure designation; NCCC reporting

11 Health Act, 2017 (Cap 241A) — e-health legislative foundation; international sharing restrictions

12 Public Health Act, Cap 242 — statutory notification duty for infectious diseases

13 Access to Information Act, 2016 — proactive disclosure obligations

14 Kenya Information and Communications Act, Cap 411A — ICT Authority oversight

15 Persons with Disabilities Act, 2003 — accessibility requirements

3.2 Key Functional Requirements

The complete functional and non-functional requirements are set forth in the Business Requirements Document (BRD) v2.0, provided as Annex A to this TOR and incorporated herein by reference. The Consultant shall respond to every requirement in the BRD using the Compliance Matrix (Form TECH-8). The following is a summary of the requirement domains:

Requirement Domain	Req. Count	Key Requirements
Sample Lifecycle Management (Pre-	8 (SLM-001–008)	Electronic order entry; GS1 barcoding; chain of custody; specimen rejection; batch

analytical)		registration; ISRS integration
Sample Lifecycle Management (Analytical)	6 (SLM-010–015)	Worklist generation; instrument interfacing; auto-validation; manual entry; reflex testing; rerun management
Sample Lifecycle Management (Post-analytical)	5 (SLM-020–024)	Dual authorization; results delivery (FHIR, PDF, SMS); TAT monitoring with escalation; amendment/addendum
Surveillance and Public Health Reporting	11 (SUR-001–011)	IDSR auto-notification; aggregate DHIS2 reporting; NPHIIS integration; AMR/GLASS; PoE reporting; One Health
Quality Management System (QMS)	8 (QMS-001–008)	IQC (Levey-Jennings/Westgard); PT/EQA; non-conformance/CAPA; SLIPTA tracking; competency register
Inventory and Supply Chain	8 (INV-001–008)	Lot tracking; critical stock alerts; FEFO enforcement; KEMSA integration; cold chain; GS1 scanning
Instrument Interfacing	4 (INT-001–004)	Middleware; GeneXpert/GxAlert; multi-vendor analyzers; auto-validation per instrument
Reporting, Analytics, Dashboards	6 (RPT-001–006)	Operational dashboards; surveillance dashboards; SLIPTA dashboard; executive dashboard; ad hoc; M&E feeds
Patient/Client Interface	3 (PAT-001–003)	Patient results access (API/PDF/portal); consent management; multilingual (EN/SW)
Emergency Response Mode	5 (EMR-001–005)	Surge mode activation; simplified workflows; CERC integration; mobile field collection

3.4 Non-Functional Requirements

Requirement Domain	Req. Count	Key Requirements
Performance	4 (NFR-001–004)	Result entry ≤2s; report generation ≤10s; dashboard ≤5s; 200K samples/month
Availability and Reliability	4 (NFR-010–013)	99.5% uptime (99.9% surveillance); RPO ≤1hr; RTO ≤4hr; failover <30min
Scalability	3 (NFR-020–022)	Horizontal scaling to 15,200 facilities; 10,000 concurrent users; 5-year data growth
Security and Privacy	8 (NFR-030–037)	ISO 27001; encryption; MFA; RBAC+ABAC; WORM audit; DPIA; pentest; API gateway
Interoperability	7 (NFR-040–046)	HL7 FHIR R4; LOINC; SNOMED CT; ICD-11; ADX; GS1; open API
Usability and Accessibility	4 (NFR-050–053)	Responsive design; WCAG 2.1 AA; English/Swahili; offline mode
Deployment and Infrastructure	8 (NFR-060–067)	Kenya data residency (mandatory); GoK DR node; CI/CD; containerization
Sustainability and Vendor Independence	6 (NFR-070–075)	Source code escrow; open-source preferred; documentation; GoK exit strategy
Regulatory Compliance (NEW)	12 (NFR-080–091)	DHA certification; ESB onboarding; NHDD compliance; DHA registries; KMLTTB; CMCA; ODPC; cyber assessment; incident response; cross-border; breach notification; data processing agreement

3.5 Data Requirements

The system shall adopt a 'Security by Design' framework. Mandatory features include end-to-end encryption for data in transit and at rest, Multi-Factor Authentication (MFA) for all administrative access, and a robust audit trail mechanism to monitor all system activities across all the endpoints. The data shall include:

(a) master data (test catalogues, facility lists, user registries);

(b) historical aggregate data from DHIS2 (minimum 5 years);

(c) specimen-level data from BLIS/OpenELIS at select NRLs.

Data governance requirements: minimum 20-year retention for patient-identifiable data per Digital Health Act 2023; mandatory data residency within Kenya; DHA custodianship per Section 19; cross-border transfer only for anonymised/aggregated data.

3.6 Integration Requirements

The solution must implement HL7 FHIR and DICOM standards as the primary protocols for data exchange. This is a mandatory requirement to ensure the NLIMS seamlessly integrates with existing Ministry of Health systems and allows real-time data visibility across the five-tier laboratory networks. The NLIMS shall integrate with at least the following external systems. Detailed specifications are in BRD Section 8:

- DHIS2/KHIS — aggregate laboratory reporting (ADX/FHIR outbound)
- NPHIIS — individual case notification (FHIR bidirectional)
- ISRS — sample referral and transport tracking (REST bidirectional)
- KEMSA NLMIS — requisition and supply chain (REST bidirectional)
- GeneXpert/GxAlert network — instrument results (middleware)
- DHA Enterprise Service Bus — certified data exchange (per LN 77/2025)
- DHA Shared Registries — facility, health worker, client, product (FHIR R4)
- SHA / TaifaCare — eligibility verification and claims (SHA API)
- Additional analyzers (Phase 2): Abbott, Roche, Hologic, BD, Beckman, Sysmex, biomérieux

4. Implementation Approach

The Vendor shall propose an implementation methodology. The Client requires:

(a) Agile or hybrid methodology with iterative delivery within the phased structure;

(b) minimum 30-day parallel run before go-live at each site;

(c) pilot deployment at 2–3 NRLs before broader Phase 1 rollout;

(d) formal User Acceptance Testing with documented acceptance criteria per BRD Section 11;

(e) phased rollout from NRLs to county to sub-county laboratories;

(f) dedicated change management and training programme including Train-the-Trainer model;

(g) training of at least 2,465 HCWs on IDSR (50% female);

(h) formal knowledge transfer plan culminating in KNPHI IT independent operation by project close.

5. Training and Change Management

- User training sessions
- Administrator training
- System documentation and user manuals
- Change management training

6. Testing and Deployment

- User Acceptance Testing (UAT, security testing, performance testing)
- Pilot implementation
- Full deployment

7. Post-implementation support

7.1 LIMS Platform Supply and Licensing (Perpetual one-off licensing)

Supply all software licenses for the LIMS platform. The Licensing model should be a One-off without recurring renewal costs. Provide manufacturer's authorization, full licensing documentation, and a licensing roadmap covering the contract period plus three years beyond.

7.2 Infrastructure and Hosting

The LIMS system and database shall be hosted at the DHA recommended Health Cloud data centre or an ICTA approved Tier III data centre within Kenya.

8. Deliverables

The following major deliverables shall be produced. All deliverables require approval from client before payment:

#	Deliverable	Due (Month)	Acceptance Authority	Linked Payment
D1	Inception Report and Detailed Work Plan	M1	PCT / DHTWG	Milestone 1
D2	System Requirements Specification (SRS)	M1	DHTWG / DHA	Milestone 2
D3	System Design Document (SDD) and Architecture	M1	DHTWG	—
D4	Phase 1 System (UAT-ready)	M2	DHTWG / QA	Milestone 2

			Lead	
D5	DHA Certification Certificate	M2	DHA	Milestone 4 pre-condition
D6	Training Materials and ToT Programme	M2	DHTWG	Milestone 2
D7	Phase 1 UAT Report and Go-Live	M3	DHTWG + Users	Milestone 3
D8	Data Migration Report	M3	DHTWG	—
D9	Phase 2 System (UAT-ready)	M2	DHTWG / QA Lead	Milestone 2
D10	Phase 2 UAT and National Rollout Plan	M3	DHTWG + POC	Milestone 3
D11	Phase 3 AI/ML and Genomics Modules	M2	DHTWG	Milestone 2
D12	Knowledge Transfer Report and KNPHI Operational Readiness Certification	M2	PCT / DG KNPHI	Milestone 2
D13	System Operation and Maintenance Manual	M3	DHTWG	Milestone 3
D14	Source Code, Documentation, and IP Transfer	M3	PCT	Milestone 3
D15	Warranty Completion Report	M4	PCT	Milestone 4

9. Project Duration

The implementation period shall be approximately **3 months** from the effective date of the contract which shall include:

- Requirements analysis
- System configuration
- Testing
- Training & deployment

10. Acceptance Criteria

The system shall be accepted upon:

- Successful completion of UAT
- Delivery of all agreed functionalities
- Successful data migration
- Completion of training
- Submission of all documentation

11. Client's Inputs and Obligations

The Client shall provide:

(a) office space at KNPHI headquarters for the Vendor’s core team;

(b) access to NRLs and county laboratories for site assessments, installation, and training;

(c) counterpart staff for knowledge transfer (minimum 3 KNPHI IT staff assigned full-time);

(d) existing documentation (CHERP outputs, IDSR guidelines, SLIPTA checklists, facility lists);

(e) connectivity at NRL and county laboratory sites (may require Consultant input for specification);

(f) timely review and feedback on deliverables (maximum 15 working days per review cycle);

(g) facilitation of DHA certification process;

(h) ODPC registration and DHA notification.

12. Reporting Requirements

The Vendor shall submit:

(a) monthly progress reports to PCT and DHTWG;

(b) quarterly progress reports for WB Implementation Status and Results (ISR) reporting;

(c) deliverable-specific reports as per the table above; (d) all reports through the HEPRR project portal.

13. Payment Terms

Payment shall be made after system handover and commissioning

14. Support and Maintenance

- Minimum 12-month warranty/support period after commissioning
- Provide an Incidence Support Escalation Matrix
- Helpdesk support

15. Personnel Requirements

Position	Min. Qualification	Min. Experience	Certification
Project Manager	Master's in IT, CS, PM, or related	5 years PM, 5 years LIMS	PMP or PRINCE2 Practitioner (current)
Solution Architect	Bachelor's in IT/CS/Engineering	3 years IT architecture, 3 years LIMS	TOGAF or LIMS vendor architecture cert
LIMS Specialist	Bachelor's in IT/CS	3 years LIMS platform implementation	Platform vendor certification (current)
Data Migration Lead	Bachelor's in IT/CS/LIS	3 years data migration or digitization	Relevant certification preferred
Integration Specialist	Bachelor's in IT/CS	3 years systems integration / API dev	API/middleware certification preferred
Change Management Lead	Bachelor's in HR/OD/Management	3 years change management programmes	PROSCI or ACMP equivalent preferred

Technical Requirements

Technical Requirements

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A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS 0.1

Acronym Table

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

	Term	Explanation
	bps	bits per second
	cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	gigabyte
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	lpi	lines per inch
	lpm	lines per minute
	MB	megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	ppm	pages per minute
	PS	PostScript -- Adobe page description language

	Term	Explanation
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

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

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

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

1.1.1.2…

1.2 Business Function Requirements to be met by the Information System

1.2.1 The Information System MUST support the following business functions

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

1.2.1.2…

1.3 Architectural Requirements to be met by the Information System

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

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

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

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

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

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

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

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

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

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

1.4.1.7…

1.5 Performance Requirements of the Information System

1.5.1 The Information System MUST reach the following performance levels. 1.5.1.1 *[describe, at the appropriate level of detail for the particular*

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

1.5.1.2…

C. SERVICE SPECIFICATIONS– SUPPLY & INSTALL ITEMS 2.1

System Analysis, Design and Customization/Development

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

design deliverables.

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

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

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

2.2 Software Customization / Development

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

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

2.3 System Integration (to other existing systems)

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

2.4 Training and Training Materials

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

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

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

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

2.5 Data Conversion and Migration

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

2.6 Documentation Requirements

2.6.1 The Supplier MUST prepare and provide the following Documentation.

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

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

2.7 Requirements of the Supplier's Technical Team

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

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

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

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

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

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

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

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

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

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

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

2.7.1.11 …

D. TECHNOLOGY SPECIFICATIONS– SUPPLY & INSTALL ITEMS

3.0 General Technical Requirements

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

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

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

3.0.4 Safety:

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

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

3.1 Computing Hardware Specifications

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

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

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

(Or, for PCs)

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

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

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

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

Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the bidding documents are to be issued, the Purchaser may wish to incorporate these requirements in the Recurrent Cost Table and

possibly include them in the Contract Price. This will subject them

to competition and provide a way contractually to control future price increases. This approach reserves for the Purchaser the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.

3.1.1.4 Processing unit fault tolerance: *[for example, specify:* ***error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; "hot-swappable modules****";etc.]*

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

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

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

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

3.1.2.1 …

3.2 Network and Communications Specifications

3.2.1 Local Area Network:

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

3.2.1.2 Cabling: *[for example, specify:* ***cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawings****; etc.]*

3.2.2 Wide-Area Network:

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

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

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

3.2.4 Video Conferencing/Congress Equipment:

3.2.5. …

3.3 Ancillary Hardware Specifications

3.3.1 Shared Data Storage Devices: *[specify:* ***disk; tape; optical storage devices, including capacities, interfaces, hardware-based***

***administration/diagnostics/failover**, etc.]:*

3.3.2 Shared Output and Input Devices:

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

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

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

3.3.3 Power Conditioning Devices:

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

3.3.4 Specialized Furnishing/Equipment:

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

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

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

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

3.4 Standard Software Specifications

3.4.1 System Software and System-Management Utilities:

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

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

3.4.1.3 Etc...

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

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

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

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

3.5 Consumables

3.5.1 Printer Ink / Toner– Printer Type 1:

3.6 Other Non-IT Goods

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

E. TESTING AND QUALITY ASSURANCE REQUIREMENTS 4.1

Inspections

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

4.2 Pre-commissioning Tests

4.2.0 In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).
4.2.1 *[specify: Subsystem 1 (as defined in the Site Table[s] attached to the Implementation Schedule) specify:* ***tests, test conditions, success criteria****, etc.]*
4.2.2 *[specify: Subsystem 2 (as defined in the Site Table{s}) specify:* ***tests, test conditions, success criteria****, etc.]*
4.2. N The Entire System: Pre-commissioning Tests for the entire System are: *[specify:*
tests, test conditions, success criteria*, etc.]*

4.3 Operational Acceptance Tests

4.3.0 Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.
4.3.1 *[specify: Subsystem 1 (as defined in the Implementation Schedule) specify:* ***tests, test conditions, success criteria****, etc.]*
4.3.2 *[specify: Subsystem 2 (as defined in the Implementation Schedule) specify:*

***tests, test conditions, success criteria**, etc.]*

4.3. N The Entire System: Pre-commissioning Tests for the entire System are: *[specify:*

***tests, test conditions, success criteria**, etc.]*

F.SERVICE SPECIFICATIONS– RECURRENT COST ITEMS

5.1 Warranty Defect Repair

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

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

5.1.1.2 ...

5.2 Technical Support

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

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

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

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

5.2.1.4….

5.3 Requirements of the Supplier's Technical Team

5.3.1 The Supplier MUST provide a technical team to cover the Purchaser's anticipated Post-Operational Acceptance Technical Assistance Activities

Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. *The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.*

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

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

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

5.3.1.4…

Implementation Schedule

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B. Site Table(s) 157

C. Table of Holidays and Other Non-Working Days 158

A. Implementation Schedule Table

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

LIMS IMPLEMENTATION SCHEDULE

Line Item No.	Subsystem / Activity	Config Ref	Site	Start Week	End Week	Duration	Acceptance Week	Milestone
1	Project Mobilization & Kickoff	LIM-MOB-001	Client Site	1	1	1	1	Project Charter Approved & Kickoff Completed
2	Requirements Gathering & Workflow Mapping	LIM-REQ-002	Lab Site	1	2	2	2	Approved Business Requirements (BRD)
3	System Architecture & Solution Design	LIM-DES-003	HQ / Server Env	2	3	2	3	Functional & Technical Design Approved
4	Blueprint Approval & Sign-off	LIM-BLU-004	Client Site	3	4	2	4	Design Sign-off Completed

5	Core LIMS Setup (Platform Configuration)	LIM-CORE-005	Server Environment	4	5	2	5	Base LIMS System Configured
6	Core LIMS – Sample & Test Management	LIM-SAM-006	Lab Site	5	7	3	7	Sample Registration, Testing & Workflow Active
7	Document Management System (DMS)	LIM-DOC-007	Lab + HQ	6	7	2	7	Controlled Document System Operational
8	Inventory & Reagent Management	LIM-INV-008	Lab Site	6	8	3	8	Inventory Tracking & Reagent Control Active
9	Personnel & Training Management	LIM-HR-009	Lab Site	7	8	2	8	Competency & Training Module Active
10	Reporting, BI & Dashboards	LIM-BI-010	Server / Cloud	8	9	2	9	Live Dashboards & Reports Operational
11	Integration Layer (ERP,	LIM-INT-011	Lab + External Systems	9	10	2	10	Systems Integrated &

	Instruments, Email, AD)							Data Flow Active
12	Generative AI Module Deployment	LIM-AI-012	Cloud Layer	9	11	3	11	AI Reporting & Query Engine Active
13	System Integration Testing (SIT)	LIM-SIT-013	Test Environment	10	11	2	11	SIT Completion Report Approved
14	User Acceptance Testing (UAT)	LIM-UAT-014	Client Lab Site	11	12	2	12	UAT Sign-Off Completed
15	Training & Change Management	LIM-TRN-015	Lab Site	12	13	2	13	Training Completion Report
16	Data Migration & Validation	LIM-DAT-016	Lab Site	12	13	2	13	Validated Data Migration Completed
17	Go-Live & Hypercare Support	LIM-GOL-017	Production Site	13	14	2	14	Live System Deployed & Stabilized

Refer to the Site Table(s) below for details regarding the site and the site code. -- indicates not applicable. “Indicates repetition of table entry above.

B. **SITE TABLE(S)**

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

C. TABLE OF HOLIDAYS AND OTHER NON-WORKING DAYS

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

TABLE OF HOLIDAYS

Month	2026	2027	2028
Jan	1 (New Year)	1	1
Mar	-	-	-
Apr	Good Friday, Easter Monday	Same	Same
May	1 (Labour Day)	1	1
Jun	Madaraka Day (1st June)	1	1
Jul	-	-	-
Aug	-	-	-
Oct	Huduma Day (10th Oct)	10	10
Oct	Mashujaa Day (20th Oct)	20	20
Dec	12 (Jamhuri Day), 25 (Christmas), 26 (Boxing Day)	Same	Same

System Inventory Tables

LIMS SYSTEM INVENTORY TABLES

1. LIMS MODULE INVENTORY TABLE

Module	Sub-Module	Key Functions	Priority	Configuration Type
Core LIMS	Sample Management	Sample registration, labeling, chain of custody	High	Configured
Core LIMS	Test Management	Test assignment, execution, workflows	High	Configured
Core LIMS	Results Management	Result entry, validation, approvals	High	Configured
Core LIMS	CoA Generation	Certificates of Analysis generation	High	Configured
Document Management (DMS)	SOP Control	SOP storage, versioning, approvals	High	Configured
Document Management (DMS)	Quality Records	Audit logs, controlled documents	High	Configured
Inventory & Reagents	Stock Control	Reagent tracking, usage monitoring	High	Configured
Inventory & Reagents	Expiry Management	Lot tracking, FEFO control	High	Configured
Personnel & Training	Competency Management	Staff roles, test authorization	High	Configured
Personnel & Training	Training Records	Certifications and training logs	Medium	Configured
BI & Reporting	Dashboards	Operational dashboards, KPIs	High	Custom
BI & Reporting	Reports	Analytical and compliance reports	High	Custom
Integration Layer	Instruments Integration	Direct instrument data capture	High	Custom
Integration Layer	External Systems	ERP, email, AD integration	High	Custom
AI Module	Analytics Engine	Predictive insights, query reports	Medium	Custom

2. LIMS ENVIRONMENT INVENTORY TABLE

Environment	Purpose	Hosting	Access Level	Description
Development	System build	Cloud/On-prem	IT Team	Configuration & development
Testing (SIT)	System testing	Cloud	QA Team	Internal validation
UAT	User validation	Cloud	Lab Users	Client testing environment
Production	Live system	Cloud/On-prem	All users	Operational system
Disaster Recovery	Backup & failover	Cloud	Admin only	Business continuity

3. LIMS USER & ROLE INVENTORY TABLE

Role	Department	Access Level	Permissions
System Administrator	IT	Full	Configuration, user management
Lab Manager	Laboratory	High	Approvals, oversight
Analyst	Laboratory	Medium	Test execution, result entry
QA Officer	Quality	High	Validation, audit control
Storekeeper	Inventory	Medium	Stock management
Auditor	Compliance	Read-only	Reports & audit trails

4. LIMS INTEGRATION INVENTORY TABLE

System	Integration Type	Data Flow	Frequency	Purpose
Laboratory Instruments	API / Middleware	Real-time	Continuous	Automated result capture
ERP System	API	Bidirectional	Real-time	Billing & procurement sync
Email System	SMTP/API	Outbound	Real-time	Notifications & alerts
Active Directory	LDAP	Authentication	Real-time	User access control
SMS Gateway	API	Outbound	Event-based	Alerts & notifications

5. LIMS DATA MIGRATION TABLE

Data Type	Source	Migration Method	Validation	Status
Samples	Legacy system	ETL/Upload	QA verification	Pending
Test Methods	SOP documents	Manual + import	Lab approval	Pending
Inventory Data	Excel/system	Bulk upload	Stock reconciliation	Pending
Personnel Data	HR files	Import	HR validation	Pending
Historical Results	Legacy LIMS	ETL	Audit verification	Pending

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System Inventory Table (Recurrent Cost Items) ***[insert:identifyingnumber]–WarrantyPeriod*** **.....162**

SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS) *[INSERT: IDENTIFYING NUMBER]*

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

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

SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) *[INSERT: IDENTIFYING NUMBER] –*

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

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

Background and Informational Materials

A. BACKGROUND

0.1 The Purchaser

BACKGROUND – LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)

Laboratory operations within modern regulated environments are increasingly expected to deliver high levels of accuracy, traceability, and compliance while maintaining efficiency and rapid turnaround times. However, many laboratory settings continue to rely on a combination of manual processes, semi-digital tools such as spreadsheets, and fragmented standalone applications that do not provide an integrated view of laboratory activities.

In the current operating environment, sample handling is often managed through paper-based registers or isolated digital logs, which makes it difficult to maintain a consistent chain of custody from sample receipt through to final reporting. This creates challenges in ensuring full traceability of samples, particularly when multiple analysts, instruments, and approval stages are involved in the testing lifecycle. As a result, laboratories face risks related to data inconsistencies, delayed retrieval of sample history, and reduced confidence in audit readiness.

The management of test workflows is also typically decentralized, with test assignments, result entry, and result validation being handled through disconnected systems or manual coordination. This lack of integration increases the likelihood of transcription errors, duplication of effort, and delays in review and approval cycles. It also limits the ability of laboratory supervisors to monitor workload distribution, turnaround times, and bottlenecks in real time.

Documentation control presents another significant operational challenge. Standard Operating Procedures (SOPs), test methods, calibration records, and quality assurance documentation are often stored in shared drives or physical archives without robust version control mechanisms. This creates risks of unauthorized document usage, outdated procedure reference, and difficulties in maintaining compliance with regulatory standards such as ISO 17025, Good Laboratory Practice (GLP), or other applicable frameworks. Audit preparation in such environments becomes time-consuming and resource-intensive due to the lack of centralized and structured document governance.

Inventory and reagent management is frequently handled outside of an integrated system, relying on manual stock cards or basic spreadsheets. This results in limited visibility into real-time stock levels, expiration tracking, lot traceability, and consumption patterns. Consequently, laboratories

are exposed to risks such as stockouts of critical reagents, wastage due to expired materials, and challenges in linking reagent usage to specific tests or batches for traceability purposes.

Human resource and competency management within laboratory environments is also often fragmented. Staff training records, certifications, and authorization matrices are typically maintained separately from operational systems, making it difficult to enforce role-based access to specific tests or ensure that only qualified personnel perform regulated procedures. This can introduce compliance risks and reduce operational accountability.

Additionally, reporting and analytical capabilities are commonly limited to static, manually compiled reports that do not provide real-time insights into laboratory performance. The absence of integrated dashboards restricts visibility into key performance indicators such as turnaround time, sample rejection rates, instrument utilization, and workload distribution. This limits management's ability to make data-driven operational decisions.

Integration between laboratory instruments and enterprise systems is another critical gap in many environments. Instrument outputs are often manually transcribed into reporting systems, increasing the risk of human error and reducing efficiency. Similarly, disconnected communication between laboratory systems and enterprise platforms such as ERP systems results in duplication of data entry and lack of synchronization between operational, financial, and procurement processes.

Finally, the absence of advanced analytical and intelligent capabilities limits the laboratory's ability to leverage its own data for predictive insights, anomaly detection, and operational optimization. Emerging technologies such as artificial intelligence and machine learning are increasingly being adopted globally to enhance laboratory efficiency, yet many institutions still operate without these capabilities.

To resolve these challenges, the proposed LIMS is structured around eight functional capability domains, each representing a critical component of laboratory operations:

1. Sample & Test Lifecycle Management
This domain governs the complete journey of a sample from registration, labeling, tracking, test assignment, result entry, validation, approval, and final issuance of Certificates of Analysis (CoA), ensuring full traceability at every stage.

2. Quality Documentation & Control (DMS)
This module ensures secure management of laboratory documentation including SOPs, test methods, and quality records, with strict version control, approval workflows, and audit trails.

3. Laboratory Inventory & Reagents Control
This domain manages chemicals, reagents, consumables, and reference standards, ensuring accurate stock tracking, lot traceability, expiry monitoring, and supplier visibility.

4. Personnel Competency & Training Management
This module governs staff qualifications, training histories, certifications, and role-based authorization to ensure only competent personnel perform approved laboratory tests.

5. Laboratory Reporting & Analytics
This capability provides dashboards, operational reports, compliance reporting, and trend analysis to support laboratory performance monitoring and management oversight.

6. Instrument & Enterprise Integration Layer
This enables direct integration with laboratory instruments for automated data capture and connectivity with ERP systems, Active Directory, email systems, and external applications through secure APIs.

7. Laboratory Operations Enablement (Training & Change Management)
This ensures structured user onboarding, system adoption, configuration workshops, user acceptance testing support, and operational transition to the new system.

8. Intelligent Laboratory Layer (Generative AI Module)
This introduces an AI-driven capability that enables natural language querying of laboratory data, automated reporting, predictive analytics, and cross-domain insights across samples, inventory, documents, and instrument outputs.

3. OBJECTIVES

The implementation of the LIMS is intended to achieve a transformation of laboratory operations from manual and fragmented processes into a fully integrated, traceable, and intelligent digital environment.

The key objectives are:

- To fully digitize and automate laboratory sample lifecycle processes.
- To ensure complete traceability and auditability of laboratory activities.
- To improve accuracy, consistency, and reliability of test data.
- To enhance compliance with ISO 17025 and related quality standards.
- To streamline inventory and reagent management with real-time visibility.
- To strengthen personnel competency control and training governance.
- To improve laboratory reporting, analytics, and operational insights.
- To enable seamless integration with laboratory instruments and enterprise systems.
- To introduce AI-driven intelligence for enhanced laboratory decision-making and efficiency.

4. SCOPE OF WORK

The scope of the LIMS implementation is defined as a full laboratory digital transformation program covering functional, technical, integration, and operational enablement components.

4.1 Sample & Testing Operations Scope

- Sample registration and identification
- Chain of custody tracking
- Test assignment and workflow automation
- Result entry, validation, and approval
- Automated Certificate of Analysis (CoA) generation

4.2 Quality Management Scope

- SOP and test method document control
- Versioning and approval workflows
- Audit trail management
- Quality record retention and compliance tracking

4.3 Inventory & Laboratory Resources Scope

- Reagent and chemical tracking
- Consumables and reference standard management
- Lot tracking and expiry control
- Supplier management and usage monitoring

4.4 Human Capital & Training Scope

- Staff profiling and role assignment
- Competency mapping
- Training and certification tracking
- Authorization control for laboratory tests

4.5 Reporting & Analytical Scope

- Operational dashboards
- Compliance reporting
- Laboratory performance metrics
- Trend and statistical analysis

4.6 Integration & Connectivity Scope

- Laboratory instrument integration for real-time data capture
- ERP system integration for billing and procurement alignment
- Email and notification systems
- Active Directory authentication
- API-based integration with external systems

4.7 Change Management & Operational Transition Scope

- User training programs (analysts, supervisors, administrators)
- System configuration workshops
- UAT coordination and support
- Go-live transition planning and hyper-care support

4.8 Artificial Intelligence Scope

- Natural language query engine for laboratory data
- Predictive analytics for sample trends and inventory usage
- Automated reporting generation
- Cross-system intelligence across LIMS + ERP datasets
- Document-based AI insights (SOPs, test methods, quality records)

B. INFORMATIONAL MATERIALS

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

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

B.
INFORMATIONAL MATERIALS

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

0.3.1 Overview of the laws, regulations and formal norms which will shape the LIMS.

OVERVIEW OF LAWS, REGULATIONS AND FORMAL NORMS GOVERNING THE LIMS

The design, implementation, and operation of the Laboratory Information Management System (LIMS) for the National Public Health Institute (NPHI) will be governed by a combination of Kenyan laws, regulatory requirements, and international standards that ensure the integrity, confidentiality, traceability, and reliability of laboratory data and public health information.

1. NATIONAL LEGAL AND REGULATORY FRAMEWORK

a. The Public Health Act (Cap. 242)

- Provides the legal basis for public health services, disease surveillance, and health emergency response in Kenya
- Mandates the collection, analysis, and reporting of public health data
- Defines the role of public health laboratories in supporting disease detection and control
- The LIMS must support public health surveillance workflows, outbreak investigation data management, and reporting in line with this Act

b. Health Act, 2017

- Establishes standards for health service delivery and health information systems in Kenya
- Requires secure handling of health-related data and information
- The LIMS must ensure confidentiality, integrity, and accessibility of laboratory data in line with this Act

c. Data Protection Act, 2019

- Governs collection, processing, storage, and sharing of personal and health data
- Requires implementation of:
  - Data security safeguards
  - Role-based access controls and user authentication
  - Audit trails and data breach notification mechanisms
- The LIMS must ensure compliance with data privacy and protection principles for all patient and specimen data processed

d. Pharmacy and Poisons Act (Cap. 244)

- Provides the regulatory basis for medicines quality control and laboratory testing

- Mandates quality assurance testing of pharmaceutical and biological products
- The LIMS must support medicine quality testing workflows and regulatory reporting requirements where NPHI performs such functions

e. Standards Act and Kenya Bureau of Standards (KEBS) Guidelines

- Provides for standardization of laboratory products, processes, and systems
- Aligns laboratory operations with national and international quality standards

f. Public Procurement and Asset Disposal Act (PPADA), 2015

- Governs the acquisition of the LIMS system
- Requires transparency, accountability, and value for money in procurement and contract management

g. Public Finance Management Act (PFM Act), 2012

- Governs fiscal accountability for publicly funded systems including the LIMS
- Requires documented cost accountability and reporting for World Bank and Government of Kenya funded projects

2. INSTITUTIONAL AND REGULATORY FRAMEWORK

a. Ministry of Health, Kenya

- Provides policy oversight and strategic direction for NPHI
- Requires laboratory data reporting for public health surveillance, disease control programmes, and policy formulation
- The LIMS must support structured data exchange and reporting to the Ministry in standardized formats

b. National Public Health Institute (NPHI)

- NPHI is the primary institution responsible for public health laboratory services, disease surveillance, research, and health emergency preparedness in Kenya
- The LIMS must support all core NPHI laboratory functions across its constituent divisions including the Kenya Medical Research Institute (KEMRI)-affiliated laboratories, National Influenza Centre, and other specialized public health labs

c. Pharmacy and Poisons Board (PPB)

- Requires laboratory data for product registration, post-market surveillance, and regulatory enforcement
- The LIMS must support structured data exchange and reporting in line with PPB requirements

d. World Health Organization (WHO) Country Office

- NPHI operates as a WHO-designated institution for public health surveillance and emergency response
- The LIMS must support WHO-aligned data reporting including IHR (International Health Regulations) notification workflows and GOARN data sharing

e. Africa CDC

- NPHI collaborates with Africa CDC on continental surveillance and laboratory networks
- The LIMS must support data exchange with Africa CDC platforms and integrated disease surveillance systems

3. INTERNATIONAL STANDARDS AND GUIDELINES

a. ISO/IEC 17025 – General Requirements for the Competence of Testing and Calibration Laboratories

- Core standard for laboratory quality management systems
- Requires traceability of samples and results, document control, audit trails, method validation, and result integrity
- The LIMS must be compliant with and support ISO 17025 accreditation requirements for NPHI laboratories

b. WHO Laboratory Quality Management System (LQMS) Framework

- Provides a comprehensive framework for laboratory quality across 12 quality system essentials
- The LIMS must support the documentation, workflow, and data management requirements of the WHO LQMS

c. International Health Regulations (IHR) 2005

- Govern reporting of Public Health Events of International Concern (PHEIC) including laboratory-confirmed findings
- The LIMS must support timely generation and export of IHR-compliant reports for notifiable diseases

d. Integrated Disease Surveillance and Response (IDSR) Technical Guidelines

- WHO/Africa CDC framework for disease surveillance and response in Africa
- The LIMS must support IDSR-aligned case-based and aggregate surveillance data workflows

e. Good Laboratory Practices (GLP) Principles

- Ensure reliability, reproducibility, and traceability of laboratory data
- Require structured workflows, documentation, and accountability in all laboratory processes

f. Biosafety Standards – WHO Laboratory Biosafety Manual (4th Edition)

- Governs safe handling, storage, and disposal of infectious specimens
- The LIMS must support biosafety level tracking and specimen chain-of-custody management

Samples of existing standardized reports, data entry forms, data formats, and data coding schemes to be implemented by the LIMS.

SAMPLES OF STANDARDIZED REPORTS, FORMS, DATA FORMATS, AND CODING SCHEMES

The LIMS will be required to implement and support standardized documentation and data structures currently used or expected within NPHI and relevant regulatory and surveillance frameworks.

a) Standardized Reports

The system should generate configurable, standardized reports such as:

- Certificate of Analysis (CoA) and Invoice – including sample identification, test methods, results, specifications, and approval signatures
- Laboratory Test Reports – analytical procedures, results per test, pass/fail determinations, review and approval sections
- Public Health Surveillance Reports – disease-specific aggregate and case-based data for national and international reporting
- Outbreak Investigation Reports – specimen data, laboratory confirmation results, and epidemic curve data
- Sample Status Reports – real-time tracking of samples showing pending, in-progress, and completed statuses
- Quality Control and Proficiency Testing Reports – internal QC performance, external quality assurance (EQA) results
- Turnaround Time (TAT) Reports – sample receipt to result reporting performance metrics
- Workload and Productivity Reports – test volumes by department, analyst, and time period

Sample Certificate of Analysis format as below:

CERTIFICATE OF ANALYSIS
CERTIFICATE No.: NPHI/LIMS/2025/XXX

SPECIMEN: XXXXXXXX – Respiratory Pathogen Panel
SAMPLE ID: NPHI-2025-XXXX
DATE RECEIVED: 05 Jan 2025 **DATE ANALYZED:** 07 Jan 2025
SUBMITTING FACILITY: XXXXXXXXXX County Referral Hospital, Kenya
TESTS REQUESTED: Influenza A/B PCR, SARS-CoV-2 PCR, RSV PCR

RESULTS

TEST	METHOD	COMPENDIA	SPECIFICATION	DETERMINED	REMARKS

Microbial Contamination	Plate Count	WHO TRS 2023	TAMC: NMT 200 CFU/mL; TYMC: NMT 20 CFU/mL	TAMC < 10 CFU/mL	COMPLIES
Acidity/Alkalinity	pH	-	-	6.2	-
Identification	HPLC	BP 2023	RT corresponds to standard preparation	Super-imposable peaks confirmed	COMPLIES
Assay	HPLC	BP 2023	90.0–110.0%	98.4% (RSD=0.8%; n=9)	COMPLIES

CONCLUSION: Specimen tested; results reported as above.
ANALYST: XXXXXXXXXX DATE: 07 Jan 2025
APPROVED BY: DR. XXXXXXXXXX DATE: 07 Jan 2025

b) Data Entry Forms

The LIMS should digitize and standardize key laboratory forms, including:

- Specimen Submission Form – facility details, patient demographics (anonymized), specimen type, tests requested, clinical notes
- Specimen Registration Form – unique specimen ID, date and time received, storage conditions, biosafety level
- Test Worksheet / Analytical Data Sheet – raw data capture, instrument readings, calculations, observations
- Outbreak Specimen Request Form – linked to outbreak investigation reference number, priority testing flagging
- Result Review and Approval Form – analyst input, supervisor review, biosafety officer sign-off where required
- Non-Conformance / Out-of-Specification (OOS) Form – investigation details, corrective and preventive actions (CAPA)
- External Quality Assurance (EQA) Enrollment and Result Form

c) Data Formats

The LIMS must support standardized and interoperable data formats, including:

- Structured digital formats: tabular datasets, electronic records
- Export formats: PDF (reports and certificates), CSV/Excel (data analysis and sharing), XML/JSON (system integration)
- HL7 FHIR-compatible formats for interoperability with health information systems
- Time-stamped and version-controlled records
- Secure electronic signatures compliant with regulatory requirements

d) Data Coding Schemes

The system should implement consistent and standardized coding systems, including:

- Specimen Identification Codes – unique alphanumeric identifiers linked to year, laboratory section, and sequence number
- Test and Method Codes – standardized codes for diagnostic methods (e.g., PCR, culture, serology, HPLC, microscopy)
- Disease / Pathogen Codes – aligned with ICD-10, WHO, and IDSR notifiable disease classifications
- Facility Codes – standardized facility identifiers linked to KHIS (Kenya Health Information System) master facility list
- Status Codes – Received, In Progress, Under Review, Approved, Dispatched, Rejected
- Non-Conformance Codes – categorization of deviations, errors, and OOS results
- Biosafety Level Codes – BSL-1, BSL-2, BSL-3 specimen handling classification
- Alignment with international coding systems: SNOMED CT, LOINC (where applicable), WHO ICD classifications

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

0.4.1 Overview of existing information systems and information technologies which establish the technological context for the implementation of the LIMS.

EXISTING INFORMATION SYSTEMS AND TECHNOLOGIES

The implementation of the Laboratory Information Management System (LIMS) at the National Public Health Institute (NPHI) will take place within an existing technological environment composed of partially digitized systems, standalone tools, and laboratory instruments. This environment establishes the baseline for integration, modernization, and scalability.

1. EXISTING INFORMATION SYSTEMS

a) Laboratory Data Management Tools

- Predominantly manual and semi-electronic systems, including:
  - Paper-based registers, specimen logbooks, and test worksheets
  - Spreadsheet applications (Microsoft Excel) for sample tracking, results recording, and basic surveillance reporting
- Limited automation across the specimen lifecycle from receipt to result dispatch

Implication for LIMS: Need for full digitization and migration from manual and spreadsheet-based laboratory processes.

b) Disease Surveillance Systems

- Kenya Health Information System (KHIS/DHIS2): Used for aggregate disease surveillance reporting at national and county levels

- Electronic Integrated Disease Surveillance and Response (eIDSR): Used for case-based surveillance notifications
- Limited direct integration between laboratory results and surveillance platforms

Implication for LIMS: Requirement for interoperability with KHIS/DHIS2 and eIDSR for automated laboratory-confirmed case reporting.

c) Document and Records Management Systems

- Use of basic office tools such as Microsoft Word for laboratory reports
- Shared network drives for document storage
- Limited version control and audit trail capabilities

Implication for LIMS: Requirement for integrated document management with versioning, electronic approvals, and full audit trails.

d) Regulatory and External Systems

- Interaction with systems used by:
  - Pharmacy and Poisons Board (PPB) – product registration and regulatory databases
  - Ministry of Health reporting and performance management systems
  - WHO Global Outbreak Alert and Response Network (GOARN) reporting platform
  - Africa CDC Integrated Disease Surveillance (IDS) platform

Implication for LIMS: Need for interoperability and data exchange via APIs and structured exports.

e) Communication Systems

- Enterprise email platforms: Microsoft Outlook
- Communication of results and reports often done manually via email or telephone

Implication for LIMS: Integration for automated notifications, result dispatch alerts, and outbreak escalation communications.

2. LABORATORY INSTRUMENTS AND EQUIPMENT

- Diagnostic and analytical instruments including PCR platforms (e.g., ABI 7500, Bio-Rad CFX), biosafety cabinets, centrifuges, automated haematology and chemistry analysers, HPLC, mass spectrometers, and microbiology equipment
- Most instruments currently:
  - Operate as standalone systems
  - Generate electronic or printed outputs with limited central integration

Implication for LIMS: Potential for bi-directional instrument integration where feasible, and standardized data capture interfaces for automated result import.

3. ICT INFRASTRUCTURE

a) Current Hardware Environment

- Desktop computers and laptops for laboratory and administrative staff
- Local servers for shared document and data storage
- Printers and scanners for documentation

b) Network Infrastructure

- Local Area Network (LAN) within NPHI premises
- Internet connectivity for communication and external reporting
- Possible constraints in bandwidth or reliability in some laboratory areas

Implication for LIMS: System must support multi-user access over LAN and maintain reliable performance under existing network conditions.

c) Data Storage and Backup

- Decentralized storage on local drives and shared folders
- Backup procedures may be manual or inconsistently applied

Implication for LIMS: Requirement for centralized database, automated daily backups, and disaster recovery mechanisms with defined RTO/RPO.

4. SECURITY AND ACCESS CONTROL

- Basic user authentication through operating systems and shared systems
- Limited role-based access control in current tools

Implication for LIMS: Need for role-based access control (RBAC), secure authentication mechanisms (including MFA), and full audit trails for all data access and modifications.

5. GAPS AND LIMITATIONS IN CURRENT TECHNOLOGY ENVIRONMENT

- Fragmented systems with minimal integration between laboratory, surveillance, and reporting platforms
- Heavy reliance on manual processes leading to delays in result reporting and disease notification
- Limited real-time visibility of specimen processing status and laboratory workload
- Weak auditability and traceability of specimen chain-of-custody
- Inefficiencies in public health reporting and data sharing with national and international stakeholders
- Limited support for emergency and outbreak laboratory response workflows

6. TECHNOLOGICAL CONTEXT FOR LIMS IMPLEMENTATION

The existing environment indicates that the LIMS must:

- Integrate with: KHIS/DHIS2, eIDSR, WHO reporting platforms, and instrument systems (where feasible)
- Replace or enhance: Manual and spreadsheet-based laboratory processes across all

NPHI laboratory divisions
- Leverage existing ICT infrastructure while allowing for future scalability and multi-site deployment
- Support hybrid deployment options (on-premises and/or cloud, depending on Government of Kenya and NPHI data governance policy)
- Ensure high availability, biosafety-aware data management, security, and regulatory compliance

0.4.2 Overview of ongoing or planned information systems initiatives that will shape context for the implementation of the LIMS.

The National Public Health Institute is undertaking a broader institutional digital transformation agenda aimed at modernizing laboratory operations and strengthening data-driven public health decision-making.

Key ongoing and planned initiatives include:
- a. Digitization of laboratory operations using integrated systems, to transition from paper-based and fragmented systems to fully electronic platforms for specimen management, testing, surveillance reporting, and outbreak response.
- b. Implementation of an integrated institutional information system, of which the LIMS will be a core component, alongside the planned ERP system for administrative and financial management.
- c. Interoperability and data sharing, through development of mechanisms to enable secure data exchange and integration with external systems including KHIS/DHIS2, eIDSR, PPB, Ministry of Health, WHO, and Africa CDC platforms.
- d. General ICT infrastructure strengthening to support the LIMS deployment, including network upgrades, server provisioning, and cybersecurity improvements.
- e. Establishment of a National Reference Laboratory Network, with NPHI LIMS serving as the hub for consolidated laboratory data from networked public health laboratories across Kenya.

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

0.5.1 Overview of the Purchaser's existing training facilities available to support the implementation of the LIMS.

NPHI has the following training facilities and resources available to support LIMS implementation:
- A dedicated conference room and training hall with capacity for up to 50 participants, equipped with a projector, large display screen, and stable internet connectivity
- Computer workstations available in the ICT resource lab for hands-on system training sessions
- Video conferencing infrastructure (Microsoft Teams/Zoom) to support remote and hybrid

training sessions for staff in different laboratory divisions or field stations
- Existing trained ICT personnel to provide logistical support during training sessions

All training related to the LIMS is expected to be provided by the vendor. This includes user onboarding and induction, role-specific training for laboratory scientists, data managers, ICT staff, surveillance officers, and system administrators, data entry and specimen workflow training, access control and data protection training, instrument integration and troubleshooting training, and any other requirements necessary for full implementation and independent operation of the LIMS by NPHI.

The vendor shall develop and submit a comprehensive Training Plan as part of the implementation schedule. The Training Plan shall cover training objectives, methodology, schedule, materials, and post-training support arrangements, and shall be reviewed and approved by NPHI prior to execution.

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

0.6.1 Information of the sites at which the LIMS would be implemented.

The LIMS will be implemented within the premises of the National Public Health Institute (NPHI), Kenya. NPHI operates a network of specialized public health laboratories across its headquarters and associated divisions.

Primary Implementation Site

- NPHI Headquarters and Central Public Health Laboratories, Nairobi, Kenya
- All core laboratory divisions including Microbiology, Virology, Molecular Diagnostics, Immunology, Environmental Health, and Food Safety laboratories will be onboarded as primary LIMS users
- The server infrastructure will be hosted at NPHI Headquarters, Hospital Road, Nairobi

Additional Sites (Where Applicable)

- NPHI regional public health laboratories and sentinel surveillance sites, where applicable, will be connected to the LIMS for consolidated specimen tracking and surveillance reporting
- Remote access capability shall be provided for authorized laboratory personnel working from field stations, county referral hospitals, or emergency response deployments
- Networked referring facilities submitting specimens to NPHI may be granted limited access for specimen tracking and result retrieval

The vendor is free to conduct a site visit to NPHI Headquarters for a site survey to guide LIMS infrastructure planning, network architecture design, server room setup, laboratory workstation deployment, and instrument integration planning. Site visit requests shall be coordinated through the NPHI Procurement Office.The vendor shall document site survey findings and

incorporate them into the Implementation Plan, including proposed server infrastructure, network topology, workstation deployment strategy per laboratory section, and biosafety-compliant data access configurations.

PART 3 –

CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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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 Contract Agreement (including any amendments to these Documents).

(iii) **"Contract Agreement"** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the bidding documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

(iv) **"GCC"**means the General Conditions of Contract. (v) **"SCC"**means the Special Conditions of Contract.

(vi) **"Technical Requirements"** means the Technical Requirements in Section VII of the bidding documents.

(vii) **"Implementation Schedule"** means the Implementation Schedule in Section VII of the bidding documents.

(viii) **"Contract Price"** means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(ix) **"Procurement Regulations"** refers to the edition **specified in the SCC** of the World Bank "Procurement_Regulations for IPF Borrowers".

(x) **"bidding documents"** refers to the collection of documents issued by the Purchaser to instruct and

inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation as well as the contractual conditions governing the relationshipbetween the Purchase and the Supplier, The General and Special Conditions of Contract, The Technical Requirements, and all other documents included in the bidding documents reflect the Procurement Regulations that the Purchase is obligated to follow during procurement and Administration of this Contract.

(xi)"**Sexual Exploitation and Abuse""(SEA)"**means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(xii) **"Sexual Harassment""(SH)"**is defined as unwelcome sexual advances, requests for sexual favors, and
other verbal or physical conduct of a sexual nature by the Supplier's Personnel with other Supplier's, Subcontractors' or Purchaser's personnel.

(b) entities

(i) **"Purchaser"** means the entity purchasing the Information System, as **specified in the SCC.**

(ii) **"Purchaser's Personnel"**means all staff,

Labor and other employees of the Project Manager and of the Purchaser engaged in fulfilling the Purchaser's
obligations under the Contract; and any other personnel identified as Purchaser's Personnel, by a notice from the Purchaser to the Supplier;

(iii) **"Project Manager"** means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.

(iv) **"Supplier"** means the firm or Joint venture whose bid to **perform** the **Contract** has been accepted by the Purchaser and is named as such in the Contract Agreement.

(v) **"Supplier's Representative"** means any person **nominated** by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

(vi) **"Supplier's Personnel"** means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;

(vii) **"Subcontractor"** means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.

(viii) **"Adjudicator"** means the person named in Appendix 2 of the Contract Agreement, **appointed** by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

(ix) **"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 ,"means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

(ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

(iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

(iv) "Goods"means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

(v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make

operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support

(vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed Project Plan" is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(vii) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

(viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"operating systems, communications,systems 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 testsspecified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

(vi) "Operational Acceptance" means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

(e) place and time

(i) "Purchaser's Country" is the **country named in the SCC.**

(ii) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

(iii) **Unless otherwise specified in the SCC** "Project Site(s)" means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

(iv) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.

(v) "Day"means calendar day of the Gregorian Calendar.

(vi) "Week"means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.

(vii) "Month"means calendar month of the Gregorian Calendar.

(viii) "Year"means twelve (12) consecutive Months.

(ix) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

(x) "Contract Period" is the time period during Contract governs the relations and obligations the Purchaser and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

(xi) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).

(xii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

(xiii) The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of these bidding documents (English)**,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The

originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and 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 Incoterms

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Entire 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

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

3.10 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, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in theSCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country **specified in the SCC**.

5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6. Fraud and Corruption

6.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix 1 to the GCC.

6.2 The Purchaser requires the Suppliers to disclose any or fees that may have been paid or are to be paid to Agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must the name and address of the agent or other the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7. **Scope of the System** 7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision technologies, Materials and other Goods as well as the Performance

of all services required for the design, development, and

(including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning,

Installation Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan

7.2 The Supplier shall, unless specificd 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 were expressly mentioned in the Contract.

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7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC,** including the relevant terms, characteristics, and timings.

8. Time for Commencement and Operational Acceptance

8.1 The Supplier shall commence work on the System within the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall ensure that its Subcontractors carryout the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of the Contract at the Project Site/s in the Purchaser's country where the Contract is executed.

If **required in the SCC**, the Supplier shall submit to the Purchaser for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

(i) the procedures to establish and maintain a safe working environment;

(ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Purchaser's Requirements.

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System

provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's 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 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).

9.7 Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause

its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

9.8 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC.**

9.9 **Code of Conduct**

The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the Contract at the Project Site/s.

The Supplier shall take all necessary measures to ensure that each such personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by such personnel, and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

The Supplier's Management Strategy and Implementation Plans, if applicable, shall include appropriate processes for the Supplier to verify compliance with these obligations.

9.10 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.

9.11 The Supplier, including its Subcontractors, shall comply with all

applicable safety obligations. The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of Contract at the Project Site/s.

9.12 Training of Supplier's Personnel

The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the Contract, including appropriate sensitization on prohibition of SEA, health and safety.

As stated in the Purchaser's Requirements or as instructed by the Project Manager, the Supplier shall also allow appropriate opportunities for the relevant personnel to be trained on any applicable environmental and social aspects of the Contract by the Purchaser's Personnel and/or other personnel assigned by the Purchaser.

The Supplier shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Supplier's Personnel.

9.13 Stakeholder engagements

The Supplier shall provide relevant contract- related information, as the Purchaser and/or Project Managermay reasonably request to conduct contract stakeholder engagement. "Stakeholder" refers to individuals or groups who:

(a) are affected or likely to be affected by the Contract; and

(b) may have an interest in the Contract.

The Supplier may also directly participate in contract stakeholder engagements, as the Purchaser and/or Project Manager may reasonably request.

9.14 Forced Labor

The Supplier, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of

payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.15 Child Labor

The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Supplier with the Project Manager's consent. The Supplier shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation

(including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Supplier shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Clause 9.15).

9.17 Personnel Grievance Mechanism

The Supplier shall have a grievance mechanism for personnel employed in the execution of the Contract to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such personnel.

9.18 Security of the Project Site

If stated in the SCC, the Supplier shall be responsible for the security at the Project Site/s including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

In making security arrangements, the Supplier shall be guided by applicable laws and any other requirements that may be stated in the Purchaser's Requirements.

The Supplier shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or `permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

10.3 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the Supplier's Personnel, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility

of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.

10.12 **Unless otherwise specified in the SCC** the Purchaser shall have no other Purchaser responsibilities.

C. PAYMENT

11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 Unless an adjustment clause is **provided for in the SCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

11.3 The Supplier shall be deemed to have satisfied itself as to the

correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

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

12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).

12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC.**

12.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

13. Securities

13.1 Issuance of 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 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment

Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the bidding documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance 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 a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to the Purchaser.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC,** on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties

14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed

outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Purchaser's Country (also called"Tax"in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. INTELLECTUAL PROPERTY

15. Copyright

15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance

with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**

15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16. Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

(i) nonexclusive;

(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);

(iii) **unless otherwise specified in the SCC** valid throughout the territory of the Purchaser's Country;

(iv) **unless otherwise specified in the SCC**subject to NO

additional restrictions.

(b) permit the Software to be:

(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;

(ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;

(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

(iv) reproduced for safekeeping or backup purposes;

(v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;

(vi) **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

(vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and

location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Purchaser and the Supplier, Purchaser will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17. Confidential Information

17.1 **Unless otherwise specified in the SCC,** the "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

(a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

(b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,

in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received

from the Purchaser for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

(a) now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;

(d) is being provided to the Bank.

17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

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

18. Representatives

18.1 Project 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. **Unless otherwise specified in the SCC**

(if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

18.2 Supplier's 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 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation

shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Removal of Supplier's Personnel

18.3.1 The Project Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;

(f) has been recruited from the Purchaser's Personnel;

(g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

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 suitable replacement with equivalent skills and experience.

19. Project Plan

19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the

activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.

19.2 **Unless otherwise specified in the SCC**, within ***thirty (30)*** days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser shall, within ***fourteen (14)*** days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within ***five (5)*** days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within ***five (5)*** days of resubmission of the Project Plan, notify the Supplier of any
remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non- conformities. When the Project Plan is free from non- conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Purchaser and the Supplier.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser Monthly Progress Reports summarizing:

(i) results accomplished during the prior period;

(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;

(iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

(iv) other issues and outstanding problems; proposed actions to be taken;

(v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;

(vi) status of compliance to environmental and social requirements, as applicable;

(vii) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Purchaser other (periodic) reports as specified in the SCC.

19.7 Immediate Reporting requirement

The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub-Clause.

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. Submision by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. 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, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

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. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Controlling Technical Documents by the Project Manager

21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its

review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as

the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

22.1 Subject to related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 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 cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

(b) usual transportation documents;

(c) insurance certificate;

(d) certificate(s) of origin; and

(e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

(b) delivery note, railway receipt, or truck receipt;

(c) certificate of insurance;

(d) certificate(s) of origin; and

(e) estimated time of arrival at the site.

22.6 Customs Clearance

(a) The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the

Price Schedules referred to by Article 2 of the Contract Agreement.

(b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:

(i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;

(ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.

23.4 **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than

twelve (12) months after they are released in the country of origin of the Software.

23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24. Implementation, Installation, and Other Services

24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

25. Inspections and Tests

25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract

requirements free of cost to the Purchaser.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate

is issued.

26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

27. Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

(b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

(c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance 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 major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational 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 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 so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance

of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in

design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 **Unless otherwise specified in the SCC,** the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the System by the Purchaser;

(b) normal wear and tear;

(c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or

(d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

(a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

(b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or

any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability

Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Purchaser may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

30. Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31. Intellectual Property Rights Warranty

31.1 The Supplier hereby represents and warrants that:

(a) the System as supplied, installed, tested, and accepted; (b) use of the System in accordance with the Contract; and (c) copying of the Software and Materials provided to the

Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32. Intellectual Property Rights Indemnity

32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and

(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

(a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;

(b) is a direct result of a design mandated by the Purchaser's

Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or

(c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or

materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;

(b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

33. Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34. Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), 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 Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

(b) any use not in accordance with the Contract, by the

Purchaser or any third party;

(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost,
destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36. Loss of or Damage to Property; Accident or Injury To Workers; Indemnification

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against

the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser

for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37. Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During 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 affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38. Force Majeure

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

(f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but

without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,

if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

39.1 Introducing a 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 Contractual Forms Section in the bidding documents.

39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from 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 a
"Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first

approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Purchaser shall do one of the following:

(a) accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

(b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

(c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders,

nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

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

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

39.3 Changes Originating from Supplier

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. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the

performance of the Contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing Contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Purchaser; or

(c) improves the quality, efficiency, safety or sustainability of the systems; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above,

the amount to be paid to the Supplier shall be the full increase in the Contract Price.

40. Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

(a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);

(b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);

(c) default of the Purchaser; or

(d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41. Termination

41.1 Termination for Purchaser's Convenience

41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;

(c) remove all Supplier's Equipment from the site, repatriate the Supplier's 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 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 therefore to the Supplier, referring to this GCC Clause 41.2:

(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

(c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

(a) has abandoned or repudiated the Contract;

(b) has without valid reason failed to commence work on the System promptly;

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

(d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within thirty (30) 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 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.

I. SETTLEMENT OF DISPUTES

43. Settlement of Disputes

43.1 Adjudication

43.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the

provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

(a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or

(b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or

(c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

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

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

(a) the parties shall continue to perform their respective

obligations under the Contract unless they otherwise agree;

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

APPENDIX 1

Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, 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 party;

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

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

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

v. "obstructive practice" is:

(a) 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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

_____

Title of the person signing on behalf of the Subcontractor _____

_____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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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

Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: **World Bank's"Procurement Regulations for IPF Borrowers" July 2016 ("Procurement Regulations"),**
GCC 1.1 (b) (i)	The Purchaser is: **STATE DEPARTMENT FOR MEDICAL SERVICES**
GCC 1.1 (b) (ii)	The Project Manager is: **Dr. PETER CHERUTICH, PROJECT COORDINATOR**
GCC 1.1 (e) (i)	The Purchaser's Country is: **KENYA**
GCC 1.1 (e) (x)	There are no Special Conditions associated with GCC 1.1 (e) (x).
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is ***3(three) years*** starting with the completion of the Warranty Period.

Notices (GCC Clause 4)

GCC 4.3	*Address of the Project Manager:* **P.O.BOX 30016-00100 NAIROBI, pcheru2013@gmail.com** *Fallback address of the Purchaser* **P.O.BOX 30016-00100 NAIROBI, pcheru2013@gmail.com**

B. SUBJECT MATTER OF CONTRACT

Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid:**None** The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for ***Three (3)*** years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Bid. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts.

Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System **effective date of Contract signing**

Supplier's Responsibilities (GCC Clause 9)

GCC 9.1	Health and safety manual is **required.**
GCC 9.8	The following sustainable procurement contractual provisions, apply: **The Purchaser shall treat information relating to the examination, clarification, and evaluation of applications of bids in such a way as to avoid disclosure of their contents to any other.**
GCC 9.18	The Supplier ***is required*** to make security arrangements for the Project Site/s.

C. PAYMENT

Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows***:*** **NONE**

Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement. **PAYMENT SHALL BE MADE AFTER SYSTEM HANDOVER AND COMMISSIONING**

GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: **None**
GCC 12.4	The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and ***[Kenya shillings]*** for payment purposes - in case the two currencies are different - will be made as of the actual payment date using thr exchange rate found in: **None**

Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in **KES** for an amount equal to **Ten percent (10%)** the Contract price shall be required The Performance Security shall be in a form of a: **Bank Guarantee**
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to **One percent (1%)** of the Contract Price, excluding any Recurrent Costs.

D. INTELLECTUAL PROPERTY

Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of Contract applicable to GCC Clause 15.3***
GCC 15.4	***There are no Special Conditions of Contract applicable to GCC Clause 15.4***

GCC 15.5	***There are no Special Conditions of Contract applicable to GCC Clause 15.5***

Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)***
GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)***
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)***
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2***

Confidential Information (GCC Clause 17)

GCC 17.1	***There are no Special Conditions of Contract applicable to GCC Clause 17.1***

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

Representatives (GCC Clause 18)

GCC 18.1	***There are no Special Conditions of Contract applicable to GCC Clause 18***
GCC 18.2.2	***There are no Special Conditions of Contract applicable to GCC Clause 18.2.2***

Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:** ***(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);*** ***(b) Implementation Sub-Plan;*** ***(c) Training Sub-Plan;***

	(d) Testing and Quality Assurance Sub-Plan; ***(e) Warranty Defect Repair and Technical Support Service Sub-Plan*** ***Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, [insert: cross references].***
GCC 19.6	***The Supplier shall submit to the Purchaser:*** ***(i) monthly inspection and quality assurance reports*** ***(ii) monthly training participants test results*** ***(iii) monthly log of service calls and problem resolutions***

Design and Engineering (GCC Clause 21)

GCC 21.3.1	***There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.***

Product Upgrades (GCC Clause 23)

GCC 23.4	***There are no Special Conditions of Contract applicable to GCC Clause 23.4.***

Inspections and Tests (GCC Clause 25)

GCC 25	***There are no Special Conditions of Contract applicable to GCC Clause 25.***

Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	***There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.***

F. GUARANTEES AND LIABILITIES

Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	***There are no Special Conditions of Contract applicable to GCC Clause 28.2.***
GCC 28.3	***There are no Special Conditions of Contract applicable to GCC Clause 28.3.***

Defect Liability (GCC Clause 29)

GCC 29.1	***There are no Special Conditions of Contract applicable to GCC Clause 29.1.***

GCC 29.4	***There are no Special Conditions of Contract applicable to GCC Clause 29.4.***
GCC 29.10	***There are no Special Conditions of Contract applicable to GCC Clause 29.10***

Functional Guarantees (GCC Clause 30)

GCC 30	***There are no Special Conditions of Contract applicable to GCC Clause 30.***

G. RISK DISTRIBUTION

Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of: ***[insert: monetary value]*** with deductible limits of no more than ***[insert: monetary value].*** The insured Parties shall be ***[list insured parties].*** The Insurance shall cover the period from ***[insert: beginning date, relative to the Effective Date of the Contract]*** until ***[insert: expiration date, relative to the Effective Date of the Contract or its completion].***

GCC 37.1 (e)	***There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).*** ***[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Purchaser's legal department.*** *For example:* *The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert:* ***the Purchaser's Country*** *]. Specifically: [insert****:*** ***requirements*** *]. The Insurance shall cover the period from [insert:* ***beginning date, relative to the Effective Date of the Contract*** *] until [insert:* ***expiration date, relative to the Effective Date of the Contract or its completion*** *].* *The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of* ***[insert: the Purchaser's Country].*** *Specifically:* ***[insert: requirements].*** *The Insurance shall cover the period from* ***[insert: beginning date, relative to the Effective Date of the Contract]*** *until* ***[insert: expiration date, relative to the Effective Date of Contract or its completion].]***

H. CHANGE IN CONTRACT ELEMENTS

Changes to the System (GCC Clause 39)

GCC 39.4	**Value Engineering** The Purchaser ***will not*** consider a Value Engineering Proposal.

I. SETTLEMENT OF DISPUTES

Settlement of Disputes (GCC Clause 43)

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

SECTION X - CONTRACT FORMS

Notes to the Purchaser on preparing the Contract Forms

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

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

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

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

Notes to Bidders on working with the Sample Contractual Forms

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

- Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect– if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.
- Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this section of these bidding documents and in the amount specified in accordance with the SCC.
- Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder

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

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

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NOTIFICATION OF INTENTION TO AWARD

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

Purchaser: *[insert **the name of the Purchaser**]*
Project: *[insert **name of project**]*
Contract title: *[insert the **name of the contract**]*
Country: *[insert **country where RFB is issued**]*
Loan No. /Credit No. / Grant No.: *[insert **reference number for loan/credit/grant**]*
RFB No: *[insert RFB **reference number from Procurement Plan**]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]

Contract price:	[*insert contract price of the successful Bidder*]
Total combined score:	[*insert the total combined score of the successful Bidder*]

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score(if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Bid price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Bid price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Bid price*]	[*insert evaluated cost*]	[*insert combined score*]

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS; State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number or state "not applicable"*]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number or state "not applicable"*]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information see the"Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance"How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.

3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

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

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Title/position: [*insert* ***title/position***]

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

Email address: [*insert* ***email address***]

Telephone number: [insert ***telephone number****]*

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

[include full name (last, middle, first), nationality, country of residence]			

OR

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

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

OR

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

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

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

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

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

Signature of the person named above: _____

Date signed *[insert* ***ordinal number****]* day of *[insert* ***month****], [insert* ***year****]*

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

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

LETTER OF ACCEPTANCE

Purchaser: *[insert **the name of the Purchaser**]*
Project: *[insert **name of project**]*
Contract title: *[insert the **name of the contract**]*
Country: *[insert **country where RFB is issued**]*
Loan No. /Credit No. / Grant No.: *[insert **reference number for loan/credit/grant**]*
RFB No: *[insert RFB **reference number from Procurement Plan**]*

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

To: *[insert **Name of Bidder**]*

This is to notify you that your Bid dated *[insert **Date**]* for execution of the *[insert **brief description of the Information System**]* for the Contract Price in the aggregate of *[insert **amount in figures]*** (*[insert **amount in words**]*), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: *[insert **Name and Title**]*
Name of Agency: *[insert **Purchaser Name**]*

Attachment: Contract Agreement

1. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made
the ***[insert: ordinal number]*** day of ***[insert: month], [insert: year].***

BETWEEN

(1) ***[insert: Name of Purchaser],*** a ***[insert: description of type of legal entity, for example, an agency of the Ministry of . . .]*** of the Government of ***[insert: country of Purchaser],*** or corporation incorporated under the laws of ***[insert: country of Purchaser]*** and having its principal place of business at ***[insert: address of Purchaser]*** (hereinafter called "the Purchaser"), and

(2) ***[insert: name of Supplier],*** a corporation incorporated under the laws of ***[insert: country of Supplier]*** and having its principal place of business at ***[insert: address of Supplier]*** (hereinafter called "the Supplier").

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System ***[insert: brief description of the Information System]*** ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

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

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

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

1.2 Order of Precedence (Reference GCC Clause 2)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

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

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: ***[insert: amount of foreign currency A in words], [insert: amount in figures],*** plus ***[insert: amount of foreign currency B in words], [insert: amount in figures],*** plus ***[insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures],*** as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3. Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))
The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article4. Appendixes

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

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. Supplier's Representative
Appendix 2. Adjudicator *[if there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Price Schedules (if any)

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of ***[insert: title or other appropriate designation]***

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of ***[insert: title or other appropriate designation]***

in the presence of

CONTRACT AGREEMENT

dated the ***[insert: number]*** day of ***[insert: month], [insert: year]***

BETWEEN

[insert: name of Purchaser], "the Purchaser"and

[insert: name of Supplier], "the Supplier"

Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: ***[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]***

Title: ***[if appropriate, insert: title]***

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: ***[as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

Fallback address of the Supplier: ***[as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: ***[insert: name]***
Title: ***[insert: title]***
Address: ***[insert: postal address]***
Telephone: ***[insert: telephone]***

In accordance with GCC Clause 43.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: ***[insert: hourly fees]***
Reimbursable Expenses: ***[list: reimbursables]***

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

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

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

Item	Approved Subcontractors	Place of Registration

Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software and to one of the two categories: (i) Proprietary or (ii) Open Source.

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Appendix 5. Custom Materials

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

Custom Materials
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 30.3 and 38.2.

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

2.1 Performance Security Form (Bank Guarantee)

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

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

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

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

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)**[13] **in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified therein.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)**[13] **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,[14] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

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[13] *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.*

[14] *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.*

_____
[Signature(s)]

*[**Note**: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

2.2 Advance Payment Security Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: ***[insert date of issue]***

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

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**]* (hereinafter called "the Applicant").
Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ***[insert: amount in numbers and words, for each currency of the advance payment]*** is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert **amount in figures**]* *([insert **amount in words**])*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert **number**]* at *[insert **name and address of Applicant's bank**]*.

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert **day**]* day of *[insert **month**]*, *[insert **year**]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

*[**Note**: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

3. INSTALLATION AND ACCEPTANCE CERTIFICATES

3. Installation and Acceptance Certificates

3.1 Installation Certificate

Date: ***[insert: date]***
Loan/Credit Number: ***[insert: loan or credit number from RFB]***
RFB: ***[insert: title and number of RFB]***
Contract: ***[insert: name and number of Contract]***

To: ***[insert: name and address of Supplier]***
Dear Sir or Madam:
Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the ***[insert: name of Purchaser]*** (hereinafter the "Purchaser") dated ***[insert: date of Contract],*** relating to the ***[insert: brief description of the Information System],*** we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: ***[insert: description]***
2. Date of Installation: ***[insert: date]***

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:
in the capacity of: ***[state: "Project Manager" or specify a higher level authority in the Purchaser's organization]***

3.2 Operational Acceptance Certificate

Date: ***[insert: date]***
Loan/Credit Number: ***[insert: loan or credit number from RFB]***
RFB: ***[insert: title and number of RFB]***
Contract: ***[insert: name of System or Subsystem and number of Contract]***

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the ***[insert: name of Purchaser]*** (hereinafter the "Purchaser") dated ***[insert: date of Contract],*** relating to the ***[insert: brief description of the Information System],*** we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): ***[insert: description]***
2. Date of Operational Acceptance: ***[insert: date]***

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:_____
Date: *[insert: **date**]*
in the capacity of: ***[state: "Project Manager" or specify a higher level authority in the Purchaser's organization]***

4. CHANGE ORDER PROCEDURES AND FORMS

Date: ***[insert: date]***
Loan/Credit Number: ***[insert: loan or credit number from RFB]***
RFB: ***[insert: title and number of RFB]***
Contract: ***[insert: name or System or Subsystem and number of Contract]***

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

(1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.

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

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

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

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

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

Annexes

4.1 Request for Change Proposal Form
4.2 Change Estimate Proposal Form
4.3 Estimate Acceptance Form
4.4 Change Proposal Form
4.5 Change Order Form
4.6 Application for Change Proposal Form

4.1 Request for Change Proposal Form

(Purchaser's Letterhead)

Date: ***[insert: date]***
Loan/Credit Number: ***[insert: loan or credit number from RFB]***
RFB: ***[insert: title and number of RFB]***
Contract: ***[insert: name of System or Subsystem or number of Contract]***

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

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within ***[insert: number]*** days of the date of this letter.

1. Title of Change: ***[insert: title]***
2. Request for Change No./Rev.: ***[insert: number]***
3. Originator of Change: ***[select Purchaser / Supplier (by Application for Change Proposal), and add: name of originator]***
4. Brief Description of Change: ***[insert: description]***
5. System (or Subsystem or major component affected by requested Change): ***[insert: description]***
6. Technical documents and/or drawings for the request of Change:
   Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: ***[insert: description]***
8. Procedures to be followed:
   (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
   (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
   (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
   (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
   (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: ***[state: "Project Manager" or specify a higher level authority in the Purchaser's organization]***

4.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: ***[insert: date]***
Loan/Credit Number: ***[insert: loan or credit number from RFB]***
RFB: ***[insert: title and number of RFB]***
Contract: ***[insert: name of System or Subsystem and number of Contract]***

To: ***[insert: name of Purchaser and address]***
Attention: ***[insert: name and title]***

Dear Sir or Madam:
With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: ***[insert: title]***
2. Request for Change No./Rev.: ***[insert: number]***
3. Brief Description of Change (including proposed implementation approach): ***[insert: description]***
4. Schedule Impact of Change (initial estimate): ***[insert: description]***
5. Initial Cost Estimate for Implementing the Change: *[insert:* ***initial cost estimate****]*
6. Cost for Preparation of Change Proposal: ***[insert: cost in the currencies of the Contract],*** as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:
in the capacity of: ***[state: "Supplier's Representative" or specify a other higher level authority in the Supplier's organization]***

4.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: ***[insert: date]***
Loan/Credit Number: ***[insert: loan or credit number from RFB]***
RFB: ***[insert: title and number of RFB]***
Contract: ***[insert: name of System or Subsystem and number of Contract]***

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

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

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: ***[insert: title]***
2. Request for Change No./Rev.: ***[insert: request number / revision]***
3. Change Estimate Proposal No./Rev.: ***[insert: proposal number / revision]***
4. Estimate Acceptance No./Rev.: ***[insert: estimate number / revision]***
5. Brief Description of Change: ***[insert: description]***
6. Other Terms and Conditions: ***[insert: 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 specify a higher level authority in the Purchaser's organization]***

4.4 Change Proposal Form

(Supplier's Letterhead)

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

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

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

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

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

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

Dear Sir or Madam:

In response to your Request for Change Proposal No. ***[insert: number],*** we hereby submit our proposal as follows:

1. Title of Change: ***[insert: name]***
2. Change Proposal No./Rev.: ***[insert: proposal number/revision]***
3. Originator of Change: ***[select: Purchaser / Supplier; and add: name]***
4. Brief Description of Change: ***[insert: description]***
5. Reasons for Change: ***[insert: reason]***
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: ***[insert: description]***
7. Technical documents and/or drawings for the requested Change:

   Document or Drawing No. Description
8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: ***[insert: amount in currencies of Contract],*** as detailed below in the breakdown of prices, rates, and quantities.

   Total lump sum cost of the Change:

   Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: ***[insert: amount in days / weeks]***
10. Effect on the Functional Guarantees: ***[insert: description]***

11. Effect on the other terms and conditions of the Contract: ***[insert: description]***

12. Validity of this Proposal: for a period of ***[insert: number]*** days after receipt of this Proposal by the Purchaser

13. Procedures to be followed:

    (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within ***[insert: number]*** days from your receipt of this Proposal.

    (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: ***[state: "Supplier's Representative" or specify a other higher level authority in the Supplier's organization]***

4.5 Change Order Form

(Purchaser's Letterhead)

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

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

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

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

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

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

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. ***[insert: number]***, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: ***[insert: name]***
2. Request for Change No./Rev.: ***[insert: request number / revision]***
3. Change Order No./Rev.: ***[insert: order number / revision]***
4. Originator of Change: ***[select: Purchaser / Supplier; and add: name]***
5. Authorized Price for the Change:

   Ref. No.: ***[insert: number]*** Date: ***[insert: date]***

   [insert: amount in foreign currency A] plus ***[insert: amount in foreign currency B]*** plus ***[insert: amount in foreign currency C]*** plus ***[insert: amount in local currency]***
6. Adjustment of Time for Achieving Operational Acceptance: ***[insert: amount and description of adjustment]***
7. Other effects, if any: ***[state:"none"or insert description]***

For and on behalf of the Purchaser

Signed: _____

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

in the capacity of: ***[state "Supplier's Representative" or specify a higher level authority in the Supplier's organization]***

4.6 Application for Change Proposal Form

(Supplier's Letterhead)

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

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

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

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

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

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

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: ***[insert: name]***
2. Application for Change Proposal No./Rev.: ***[insert: number / revision]*** dated: ***[insert: date]***
3. Brief Description of Change: ***[insert: description]***
4. Reasons for Change: ***[insert: description]***
5. Order of Magnitude Estimation: ***[insert: amount in currencies of the Contract]***
6. Schedule Impact of Change: ***[insert: description]***
7. Effect on Functional Guarantees, if any: ***[insert: description]***
8. Appendix: ***[insert: titles (if any); otherwise state "none"]*** For

and on behalf of the Supplier

Signed:

Date:

in the capacity of: ***[state: "Supplier's Representative" or specify a higher level authority in the Supplier's organization]***