

BIDDING DOCUMENTS

**“ICT Education Capability Building
in Colombia”
Project**

Single-Stage Two-Envelope Bidding

**Ministry of Education
Republic of Colombia**

October 30, 2012

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INVITATION FOR BIDS (IFB)

Invitation for Bids (IFB)

Republic of Colombia

“ICT Education Capability Building in Colombia” Project

EDCF Loan No.: Col-1

1. This Invitation for Bids follows the Procurement Procedure for this Project that appeared in the Loan Agreement, issue No. COL-01 of 6 August 2010.
2. The Government of the Republic of Colombia has received a loan from the Export-Import Bank of Korea from the resources of the Economic Development Cooperation Fund of the Republic of Korea in the amount of thirty million US dollars (US\$30,000,000) toward the cost of the ICT Education Capability Building in Colombia, and intends to apply a portion of the proceeds of this loan to payments under the Contract for the ICT Education Capability Building in Colombia Project.
3. The Ministry of Education is the Project Executing Agency (PEA) and invites sealed bids from eligible bidders for supply, transportation, delivery, installation, development, training, maintenance, testing and operation of the ICT infrastructure, e-Portal development (Colombiaaprende) and enhancement, content development & standardization, teacher training and project Implementation Service for the creation of a National Innovation Center and five Regional Innovation Centers and their implementation in Colombia on a Turnkey basis. (hereinafter, “Integrated System” or “IS”).
4. Bidding will be conducted through Competitive Bidding (CB) among Korean companies in accordance with procedures specified in the Guidelines for Procurement under the EDCF Loans, and is open to eligible bidders from Korea that meet the following minimum qualification criteria: (i) Bidders shall be incorporated under the laws of the Republic of Korea; and (ii) Bidders shall meet the qualification requirements set forth in BDS 6.1 (a).
5. Interested eligible Bidders may obtain further information from the Ministry of Education of Colombia, and look into the Bidding Documents at the address given below from 08:00~17:00 hours, Monday to Friday. A complete set of Bidding Documents in English may be obtained by interested bidders on the submission of a written application to the address below and on a website designated below. A complete set of Bidding Documents can be either picked up at the address given below from 08:00~17:00 hours, Monday to Friday or sent by mail and/or electronically upon request from prospective bidders.
6. Bids must be delivered to the address below at or before 5:00 p.m. on December 3rd, 2012. All bids must be accompanied by a bid security of the bid in the sum of 550,000 USD or an equivalent amount in a freely convertible currency. Late bids shall be rejected. Bidders’ representatives may attend during Bids Opening at the address below at 6:00 p.m. on December 3rd, 2012.

The Spanish translation of documents related to the bid shall be submitted to the Purchaser within 7 calendar days after the deadline for submission of bids.

7. A single-stage two-envelope bidding process will be applied in order to expedite the bidding process, given sufficient technical requirements specification, which will proceed as follows:

The Technical Proposal shall, without any reference to prices, include a Bidder's complete response to all technical requirements set forth in the BDS and/or adding any alternative technical solutions a Bidder wishes to offer, and a justification thereof, always provided that such deviations or alternative solutions do not change the essential requirements specified the BDS.

The Price Proposal shall include the commercial parts such as bid price, price schedules, etc., as detailed in the BDS.
8. The attention of prospective Bidders is drawn to the fact: (i) that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder; and (ii) that violations of regulations are considered fraud, which is, among other remedies, punishable by potential blacklisting from participation in future EDCF- financed procurements.
9. CITIZENSHIP SUPERVISION: According to article 270 of the Colombian Constitution and article 1 of Bill 850/2003, The Ministry of Education call over the citizenships organizations to participate in the execution of this bidding process, in order to guarantee the transparency, economy and responsibility principles that rules the administrative management.
10. The address referred to above is stated below.

Name: Maria Fernanda Campo Saavedra
Title: Minister of Education
Organization: Ministry of Education
Street Address: Calle 43 No. 57-14, Bogota
City/State/Zip: Bogota, Cundinamarca, 571
Phone: 57 1 22 22 800 Ext. 1709
Fax: 57 1 222 4953

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

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Instructions to Bidders

A. GENERAL

- 1. Scope of Bid and Bidding Process**
 - 1.1 The Purchaser named in the BDS and the SCC for GCC Clause 1.1(b)(i), or its duly authorized Purchasing Agent, if so specified in the BDS (interchangeably referred to as “the Purchaser” in these Bidding Documents), invites bids for the Supply and Installation of the Integrated System (IS), as briefly described in the BDS and specified in greater detail in these Bidding Documents.
 - 1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract (s) are provided in the BDS.
 - 1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, email, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.
 - 1.4 If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent specified in, or referred to by, the BDS.
 - 2. Source of Funds**
 - 2.1 The ICT Education Capability Building project will be financed with the proceeds of the loan in the amount of thirty million US dollars (US\$30,000,000) granted to the Republic of Colombia by the Export-Import Bank of Korea, from resources of the Economic Development Cooperation Fund (hereinafter called “EDCF”) of the Republic of Korea along with the portions of the Loan, the Republic of Colombia.
 - 2.2 Payments by the Export-Import Bank of Korea will be made only at the request of the Purchaser and upon approval by the Export-Import Bank of Korea in accordance with the terms and conditions of the financing agreement between the Borrower and the Export-Import Bank of Korea (hereinafter called “the Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Export-Import Bank of Korea, is prohibited by decision of the Export-Import Bank of Korea. No party other than the Borrower shall derive any rights from the Loan Agreement or have any payment request to the funds.
 - 3. Fraud and**
 - 3.1 It is the Bank’s policy to require that Purchasers (including beneficiaries of Bank loans), as well as Bidders Suppliers,
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Corruption

Contractors, and Consultants under Bank-financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”¹ 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”² 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
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 3.1 (e) below.

¹ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

² A “party” refers to a participant in the procurement process or Contract execution.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive practices in competing for the Contract in question;
- (c) will cancel the portion of the loan allocated to a Contract if it determines at any time that representatives of the Purchaser or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that Contract, without the Purchaser having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed Contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in Contracts financed by a Bank loan, requiring bidders, suppliers, and Contractors and their sub-Contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and Contract performance and to have them audited by auditors appointed by the Bank.

3.2 Bidders (including all parties/partners and the Representative in case of JVA) shall submit the original signed form (with certificate of corporate seal registration) of the “Anti-Corruption and Anti-Malpractice Declaration” as attached in 3.6 of section VII (sample forms) to the Bank by mail or in person and submit a copy of the original signed form to the Purchaser along with the Bid upon the submission of the Bid.

Bidders who fail to submit the original signed form to the Bank and to include the copy of it in the Bid, as set forth above, shall not be substantially responsive subject to ITB 26 Clause 26.

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

4. Eligible

4.1 A Bidder may be a natural person, private entity, government-

Bidders

owned entity (subject to ITB Sub-Clause 4.8) or any combination of such entities in the form of a joint venture or association/consortium (JVA) under an existing agreement or with the intent to enter into such as agreement supported by a letter of intent. In the case of a Joint venture or association/consortium:

- (a) Unless otherwise specified in the BDS, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
 - (b) The JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during Contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in [Section III], Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.
- 4.3 If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Clause. A prequalified Joint Venture may not change partners or its structure when submitting a bid.
- 4.4 A firm may be excluded from bidding if:
- (a) it was engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, or other documents to be used for the ICT Education Capability Building in Colombia project described in these Bidding Documents.
- 4.5 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by EDCF Loan shall not be eligible to be awarded a Contract.
- 4.6 A firm or individual is or will be disqualified from participation in this bidding if, at any time from advertisement of the bidding until and including Contract award, the firm or individual is under:
- (a) a suspension by the Purchaser agreed by the Bank as a
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result of forfeit of a bid security pursuant to ITB 17.6 in another Bank-financed procurement, or under a suspension by the Purchaser for other reasons that have been agreed by the Bank; or

- (b) a declaration of ineligibility by the Bank in accordance with ITB 3.1(c).

4.7 A firm or other entity that is ineligible according to any of the above provisions of this Clause, may also not participate as a Joint Venture partner, or as Subcontractor for or Supplier/Contractor of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

4.8 Government-owned enterprises in the Purchaser's Country shall be eligible only if they can establish that they(i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

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

5. Eligible Goods and Services

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

- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and
- (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Integrated System to be provided by the selected Bidder and as specified in the Contract.

5.2 Funds from Bank loans are disbursed only for expenditures for an Integrated system made up of goods and services provided by nationals of, and produced in or supplied from, eligible source countries as defined in Section III, Eligible Countries. An Integrated 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.

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

6. Qualifications of the Bidder

6.1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser's satisfaction:

- (a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. (For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)
- (b) that, in the case of a Bidder offering to supply key goods components of the Integrated system, as **identified in the BDS**, that the Bidder does not itself produce, the Bidder is duly authorized by the producer to supply those components in the Purchaser's country under the Contract(s) that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the bid, based on the sample found in Section VII.)
- (c) that, if a Bidder proposes Subcontractors for key services if and as identified in the BDS, these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding.

6.2 Bids submitted by a Joint Venture of two or more firms as partners shall also comply with the following requirements:

- (a) the bid shall be signed so as to be legally binding on all partners;
 - (b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
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- (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - (d) the partner or combination of partners that is responsible for a specific component of the Integrated System must meet the relevant minimum qualification criteria for that component;
 - (e) a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture. If, as a result of the bid opening pursuant to ITB 24, this requirement is not met, all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified;
 - (f) all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a successful bid).
- 6.3 If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Integrated System to be provided by the Subcontractor comply with the requirements of ITB Clause 5 and the related evidence required by ITB Clause 13.1 (e) (iii) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Purchaser reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix III to the Contract Agreement.

For the purposes of these Bidding Documents, a Subcontractor is any vendor or service provider with whom

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

- 6.4 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Subcontractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. The same will normally apply to firms that have provided Subcontractor agreements for certain services pursuant to ITB Clause 6.1 (c). Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any number of bids. If the BDS for ITB 28.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.4 apply only to bids for the same Subsystem(s), lot(s), or slice(s);

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

8. Site Visit

- 8.1 The Bidder may wish to visit and examine the site or sites of the Integrated System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 8.2 The Purchaser may arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site
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visit will not be a cause for its disqualification.

- 8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

B. THE BIDDING DOCUMENTS

- 9. Content of Bidding Documents**
- 9.1 The content of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:
- Section I Instructions to Bidders (ITB)
(Single-Stage Two-Envelope Bidding)
 - Section II Bid Data Sheet (BDS)
(Single-Stage Two-Envelope Bidding)
 - Section III Eligible Countries
 - Section IV General Conditions of Contract (GCC)
 - Section V Special Conditions of Contract (SCC)
 - Section VI Technical Requirements (including Implementation Schedule)
 - Section VII Sample Forms
- 9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and shall result in the rejection of its bid.
- 9.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.
- 10. Clarification of Bidding Documents and Pre-bid Meeting**
- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's address and by one of the means indicated in the BDS. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as soon as possible. The Purchaser will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Purchaser. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective bidders that received
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the Bidding Documents from the Purchaser.

- 10.2 When specified in the BDS, the Purchaser will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to reach the Purchaser not later than one (1) week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Purchaser. Any modification to the Bidding Documents listed in ITB Clause 9.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.

**11. Amendment
of Bidding
Documents**

- 11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 11.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Purchaser. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
- 11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify all Bidders in writing of the extended deadline.

C. PREPARATION OF BIDS

**12. Language of
Bid**

- 12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the BDS (English and Spanish), provided that any printed
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literature furnished by the Bidder as part of its bid shall be written in Spanish, as long as such literature is accompanied by a translation of its pertinent passages in the language specified in the BDS, in which case, for purposes of interpretation of the bid, the translation (English) shall govern.

The Spanish translation of documents related to the bid shall be submitted to the Purchaser within 7 calendar days after the deadline for submission of bids.

**13. Documents
Comprising
the Bid**

13.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.

13.2 The Technical Proposal shall contain the following:

- (a) Technical Proposal Submission Sheet;
- (b) Bid Security, in accordance with ITB 17;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19;
- (d) documentary evidence in accordance with ITB 4 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB 5, that the Works, Goods and Related Services to be done/supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the Bidding Document;
- (g) documentary evidence in accordance with ITB Clause 6 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; and
- (h) any other document required in the BDS.

13.3 The Price Proposal shall contain the following:

- (a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 14, 21;
- (b) any other document required in the BDS.

14. Bid Prices

14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section VII (Forms 2.5 and 2.6), and all other Goods and

Services proposed by the Bidder to fulfill the requirements of the Integrated system, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VII for the various cost tables, in the manner specified below. Local prices in Colombia is described as in the BDS.

- 14.2 The price of items that the Bidder has left blank in the cost tables provided in Section VII shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during evaluation in accordance with ITB Clause 28.6 (c) (iii).
- 14.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the Contract, in accordance with the Implementation Schedule in Section VI, and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 14.4 The prices for Goods components of the System are to be expressed in the BDS and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the BDS, and quoted in the appropriate columns of the cost tables of Section VII as follows:
- (a) Goods supplied from outside the Purchaser's country:
- Unless otherwise specified in the BDS, the prices shall be quoted on the basis of DDP (Delivery Duty Paid). In this type of transaction, the supplier is obliged to deliver to the Purchaser the goods being imported into the places indicated.
- However, the invoice will discriminate the value of the costs and the amount paid in taxes and tariffs, recognizing the supplier with local budget.
- The place of destination and special instructions for the transportation Contract specified in the BDS. When quoting the price, the Bidder shall be free to transport the goods, using the services of carriers registered in any eligible country. The Bidder shall obtain insurances issued by insurance companies established in Colombia.
- (b) Locally supplied Goods:
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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 taxes incurred until delivery of the Goods, but specifying all taxes and fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded.

(c) Inland transportation:

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 Clause 14.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB Clause 14.4 (a) specifies DDP, and the named places of destination are the Project Sites.

- 14.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. 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).
- 14.6 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xii), shall be quoted as Service prices in accordance with ITB Clause 14.5 on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the System and, if appropriate, of the Bidder's own allowance for price increases.
- 14.7 Unless otherwise specified in the BDS, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids
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submitted that are subject to price adjustment will be rejected.

- 15. Currencies of Bid** 15.1 The bid price, including Bid Prices in Clauses 14.1 through 14.6, and the Contract Price shall be stated in US Dollars.
- 16. Documents Establishing the Conformity of the Integrated System to the Bidding Documents** 16.1 The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Integrated System that the Bidder proposes to supply and install under the Contract.
- 16.2 The documentary evidence of conformity of the Integrated System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:
- (a) the Bidder's technical proposal, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Integrated System;
 - (b) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the Integrated System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;
 - (c) a Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Purchaser and any other party involved in the implementation of the Integrated System to provide
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during implementation and how the Bidder proposes to coordinate the activities of all involved parties;

- (d) a written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the Integrated System as required by the Bidding Documents.

16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Purchaser in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly prohibited in the BDS for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser's satisfaction that the use of the substitute(s) will result in the Integrated System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

17. Securing the Bid

17.1 The BDS for this Clause specifies whether bids must be secured, and if so, whether by a Bid-Securing Declaration or by a Bid Security. If a Bid Security is required or optional, the BDS also specifies the amount.

17.2 Securing the bids shall be substantially in accordance with the related sample forms included in Section VII or other forms approved by the Purchaser prior to bid submission. Bids must remain secured for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2. In case of a Bid Security, it shall also:

- (a) at the Bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the Bidder and located in any eligible country; if the institution issuing the security is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make the security enforceable;
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 17.6 is/are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of at least 28 days beyond
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the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 18.2.

- 17.3 The Bid-Securing Declaration or the Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid-Securing Declaration pursuant to ITB Clause 17.6 will apply to all partners to the Joint Venture.
- 17.4 If a Bid-Securing Declaration or Bid Security is required in accordance with ITB Clause 17.1, any bid not accompanied by a substantially acceptable Bid-Securing Declaration or Bid Security in accordance with ITB Clauses 17.2 and 17.3, shall be rejected by the Purchaser as Non-Responsive.
- 17.5 Unless executed or forfeited pursuant to ITB Clause 17.6, Bid-Securing Declarations, if any, will expire for, or Bid Securities, if any, will be returned as promptly as possible to,
- (a) all Bidders upon annulment of the bidding pursuant to ITB Clause 34;
 - (b) Bidders refusing a request to extend the period of validity of their bids pursuant to ITB Clause 18.2;
 - (c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;
 - (d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the Contract with the successful Bidder
- 17.6 The Bid-Securing Declaration, if any, may be executed, or the Bid Security, if any, may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or any extension of validity the Bidder has agreed to pursuant to ITB Clause 18.2; or
 - (b) in the case of the successful Bidder, if the Bidder fails to:
 - (i) sign the Contract Agreement in accordance with ITB Clause 36; or
 - (ii) furnish the Performance Security in accordance
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with ITB Clause 37.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 36; or furnish a performance security in accordance with ITB 36;

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

**18. Period of
Validity of
Bids**

18.1 Bids shall remain valid, at a minimum, for the period specified in the BDS after the deadline date for bid submission prescribed by the Purchaser, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Purchaser as Non-Responsive. For the convenience of bidders, the BDS spells out the minimal original expiration dates for the validity of the bid and, if applicable pursuant to ITB Clause 17.1, of the bid security. However, bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.

18.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. The email addresses regarding the communications for proposal will be provided in the BDS. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 17.2.

18.3 In the case of fixed price Contracts, if the award is delayed by a period exceeding one hundred twenty (120) days beyond the expiry of the initial bid validity, the Contract Price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**19. Format and
Signing of Bid**

19.1 The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described

in ITB Clause 13 and clearly mark each “ORIGINAL - TECHNICAL PROPOSAL” and “ORIGINAL - PRICE PROPOSAL”. In addition, the Bidder shall submit copies of the Technical Proposal and the Price Proposal, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL PROPOSAL” and “COPY NO.... - PRICE PROPOSAL”. In the event of any discrepancy between the original and the copies, the original shall prevail.

The Bidder shall submit two (2) softcopy of technical proposal and price proposal to be provided in separated CDs (in MS Office & PDF format). All information included in the hardcopy must be included in the softcopy in the same order and sequence.

- 19.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

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

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

20.1 Bidders submitting bids by mail or by hand, shall enclose the original of the Technical Proposal, the original of the Price Proposal, and each copy of the Technical Proposal and each copy of the Price Proposal, including alternative bids, if permitted in accordance with BDS 20.1, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL PROPOSAL”, “ORIGINAL - PRICE PROPOSAL” and “COPY NO... - TECHNICAL PROPOSAL” and “COPY NO.... - PRICE PROPOSAL”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 20.2 and 20.3.

20.2 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 Sub-Clause 21.1; and
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS.

- 20.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 24.1.
- 20.4 The inner envelopes containing the Price Proposals shall bear a warning not to open until advised by the Purchaser in accordance with ITB Sub-Clause 24.2.
- 20.5 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.
- 20.6 Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 19 and 20, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate.
- 21. Deadline for Submission of Bids**
- 21.1 Bids must be received by the Purchaser at the address specified in the BDS for ITB Clause 20.2 no later than the time and date stated in the BDS.
- 21.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Purchaser and bidders will thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Purchaser prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2.
- 23.2 All notices of withdrawal, substitution, or modification shall
- (a) be addressed to the Purchaser at the address named in the BDS for ITB Clause 20.2 (a), and
 - (b) bear the Contract name, the IFB Title and IFB Number, and the words "BID WITHDRAWAL NOTICE", BID SUBSTITUTION NOTICE", or "BID MODIFICATION NOTICE".
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- 23.3 A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice.
- 23.4 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 23.5 The substitution or modification of the bid shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 19.1 of any substitution or modification to its bid, clearly identified as such, in two inner envelopes duly marked "BID SUBSTITUTION -- ORIGINAL" or "BID MODIFICATION -- ORIGINAL" and "BID SUBSTITUTION -- COPIES" or "BID MODIFICATION -- COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID SUBSTITUTION" or "BID MODIFICATION".
 - (b) Other provisions concerning the marking and dispatch of a bid substitution or modification shall be in accordance with ITB Clauses 20.2, 20.3, 20.4, 20.5 and 20.6.
- 23.6 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the execution of the Bid-Securing Declaration, if any, or forfeiture of the Bid Security, if any, pursuant to ITB Clause 17.6.

E. BID OPENING AND EVALUATION

24. Opening of Bids by Purchaser

- 24.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of the members of Proposal Evaluation Committee (PEC) formed by the Ministry of Education of Colombia and Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
- 24.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of
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Price Proposals will be advised in writing by registered letter or by electronic means by the Purchaser.

- 24.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 24.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Price Proposals will remain unopened in accordance with ITB Sub-Clause 24.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 24.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposals and/or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 24.2.
- 24.6 All other envelopes holding the Technical Proposals shall be opened at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Technical Proposals and alternative Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB sub-clause 22.

- 24.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be promptly distributed to the Export-Import Bank of Korea and to all Bidders who submitted bids on time.
- 24.8 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 24.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially Non-Responsive to the requirements of the Bidding Document and return their Price Proposals unopened.
- 24.10 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 24.11 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Price Proposals, discounts, and alternative offers read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.

24.12 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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 promptly distributed to the Export-Import Bank of Korea and to all Bidders who submitted bids on time.

25. Clarification of Bids

25.1 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. The bidders may send written notices by the email as defined in the BDS.

26. Preliminary Examination of Bids

26.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.3 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Integrated System; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

26.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself.

27. Conversion to Single Currency 27.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in various currencies and amounts into a single currency specified in the BDS, using the selling exchange rate established by the source and on the date also specified in the BDS.

28. Evaluation and Comparison of Bids 28.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clauses 26. The evaluation will be performed assuming either that;

- (a) the Contract will be awarded to the highest evaluated bidder for the entire Integrated 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 lowest combined evaluated price for the entire system.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in bids. However, such discounts will only be considered in the price evaluation if so confirmed in the BDS.

28.2 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 26.2 and 26.3 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 Integrated System in, substantially, the full required quantities for the entire Integrated System or, if allowed in the BDS for ITB 28.1, the individual Subsystem, lot or slice bid on; and
- (b) that offer ICT that is 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 31.2.

28.3 The Purchaser's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB 14 (Bid Prices).

28.4 If indicated by the BDS, the Purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following

formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

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

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

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

X = weight for the Price as specified in the BDS

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Highest evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 31 (Post-qualification).

The detailed calculation formula of Bid Score is defined in [Section II. Annex B].

28.5 If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.

(a) The technical features to be evaluated are generally defined below and specifically identified in the BDS:

- (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Integrated System.
- (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Integrated System.

- (iii) The quality of the Bidder's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section VI (Technical Requirements) or proposed by the Bidder based on the Bidder's experience.

28.6 The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs(P) plus the Recurrent Costs(R);

where the Adjusted Supply and Installation Costs (P) are determined as:

- (a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Purchaser's Country, in accordance with ITB 14.4; plus
- (b) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 14.5;
- (c) with adjustments for:
 - (i) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed completion of the entire Integrated system, if **permitted in the BDS** and provided they do not exceed the maximum permissible delay period **specified in the BDS**. For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) **specified in the BDS** for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.
 - (ii) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are **permitted in the BDS**, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that

would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate **specified in the BDS**.

- (iii) Goods and Services that are required for the Integrated system but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
 - (iv) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
 - (v) Any discounts offered for the award of more than one Subsystem, component, or slice, if the BDS for ITB Clause 28.1 permits the consideration of discounts in the price evaluation.
- (d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

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

where

- N = number of years of the Warranty Period, defined in SCC Clause 29.4
- M = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)
- x = an index number 1, 2, 3, ... $N + M$ representing each year of the combined Warranty Service and Post-Warranty Service Periods.

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

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

28.7 The Purchaser’s representative will open the bid price of the bidders who are qualified after the technical evaluation by the Purchaser and after the approval of the Bank, in public, in the presence of Bidders’ representatives who attend. The time, date and at the place specified in the BDS. Even if the bidders who are qualified on technical proposal evaluation do not attend the bid price announcement, the bidders will not be disqualified on the financial bid evaluation.

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

28.9 Any attempt 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.

28.10 Notwithstanding ITB Clause 28.9, 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 may do so in writing.”

**29. Domestic
(Local)
Preference**

29.1 If indicated in the BDS, the Purchaser will grant a margin of preference for use of domestic Information Technologies and related Goods.

29.2 No margin of preference will be granted for any other price component, and bidders will not be permitted or required to modify the source of any hardware, software, related equipment, Materials, Products, or other Goods, as well as related Services after bid opening.

**30. Contacting
the Purchaser**

30.1 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 bid, it should do so in writing sent by email.

30.2 If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, its bid may be rejected.

F. POST-QUALIFICATION AND AWARD OF CONTRACT

- 31. Post-qualification**
- 31.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the BDS for ITB Clause 6.1 (a) permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Highest evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Highest evaluated Bid to perform the Contract.
- 31.2 Pursuant to ITB Clauses 6 and 16, and as additionally may be specified in the BDS, the determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. If so specified in the BDS, at the time of post-qualification the Purchaser may also carry out tests to determine that the performance or functionality of the Integrated System offered meets those stated in the Technical Requirements.
- 31.3 An affirmative post-qualification determination will be a prerequisite for award of the Contract to the Highest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next highest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32. Award Criteria**
- 32.1 Subject to ITB Clause 34, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Highest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.
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- 33. Purchaser's Right to Vary Quantities at Time of Award**
- 33.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) indicated in the BDS, any of the following:
- (a) the quantity of substantially identical Subsystems; or
 - (b) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Integrated System; or
 - (c) the quantity of Installation or other Services to be performed,
- from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other terms and conditions.
- 34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 34.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the bidders.
- 34.2 The prior approval of the Export-Import Bank of Korea shall be obtained before rejecting all bids.
- 35. Notification of Award**
- 35.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Purchaser shall also notify unsuccessful Bidders of the results of the bidding including the following information;
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid price opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of bidders whose bids were rejected and the reasons for their rejection; and
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded.
- 35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35.3 After notification of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not
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selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder of the results of the Bidding Documents including who, after notification of Contract award, requests a debriefing. The detailed description is in the BDS.

36. Signing of Contract

36.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

36.2 As soon as practically possible, but no more than seven (7) days following receipt of the Contract Agreement, the successful Bidder shall sign and date it, and return it to the Purchaser.

37. Performance Security

37.1 As soon as practically possible, but no more than ten (10) days following receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using the Performance Security Bank Guarantee form provided in the Bidding Documents or another form acceptable to the Purchaser.

37.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 36 or ITB Clause 37.1 shall constitute sufficient grounds for the annulment of the award and, if and as applicable, execution of the Bid-Securing Declaration or forfeiture of the Bid Security, in which event the Purchaser may make the award to the next highest evaluated bid submitted by a qualified Bidder or call for new bids.

38. Adjudicator

38.1 Unless otherwise **stated in the BDS**, the Purchaser proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 6. In this case, a résumé of the named person is **attached to the BDS**. The proposed hourly fee for the Adjudicator is **specified in the BDS**. The expenses that would be considered reimbursable to the Adjudicator are also **specified in the BDS**. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Submission 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 6.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet

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

A. GENERAL

ITB 1.1	<p>Name of Purchaser: The Ministry of Education of Colombia</p> <p>Description of the System for which bids are invited: The Supply, Delivery, Installation, Testing, Training and Maintenance of ICT infrastructure enhancement, e-Portal development for NIC (National Innovation Center) and RIC (Regional Innovation Center), Content Development & Standardization, Teachers Training and Project Implementation Service for the Ministry of Education, Republic of Colombia.</p> <p style="padding-left: 40px;">Component 1: ICT infrastructure enhancement</p> <p style="padding-left: 40px;">Component 2: e-Portal development for NIC and RIC</p> <p style="padding-left: 40px;">Component 3: Content Development & Standardization</p> <p style="padding-left: 40px;">Component 4: Teachers Training</p> <p style="padding-left: 40px;">Component 5: Project Implementation Service</p>
ITB 1.2	<p>Name of IFB:</p> <p>“ICT Education Capability Building in Colombia” Project</p>
ITB 2.1	<p>Name of the Borrower: Ministry of Finance and Public Credit</p> <p>Loan or credit number: EDCF LOAN Agreement NO.: COL-1</p> <p>Loan amount: Thirty Million US Dollars (USD\$30,000,000)</p> <p>A portion of the proceeds of this Loan applied to payments under the Contract for which this Invitation for Bids is issued shall not exceed twenty seven million one hundred seventy one thousand two hundred sixteen U.S. Dollars (USD\$27,171,216), this is the maximum amount for the Net Contract Price. The Total Contract Price (equal to Net Contract Price plus duties and taxes) may be higher than the net price stated above. The sum of the total amount of duties and taxes shall not exceed a Maximum of seven million four hundred fifteen thousand three hundred seventy two U.S. Dollars (USD\$7,415,372).</p> <p>The Name of Project: ICT Education Capability Building in Colombia..</p>

ITB 3.2	<p>The address for the Korea Eximbank: 16-1 Yeoui-dong, Yeongdeungpo-gu, Seoul, Korea 150-996 Tel: 82-2-3779-6588 / Fax: 82-2-3779-6757 E-mail: ericachoi@koreaexim.go.kr Attention: Mrs. Eun-Kyung Choi</p>
ITB 4.1	<p>The Purchaser will not accept a natural person as a bidder.</p> <p>Joint Venture (JV) means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Purchaser for the performance of the Contract. In this Bidding Documents, JV / association / consortium will be considered as the same meaning, unless otherwise stated.</p>
ITB 4.3	<p>The Purchaser will not apply a prequalification process.</p>
ITB 4.5	<p>This clause shall be applied in accordance with the restrictions regarding nationality of Eligible Bidder specified in ITB 4.1.</p>
ITB 4.8	<p>This clause shall not be applied in accordance with Section III Eligible Countries.</p>
ITB 5.2	<p>Eligible Source Countries: The Republic of Korea for foreign currency portion and the Republic of Colombia for local currency portion.</p> <hr/> <p>The Foreign Currency Portion and the Local Currency Portion shall not be higher than USD\$19,029,878 and USD\$8,141,338, respectively.</p> <hr/> <p>If the goods or services cannot be procured from the Eligible Source Countries, it can be procured from the countries other than Eligible Source Countries up to 14.2% of the total Loan Amount.</p>
ITB 6.1 (a)	<p>Qualification requirements for Bidders are as follows:</p> <p>i) In case of a single bidder;</p> <p>(a) The bidder shall not be in deficit for the recent three (3) consecutive years (2009, 2010 and 2011).</p> <p>(b) The Bidder's net worth calculated as the difference between total assets and total liabilities shall be positive for the very previous year (2011) and for the average of</p>

	<p>the last three (3) years (2009, 2010 and 2011).</p> <p>(c) The Bidder's average annual turnover of the recent three (3) years (2009, 2010 and 2011) shall not be lower than two (2) times the total submitted bid price. The Bidder shall have necessary financial capabilities to perform the Contract as required by the Purchaser.</p> <p>ii) In case of a Joint Venture or Consortium;</p> <p>(a) Both the Leader (the partner in charge) and each member of the JV or Consortium shall not be in deficit for the recent three (3) consecutive years (2009, 2010 and 2011).</p> <p>(b) The Bidder's (the Leader and each member, respectively) net worth calculated as the difference between total assets and total liabilities shall be positive for the very previous year (2011) and for the average of the last three (3) years (2009, 2010 and 2011).</p> <p>(c) The Bidder's average annual turnover (summation of the Leader and all the members) of recent three (3) years (2009, 2010 and 2011) shall not be lower than two (2) times the total submitted bid price. The Bidder shall have necessary financial capabilities to perform the Contract as required by the Purchaser.</p> <p>Minimum qualification of Bidder, if it is Joint Venture, is that the nationality of all partners should be the Republic of Korea.</p> <p>iii) Financial viability: The Bidder must provide financial statements of last three (3) years. In case of Joint Venture or Consortium, both the Leader and each member of the JV or consortium must comply with the following:</p> <p>(a) Debt ratio (Debt / Asset: obtained by dividing total liabilities by total assets to be multiplied by one hundred percentage (100%)) shall be less than 80 percent (For the year 2011). It is different value from Debt / Equity capital.</p> <p>(b) Liquidity Ratio (measured as current assets over current liabilities) shall be higher than 1 (For the year 2011).</p>
ITB 6.1 (b)	<p>Manufacturer's Authorizations for the Integrated System of the Project - except for those equipment and/or software which the Bidder itself manufactures - are required. Authorizations for complex and critical technologies, such as personal computers, servers and key software packages, should be submitted for bid evaluation. However, the Supplier shall submit the</p>

manufacturer's Authorizations for some equipment for custom clearance. The list of equipment that requires Manufacturer's Authorizations is as follow:

No.	Equipment	Location	Unit	Q'ty
1	Web Server for users and administrator	e-Portal System	Set	3
2	WAS Server	e-Portal System	Set	2
3	LMS Server	e-Portal System	Set	1
4	DB Server	e-Portal System	Set	2
5	LDAP Server	e-Portal System	Set	2
6	Content and Uploading Server	e-Portal System	Set	1
7	Search Engine Server	e-Portal System	Set	1
8	CMS Server	e-Portal System	Set	1
9	Media Server with VoD Transcoding	e-Portal System	Set	1
10	SMS Server	e-Portal System	Set	1
11	DBMS Server for Digital Repository System	e-Portal System	Set	1
12	Web Analytics & Reporting system	e-Portal System	Set	2
13	Backup Server	e-Portal System	Set	1
14	Backup Device	e-Portal System	Set	1
15	SAN Switch	e-Portal System	Set	2
16	SAN Storage	e-Portal System	Set	1

17	NAS Storage	e-Portal System	Set	1
18	L4 Switch	e-Portal System	Set	2
19	Backbone Switch	e-Portal System	Set	2
20	Workgroup Switch	e-Portal System	Set	2
21	Test Server	RIC Server and Storage System	Set	5
22	Digital Resource Management Server	RIC Server and Storage System	Set	5
23	DAS/NAS Storage	RIC Server and Storage System	Set	5
24	Workgroup Switch	RIC Server and Storage System	Set	35
25	HD Camera System	RIC Multimedia Studio	Set	10
26	HD Switcher	RIC Multimedia Studio	Set	5
27	Back-Up System	RIC Multimedia Studio	Set	5
28	DSP Mixer	RIC Multimedia & General Classroom	Set	20
29	HD Matrix Switcher	RIC Multimedia & General Classroom	Set	20
30	Video Conference System	RIC Multimedia & General Classroom	Set	10

In case one manufacturer can provide multiple items listed above, a single Manufacturer's Authorizations may be submitted for the bid evaluation with the list of items that the manufacturer authorizes.

B. THE BIDDING DOCUMENTS

ITB 10.1	<p>Purchaser's address is:</p> <p>Ministerio de Educación Nacional, Calle 43 No. 57-14, Bogotá, Republic of Colombia.</p> <p>The clarifications will be posted on the website of the Ministry of Education of Colombia (www.mineduccion.gov.co) and the Colombiaaprende e-portal (www.colombiaaprende.edu.co).</p> <p>The clarifications will be done two times and the clarifications in response to any request of the Bidders must be requested in writing from the Responsible Officer to the email address below. Such requests must be provided after 15 days from the bid-issuing date for the first round of clarification and after 25 days for the second clarification. The responses to all requests for clarifications submitted by any bidder will be provided after 20 days from the bid-issuing date for the first round and after 30 days for the second round. These clarifications will be sent to all the Bidders. No consideration will be given to requests for clarifications submitted after 30 days from the bid-issuing date, unless for cases of substantial mistakes in the bidding documents and clarification provided thereto.</p> <p>The Bidder will ask for clarification by using E-mail. E-mail address is centrosdeinnovacion@mineducacion.gov.co.</p>
ITB 10.2	<p>Dates, times, and places for the pre-bid meeting:</p> <p>The pre-bid meeting and the alternatively site visit will not be held according to the normal bidding practice of the Republic of Colombia.</p>
ITB 11.2	<p>The websites are the Ministry of Education of Colombia (www.mineduccion.gov.co) and the Colombiaaprende e-portal (www.colombiaaprende.edu.co).</p>
ITB 11.3	<p>The extension will be posted on the website of the Ministry of Education of Colombia (www.mineduccion.gov.co) and the Colombiaaprende e-Portal (www.colombiaaprende.edu.co).</p>

C. PREPARATION OF BID

ITB 12.1	<p>The language of all correspondence and documents related to the bid is: English and Spanish. But the Spanish translation of documents related to the bid shall be submitted to the Purchaser within 7 calendar days after the deadline for submission of bids.</p>
ITB 13.2 (g)	<p>“Bid Table of Contents and Checklist” which is presented in the</p>

	Bidding Forms should be provided to help the Purchaser to confirm the conformity of Bidder's Bid.
ITB 14.1	<p>The purchaser may reject all bids when the bids submitted are not substantially responsive, or where there is evidence of lack of competition.</p> <p><i>"When the proposed prices of certain items are higher than those of the Colombian market, the purchaser may negotiate with the lowest evaluated bidder to obtain the adjustment of the proposed prices or objective verification of the proposed prices of the bidder. In case of failure of such negotiation, its bid shall be rejected and the purchaser shall continue such negotiation with the next lowest evaluated bidder."</i></p>
ITB 14.2	The Purchaser will not accept adjustment to the Bid Price during evaluation.
ITB 14.4	The Incoterms edition is <i>"Incoterms 2010— ICC Official Rules for the Interpretation of Trade Terms" published in September 2010 by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France."</i>
ITB 14.4 (a)	<p>For foreign goods priced on a DDP basis (named place of destination)</p> <ul style="list-style-type: none"> (i) The Contract of carriage shall include the cost of unloading the goods at destination, as well as payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign Goods for their transit through any country other than the Purchaser's country. (ii) The named place of destination shall be the project sites; Bogota, Medellín, Cali, Cartagena and Villavicencio.
ITB 14.4 (c)	Unless stated otherwise in the BDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB Clause 14.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB Clause 14.4 (a) specifies DDP, and the named places of destination are the Project Sites.
ITB 14.6	Prices quoted by the Bidder shall be fixed.
ITB 16.2 (c)	In addition to the topics described in ITB Clause 16.2(c), the Preliminary Project Plan must address the following topics:

	<ol style="list-style-type: none"> 1. Understanding of the project scope 2. ICT Infrastructure enhancement plan 3. e-Portal Development plan 4. Content Development & Standardization plan 5. Teachers Training plan 6. Project Implementation Service plan including the project management methodology and staff involved in project management 7. Quality control process and staff involved 8. Test and acceptance process 9. Training (Other than Fellowship Training) & Knowledge Transfer plan 10. Payment schedule for Local currency portion
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, bidders are required to offer specific brand names and models for the number of specific items described in the Technical Requirements.
ITB 17.1	<p>A bid security will be required.</p> <p>The amount of bid security required is: Five hundred fifty thousand U.S. Dollars (USD\$550,000)</p>
ITB 18.1	<p>The bid validity period shall be one hundred twenty (120) days after the deadline for bid submission, as specified below in reference to ITB Article 21.</p> <p>Accordingly, and pursuant to ITB Clause 17.2 (f), a bid with a bid security that expires before <i>the bid validity period stated above</i> shall be rejected as “Non-Responsive”.</p>
ITB 18.2	The email address for communication is centrosdeinnovacion@mineducacion.gov.co . Regarding proposal, information can be obtained from the website of the Ministry of Education of Colombia (www.mineducacion.gov.co) and from the Colombiaaprende e-Portal (www.colombiaprende.edu.co).
ITB 19.1	<p>Required number of bid copies, besides the original:</p> <p>Five (5) hard copies and two (2) softcopies of the Price Proposal and the Technical Proposal sealed in separate envelopes and CDs must also be submitted.</p>

D. SUBMISSION OF BID

ITB 20.2 (a)	<p>The address for bid submission is:</p> <p>Ministerio de Educacion Nacional, Calle 43 No. 57-14, Bogota, Republic of Colombia.</p> <p>Attention to: Héctor Rendón – Jefe Oficina de Innovación Educativa.</p>
ITB 20.6	The Purchaser will not accept alternative Bids.
ITB 21.1	Deadline for bid submission is: 5:00 pm, December 3rd, 2012

E. BID OPENING AND EVALUATION

ITB 24.1	<p>The statement is: “DO NOT OPEN BEFORE – NO ABRIR ANTES DE <i>time and date</i>],” to be completed with the time and date specified in the BDS for ITB Clause 24.1.</p> <p>Time, date, and place for bid opening are:</p> <p>6:00 pm, December 3rd 2012 at Ministerio de Educación Nacional, Calle 43 No. 57-14, Bogota, Republic of Colombia.</p>
ITB 25.1	The email address: centrosdeinnovacion@mineducacion.edu.co
ITB 27.1	The Bid Price shall be in USD.
ITB 28.1	Bids for Subsystems, components, or slices of the overall Integrated System will not be accepted.
ITB 28.4	<p>The bid evaluation will take into account technical factors in addition to cost factors.</p> <p>The weight of the Price (“X” multiplied by 100 in the Evaluated Bid Score formula) = 20%</p> <p>The minimum technical score required to pass is 700 points out of 1,000 points.</p>
ITB 28.5 (c)	The technical/quality evaluation parameters and scoring scheme can be found attached to Annex A. Technical Evaluation Criteria of BDS.
ITB 28.6 (c) (i)	The Purchaser will not accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.
ITB 28.6 (c) (ii)	The Purchaser will not accept deviations in the payment schedule

	in the SCC.
ITB 28.7	The Ministry of Education of Colombia will inform it to the technically responsive bidders by email before the bid price opening date.
ITB 29.1	A margin of domestic preference will not apply.

F. POST-QUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	<p>As additional post-qualification measures, the ICT and Other Equipment (or components/parts of it) offered by the Highest Evaluated Bidder may be subjected to the following conditions prior to Contract award:</p> <ul style="list-style-type: none"> - History of Non-Performing Contracts; Non-performance of a Contract did not occur within the last three (3) years prior to the deadline for bid submission. - Financial Performance; Audited balance sheets for the last three (3) years shall be submitted to demonstrate that average annual turnover of recent three (3) years is not less than two (2) times of the total submitted price. <p>The highest scored Bidder should submit the documents translated in English and Spanish at the time of post-qualification.</p> <p>Local registration in Colombia: If the successful Bidder does not have a legal established branch in Colombia, it must open the Branch in Colombia within three (3) weeks after signing the procurement contract with the Purchaser. The registration certificate with the appropriate registration number issued by a Colombian Chamber of Commerce must be submitted. The Purchaser shall not be held liable for any issues the Bidder may have in regards to the Branch registration and operation of the Branch entity.</p>
ITB 33.1	Percentage for quantity increase or decrease: Ten (10%)
ITB 35.1	The notification for successful and unsuccessful bidder will be done through the websites: the Ministry of Education of Colombia (www.mineducacion.gov.co) and the Colombiaaprende e-portal (www.colombiaaprende.edu.co).
ITB 35.3	Within no more than five (5) business days, after notification of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds

	on which their bids were not selected. The Purchaser shall respond in within no more than five (5) business days, writing to any unsuccessful Bidder of the results of the Bidding Documents including who, after notification of Contract award, requests a debriefing.
ITB 38.1	Disputes would be resolved subject to Adjudication as per Clause 6.1 of GCC.

ANNEX A. Technical Proposal Evaluation Criteria

1. Evaluation Criteria (1,000-point scale)

Evaluation Criteria			Score	Total	
Company Status	Project Experience (5 Years)	ICT-related project experience (Domestic/Overseas)	80	200	
	Specialty in the ICT field (5 Years)	Specialty in the ICT field	30		
	Financial Status (3 Years)	Financial Status (Credit Rating, Average Annual Revenue, Assets, Capital Stock)	90		
	Subtotal			200	
Project Implementation Plan	ICT Infrastructure	Strategy and Methodology	40	160	
		Appropriateness of ICT Equipment	60		
		Appropriateness of the Interior Design Plan	20		
		Appropriateness of the Plan for Lab Schools	20		
		Work Plan with Local RICs Partners	20		
	e-Portal	Strategy and Methodology	40	110	
		Appropriateness of e-portal Equipment	10		
		Appropriateness of e-Portal System	30		
		Related Field Experience with Open Source/Open Software	20		
		e-Portal System Demo (Sample)	10		
	Content Development & Standardization	Strategy and Methodology	30	120	
		Curricular Analysis in Colombian Schools	40		
		Work Plan with Local RICs Partners	20		
		Content Demo (Sample)	30		
	Teacher Training	Strategy and Methodology	40	110	
		Sample Manual	30		
		Related Field Experience in Teacher Training	40		
	Additional Considerations	Additional Considerations not requested in the Bidding Documents		20	20
	Subtotal			520	
	Manpower Allocation Plan	Project Organization & Manpower	Team Organization and Role & Responsibility	30	140
Project Experiences of Manpower			110		
Management Methodology		Overall Project Manpower Allocation Plan	20	40	
		Management Plan of Quality Control and Risk Management	20		
Subtotal			180		
Warranty & Maintenance	Warranty & Maintenance Plan	Warranty Policy and Maintenance Plan	20	50	
		Appropriateness of Warranty & Maintenance Period	30		
	Subtotal			50	
Project Support	Project Support Plan	Consideration for the Project Readiness	20	50	
	Management & Sustainability plan	Consideration for the Management & Sustainability of the Project	30		
	Subtotal			50	
Grand Total			1,000		

2. Description of Evaluation

2.1 Company Status

* Mil: Million

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents	
2.1.1 Project Experience (5 Years)					80		
ICT-related Project Experience (All Parties Constituting the Bidder)	Number of SI Projects	10	Number of ICT-related domestic projects successfully completed for the past five (5) years from the bid issuing date (exceeding 1 Mil USD only)	$x \geq 10$	10	- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date	
				$7 \leq x < 10$	9		
				$3 \leq x < 7$	7		
				$0 < x < 3$	4		
		10	Number of ICT-related overseas projects successfully completed for the past five (5) years from the bid issuing date (exceeding 0.5 Mil USD only)	$x \geq 5$	10		- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date
				$4 \leq x < 5$	9		
				$3 \leq x < 4$	7		
				$0 < x < 3$	4		
	Total Amount of SI Projects	10	Total amount of ICT-related domestic projects successfully completed for the past five (5) years from the bid issuing date (in USD)	$x \geq 100$ Mil	10	- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date	
				$80 \text{ Mil} \leq x < 100 \text{ Mil}$	9		
				$50 \text{ Mil} \leq x < 80 \text{ Mil}$	7		
				$x < 50 \text{ Mil}$	4		

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents	
		10	Total amount of ICT-related overseas projects successfully completed for the past five (5) years from the bid issuing date (in USD)	$x \geq 50$ Mil	10	- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date	
				$40 \text{ Mil} \leq x < 50 \text{ Mil}$	9		
				$30 \text{ Mil} \leq x < 40 \text{ Mil}$	7		
				$x < 30$ Mil	4		
	Total Amount of ICT in Education Projects	15		Total amount of ICT in education related domestic projects successfully completed for the past five (5) years from the bid issuing date (in USD)	$x \geq 30$ Mil	15	- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date
					$20 \text{ Mil} \leq x < 30 \text{ Mil}$	13.5	
					$10 \text{ Mil} \leq x < 20 \text{ Mil}$	10.5	
					$x < 10$ Mil	6	
	Total Amount of ICT in Education Projects	15		Total amount of ICT in education related overseas projects successfully completed for the past five (5) years from the bid issuing date (in USD)	$x \geq 10$ Mil	15	- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date
					$7 \text{ Mil} \leq x < 10 \text{ Mil}$	13.5	
					$5 \text{ Mil} \leq x < 7 \text{ Mil}$	10.5	
					$x < 5$ Mil	6	
	Number of Years of Operation in ICT in Education Field	10		Number of years in ICT in education field operation	$x \geq 10$ years	10	- Certification of reference documents (Experience or Record) or the copy of the notarized translation of the contract documents for the last five years from the bid issuing date
					$7 \text{ years} \leq x < 10 \text{ years}$	9	
					$3 \text{ years} \leq x < 7 \text{ years}$	7	
					$0 \text{ year} < x < 3 \text{ years}$	4	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.1.2 Specialty in the ICT Field (3 Years)					30	
Specialty (All Parties Constituting the Bidder)	Government Award and /or Certification	10	Number of Awards and/or Certifications during the past three (3) years from the bid-issuing date	$x \geq 10$	10	- Notarized list of Government Award and/or Certificate (from Public Sector only)
				$7 \leq x < 10$	9	
				$5 \leq x < 7$	7	
				$x < 5$	4	
	CMMI (Capability Maturity Model Integration)	10	Level of the latest CMMI issued during the past three (3) years from the bid-issuing date	X= level 5	10	- Notarized list of the latest CMMI certificates issued during the last three (3) years from the bid-issuing date.
				X= level 4	9	
				X = level 3	7	
				$X \leq \text{level } 2$	4	
	Patents	10	Number of patent registered and certified during the past three (3) years from the bid-issuing date	$x \geq 50$	10	- Notarized list of patent certificates and/or award (from Korea Intellectual Property Office only)
				$30 \leq x < 50$	9	
				$10 \leq x < 30$	7	
				$x < 10$	4	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.1.3 Financial Status (3 Years)					90	
Financial Status	Credit Rating	30	Grade of credit rating for the leader and each member of the Joint Venture or Consortium (If apply).	Class A	30	- Original copy of the credit rating by a certified credit rating agency in Korea - For the grade of credit rating, refer to the notes at the end of this evaluation table.
				Class B	27	
				Class C	21	
				Class D	6	
	Assets	20	Average annual total amount of assets for the leader and each member of the Joint Venture or Consortium (If apply). (in USD)	$x \geq 20$ Mil	20	- Audited financial statements (Average revenue, assets and capital stocks separately marked for the last three years - 2009, 2010 and 2011) - Foreign Exchange rate = "Base Rate" quoted and publicly displayed by Korea Exchange Bank (URL http://www.keb.co.kr) as of December 31, 2011 (daily closing Base Rate quoted under the section "Daily Quoted Exchange Rate")
				$14 \text{ Mil} \leq x < 20 \text{ Mil}$	18	
				$10 \text{ Mil} \leq x < 14 \text{ Mil}$	14	
				$6 \text{ Mil} \leq x < 10 \text{ Mil}$	8	
	Revenue	20	Average annual total amount of revenue for the leader and each member of the Joint Venture or Consortium (If apply). (in USD)	$x \geq 100$ Mil	20	
				$70 \text{ Mil} \leq x < 100 \text{ Mil}$	18	
				$50 \text{ Mil} \leq x < 70 \text{ Mil}$	14	
				$30 \text{ Mil} \leq x < 50 \text{ Mil}$	8	
	Capital Stock	20	Average annual total amount of capital stock for the leader and each member of the Joint Venture or Consortium (If apply).(in USD)	$x \geq 10$ Mil	20	
				$7 \text{ Mil} \leq x < 10 \text{ Mil}$	18	
				$5 \text{ Mil} \leq x < 7 \text{ Mil}$	14	
				$3 \text{ Mil} \leq x < 5 \text{ Mil}$	8	

2.2 Project Implementation Plan

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.2.1 ICT Infrastructure					160	
Strategy and Methodology	Overall System	10	Appropriateness of the strategy and methodology associated scheduling, supply, delivery, installation, acceptance test, etc.	Excellent	10	- Detailed technical proposal for the overall system
				Good	9	
				Average	7	
				Below average	4	
	NIC	10	Appropriateness of the strategy and methodology associated scheduling, supply, delivery, installation, acceptance test, etc.	Excellent	10	- Detailed technical proposal for the NIC
				Good	9	
				Average	7	
				Below average	4	
	RICs	10	Appropriateness of the strategy and methodology associated scheduling, supply, delivery, installation, acceptance test, etc.	Excellent	10	- Detailed technical proposal for the RICs
				Good	9	
				Average	7	
				Below average	4	
	Lab Schools	10	Appropriateness of the strategy and methodology associated scheduling, supply, delivery, installation, acceptance test, etc.	Excellent	10	- Detailed technical proposal for the Lab Schools
				Good	9	
				Average	7	
				Below average	4	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
Appropriateness of ICT Equipment	Specification and Volume of NIC Hardware and Software	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	20	- Compliance list with supporting documents (Brochure or catalog with detailed specification)
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	
	Specification and Volume of RICs Hardware and Software	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	20	- Compliance list with supporting documents (Brochure or catalog with detailed specification)
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	
	Specification and Volume of Lab Schools Hardware and Software	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	20	- Compliance list with supporting documents (Brochure or catalog with detailed specification)
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	
Appropriateness of the Interior Design Plan	5 RICs Multimedia Studios	20	Appropriateness of interior design plan and drawings of 5 RICs (studios and other facilities)	Excellent	20	- Interior design plan - Refer to the notes at the end of this evaluation table.
				Good	18	
				Average	14	
				Below average	8	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
Appropriateness of the Plan for Lab Schools	School Wi-Fi Zone	20	Appropriateness of the utilization, delivery and installation range of access point (AP) in consideration of the dark (shadow) area of radio frequency waves	Excellent	20	<ul style="list-style-type: none"> - Lab Schools Wi-Fi zone plan on the technical proposal - Refer to the notes at the end of this evaluation table.
				Good	18	
				Average	14	
				Below average	8	
Work Plan with Local RIC Partners	Appropriateness of Cooperative Work Plan	20	Total amount of work to be allocated for the local partners	Excellent	20	<ul style="list-style-type: none"> - Cooperation work plan with RIC on the technical proposal - Refer to the notes at the end of this evaluation table
				Good	18	
				Average	14	
				Below average	8	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.2.2 e-Portal					110	
Strategy and Methodology	Overall System	10	Appropriateness of the implementation strategy and associated scheduling, analysis & development, delivery, installation, acceptance test, etc.	Excellent	10	- Detailed technical proposal for the overall component
				Good	9	
				Average	7	
				Below average	4	
	Development and Migration with Change Management Plan	20	Appropriateness of the implementation strategy and associated scheduling, analysis & development, delivery, installation, acceptance test with change management plan	Excellent	20	- Detailed technical proposal for the development and migration
				Good	18	
				Average	14	
				Below average	8	
	e-Portal Awareness Program	10	Appropriateness of the implementation strategy and associated scheduling of e-portal awareness program (to enhance registration of user groups)	Excellent	10	- Detailed technical proposal for the e-Portal awareness program
				Good	9	
				Average	7	
				Below average	4	
Appropriateness of e-Portal Equipment	Specification and Volume of e-Portal Hardware and Software	10	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	10	- Compliance list with supporting documents (Brochure or catalog with detailed specification)
				$98\% \leq x < 100\%$	9	
				$95\% \leq x < 98\%$	7	
				$x < 95\%$	4	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
Appropriateness of e-Portal System	Functional Diagram of e-Portal System	30	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	30	- Compliance list with supporting documents (Brochure or catalog with detailed specification)
				$98\% \leq x < 100\%$	27	
				$95\% \leq x < 98\%$	21	
				$x < 95\%$	12	
Related Field Experience	e-Portal Development with Open Source /Commercial Software in University or Education Fields	20	Number of e-portal sites constructed for the last five (5) years from the bid issuing date (exceeding 1 million USD only).	$x \geq 7$	20	- Certificate of e-portal construction with Open Source or Commercial Software
				$5 \leq x < 7$	18	
				$3 \leq x < 5$	14	
				$0 < x < 3$	8	
e-Portal System Demo	Appropriateness of Demo e-Portal	10	Demo e-Portal's closeness to Colombia Aprende model	Excellent	10	- Sample System (CD or URL Link) shall be provided in English - Refer to the notes at the end of this evaluation table
				Good	9	
				Average	7	
				Below Average	4	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.2.3 Content Development & Standardization					120	
Strategy and Methodology	Overall System	10	Appropriateness of the strategy and associated scheduling within time frame among sub-components	Excellent	10	- Detailed technical proposal for the overall component
				Good	9	
				Average	7	
				Below Average	4	
	Content Development Manuals and Standardization	10	Appropriateness of the strategy and associated scheduling within time frame and proper deliverables containing all the necessary information	Excellent	10	- Detailed technical proposal for the content development manuals and standardization
				Good	9	
				Average	7	
				Below Average	4	
	Content Development	10	Appropriateness of the strategy and associated scheduling of pilot project, training, quality assurance plan and change management plan	Excellent	10	- Detailed technical proposal for the content development with change management plan
				Good	9	
				Average	7	
				Below Average	4	
Curricular Analysis in Colombian Schools	Readiness of Curricular Analysis System	10	Appropriateness of the readiness of curricular analysis system in accordance with Colombian Educational System	Excellent	10	- Detailed technical proposal for the curricular analysis - Refer to the notes at the end of this evaluation table
				Good	9	
				Average	7	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
	Appropriateness of Curricular Analysis System	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	Below Average	4	- Compliance list with supporting documents (Brochure or catalog with detailed specification)
				$x \geq 100\%$	20	
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	
	Sample Demo for Curricular analysis	10	Appropriateness of demo content: hierarchic view, teaching objective, learning object, integration with LMS (Learning Management System)	Excellent	10	- Sample Curricular system (CD or URL Link) shall be provided in English - Refer to the notes at the end of this evaluation table
				Good	9	
				Average	7	
				Below Average	4	
	Work Plan with Local RICs Partners	Appropriateness of Cooperative Work Plan with Local Partners	30	Total amount of work to be allocated for the local partners	Excellent	30
Good					21	
Average					12	
Below Average					6	
Content Demo of Courseware ,unit of Learning and LO (Sample)	Appropriateness of demo content	20	Demo content's closeness to the Project model	Excellent	20	- Sample Content (CD or URL Link) shall be provided in English - Refer to the notes at the end of this evaluation table
				Good	18	
				Average	14	
				Below Average	6	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.2.4 Teacher Training					110	
Strategy and Methodology	Overall System	10	Appropriateness of the implementation strategy and associated scheduling within time frame among sub-components	Excellent	10	- Detailed technical proposal for the overall component
				Good	9	
				Average	7	
				Below Average	4	
	Teacher Training	20	Appropriateness of the implementation strategy and associated scheduling within time frame and proper deliverables containing all the necessary information	Excellent	20	- Detailed technical proposal for the teacher training
				Good	18	
				Average	14	
				Below Average	8	
	"ISST" (Information Skill Standard for Teachers)	10	Appropriateness of the implementation strategy and associated scheduling within time frame and proper deliverables containing all the necessary information	Excellent	10	- Detailed technical proposal for the ISST
				Good	9	
				Average	7	
				Below Average	4	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
Sample Manual for training	Appropriateness of Teacher Training Sample review	30	Demo content's closeness to the project model	Excellent	30	- Sample Manual (Printed or CD) - Refer to the notes at the end of this evaluation table
				Good	27	
				Average	21	
				Below Average	12	
Related Field Experience in Teacher Training	Appropriateness of the Teacher training experience	40	Number of ICT training for teachers for the last five (5) years from the bid issuing date (exceeding 100 persons only)	$x \geq 15$	40	- Certificate of Teacher Training Record issued from Secretary Education Regional Office
				$10 \leq x < 15$	36	
				$5 \leq x < 10$	28	
				$0 < x < 5$	16	
2.2.5 Additional Considerations					20	
Additional Considerations	Additional Proposals for Components that are not listed in the Bidding Documents	20	Additional warranty period, motion capture, mobile accessibility, access control system, security system, etc.	Maximum point per item	4	- For each additional consideration, a maximum point of 4 (1-4 points) can be allocated. The total score will not exceed 20 points. In case of the warranty period, each additional month will be given 0.5 point.
				No proposal	0	

2.3 Manpower Allocation Plan

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.3.1 Manpower and Project Organization					140	
Team Organization	Project Organization	20	Appropriateness of project organizational chart and manpower allocation plan in consideration of the Purchaser's stakeholders	Excellent	20	- Detailed technical proposal for the project organization chart
				Good	18	
				Average	14	
				Below Average	8	
	Role & Responsibility	10	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	Excellent	10	- Detailed technical proposal for the role and responsibilities
				Good	9	
				Average	7	
				Below Average	4	
Manpower	Project Manager (Supplier's Representative)	30	Appropriateness of manager's project implementation experience	Excellent	30	- Certificate of the project experience (participation) issued by the clients
				Good	27	
				Average	21	
				Below Average	6	
	Appropriateness of ICT Infrastructure Manpower	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	20	-Curricular Vitae for key staff members
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
	Appropriateness of e-Portal Development Manpower	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x < 95\%$	8	-Curricular Vitae for key staff members
				$x \geq 100\%$	20	
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	
	Appropriateness of Content Development Manpower	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	20	-Curricular Vitae for key staff members
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	
	Appropriateness of Teacher Training Manpower	20	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	20	-Curricular Vitae for key staff members
				$98\% \leq x < 100\%$	18	
				$95\% \leq x < 98\%$	14	
				$x < 95\%$	8	

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.3.2 Management Methodology					40	
Overall Project Plan	Concreteness of the Overall Project Plan	10	Appropriateness of the overall project plan	Excellent	10	- Detailed technical proposal for the project plan
				Good	9	
				Average	7	
				Below Average	4	
	Concreteness of the Proposed Methodology	10	Appropriateness of the proposed methodology	Excellent	10	- Detailed technical proposal for the proposed project implementation methodology
				Good	9	
				Average	7	
				Below Average	4	
Quality Control, Risk Management and Communication	Concreteness of Management System and Its Application	10	Availability of quality management system and related manuals	Excellent	10	- Detailed technical proposal for the project management
				Good	9	
				Average	7	
				Below Average	4	
	Methodology of Identification of Risks and Corresponding Activities	10	Appropriateness of methodology of identification of risks and corresponding activities	Excellent	10	- Detailed technical proposal for the risk management
				Good	9	
				Average	7	
				Below Average	4	

2.4 Warranty and Maintenance Plan

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.4.1 Warranty and Maintenance Plan					50	
Warranty & Maintenance Plan	Detailed Activity Plan on Maintenance and Operation Support	20	Appropriateness of detailed activity plan on maintenance and operation support including maintenance organization	Excellent	20	- Detailed technical proposal for the warranty and maintenance
				Good	18	
				Average	14	
				Below Average	8	
	Appropriateness of Warranty & Maintenance period	30	Degree of compliance with all the requirements and/or better proposal in comparison with specifications in the Bidding Documents	$x \geq 100\%$	30	- Compliance list - Detailed technical proposal for the warranty and maintenance
				$98\% \leq x < 100\%$	27	
				$95\% \leq x < 98\%$	21	
				$x < 95\%$	12	

2.5 Project Support Plan

Main Criteria	Evaluation Criteria	Max Score	Specific Criteria	Grade	Score	Required Documents
2.5.1 Project Support Plan					20	
Project Support Plan	Consideration for the Project Readiness Support	20	In-depth description for the consideration for the project readiness support	Excellent	20	- Detailed technical proposal for the project support plan
				Good	18	
				Average	14	
				Below Average	8	
2.5.2 Management & Sustainability Plan					30	
Management & Sustainability Plan	Consideration for Management & Sustainability Plan Including Road Map design	30	In-depth description for the consideration for the management & sustainability plan	Excellent	30	- Detailed technical proposal for the management & sustainability plan
				Good	27	
				Average	21	
				Below Average	6	

Notes

The following notes will be applied in the evaluation of the Technical Proposal Submitted by Bidders.

1. In the evaluation of ICT-related projects set forth in para. 2.1.1 (Project Experience - 5 Years), only SI (System Integration) projects will be taken into consideration for the evaluation. Simple infrastructure deployment projects will not be counted for the evaluation. The judgment for the evaluation will be made at the sole discretion of the Purchaser.
 2. In the evaluation of project experience, if a bidder (the partner in charge) or its members participated in a project as a member of association or consortium or JV (Joint Venture), the evaluation of the contract amount will be calculated in proportion to its shareholding ratio in the contract.
 3. In case that the bidder forms an association or consortium in accordance with para. ITB 6.2, the number of projects successfully completed by all participating firms will be examined, evaluated and added.
 4. For the evaluation of the financial status of the bidder who constitutes a consortium, the financial status of the leader and each member of the Joint Venture or Consortium (If apply) will be evaluated.
 5. Proposal Evaluation Committee (PEC) will verify the authenticity of submitted certificate on project experiences of bidders & JVA and in case of any fake found the corresponding bidder will be disqualified. And all the documentary evidence of related project experiences should provide the contact point such as name of persons and telephone number/email of customers/employers..
 6. The CVs of the following personnel shall be included in the Bidding Documents in addition to 3.5.6 (Project Experience of Proposed Manpower) of Section VII (Sample Forms):
 - Project Manager (Supplier's Representative)
 - ICT infrastructure Experts
 - Multimedia Content Development Experts
 - Content standardization Experts
 - Teacher training Experts
 - Curriculum analysis Experts
 - E-portal analysis & development Experts
 - Others
 7. Qualitative items will be evaluated on the following:
-

A. Excellent (100%)

- In addition to the requirements stated below under "Good," important issues are approached in an innovative and efficient way, indicating that the Supplier has understood the main issues of the assignment and have outstanding knowledge of new solutions. The proposal details ways to improve the results and the quality of the assignment by using advanced approaches, methodologies and knowledge.

B. Good (90%)

- The proposed approach is discussed in detail and methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that occur during the execution of the tasks and/or services.

C. Average (70%)

- The way to carry out the different activities of the roles and responsibilities is discussed generically. The approach is standard and not specifically tailored to the assignment. Although the approach and methodology are suitable, they do not include a discussion on how the Supplier proposes to deal with critical characteristics and specific features of the assignment.

D. Below Average (40%)

- The technical approach and/or the methodology to carry out important activities indicated in the roles and responsibilities is inappropriate or very poorly presented, indicating that the Supplier has not properly understood important aspects of the scope work.

8. The evaluation on the credit rating will be based on the following guidelines:

Item		Class A	Class B	Class C	Class D
Grade of Credit Rating	Corporate Bond	X >= A-	BBB- <= X < A-	BB- <= X < BBB-	X < BB-
	Commercial Paper	X >= A2-	A3- <= X < A2-	B0 <= X < A3-	X <= B-
	Corporate Credit Rating	X >= A-	BBB- <= X < A-	BB- <= X < BBB-	X < BB-

ANNEX B. Scoring Scheme for Price and Technical Evaluation

1. Price Evaluation

The following is a preliminary Scoring Scheme for Price Evaluation provided by the Purchaser.

Criteria	Scoring Formula
Scoring Scheme for Price Evaluation	$Score(Sp) = X \times \frac{C_{low}}{C}$
C	= Evaluated Bid Price
C_{low}	= The lowest of all Evaluated Bid Prices among responsive bids
X	= Weight for the Price (20%)
Sp	= Price Score
<i>Note: If the evaluated bid price is less than the 70% of the estimated project cost, It shall be considered as the same as the 70%.</i>	

2. Technical Evaluation

The following is a preliminary Scoring Scheme for Technical Evaluation of the responsive bidder provided by the Purchaser.

Scoring Formula	
$Score(St) = (1 - X) \times T$	
T	= Technical Score of the Evaluated Bid among responsive bids
X	= Weight for the Price (20%)
St	= Technical Score

3. Combined Score of the Bid

Combined Score of the Bid	
$Sc = Sp + St$	
Sc	= Combined Score of the Bid

SECTION III. ELIGIBLE COUNTRIES

1. In accordance with the Loan Agreement, a Bidder, and all parties constituting the Bidder, shall have the nationality of the Republic of Korea.
 2. All the Works, Goods and Related Services to be supplied under the Contract and financed by Export-Import Bank of Korea shall be procured from the Eligible Source Countries indicated as follows:
 - A. Foreign Currency Portion shall be procured from the Republic of Korea.
 - B. Local Currency Portion shall be procured and used from the Republic of Colombia.
 - C. All the Goods and Related Services to be financed out of the proceeds of the Loan shall be procured from the Eligible Source Countries, provided that a part of Goods and Services may, with the prior consent of the Export-Import Bank of Korea, be procured from the countries other than the Eligible Source Countries up to 14.2% of the total Loan Amount.
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SECTION IV. GENERAL CONDITIONS OF CONTRACT (GCC)

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General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

(a) Contract elements

- (i) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
 - (ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments to these Documents).
 - (iii) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the Form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
 - (iv) “GCC” means the General Conditions of Contract.
 - (v) “SCC” means the Special Conditions of Contract.
 - (vi) “Technical Requirements” means the Technical Requirements Section of the Bidding Documents.
 - (vii) “Implementation Schedule” means the Implementation Schedule Sub-section of the Technical Requirements.
 - viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement while the “Net Contract Price” means the price or prices without any tax, tariffs, dues, etc.
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- (ix) “Procurement Guidelines” refers to the edition specified in the SCC of the EXIM Bank Guidelines for Procurement.
 - (x) “Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the Contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the Bidding Documents reflect the Exim Bank Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.
- (b) entities
- (i) “Purchaser” means the person purchasing the Integrated System, as specified in the SCC.
 - (ii) “Project Manager” means the person appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) and named as such in the SCC to perform the duties delegated by the Purchaser.
 - (iii) “Supplier” means the person(s) whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (iv) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the Contract Agreement and approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier’s Representative) to perform the duties delegated by the Supplier.
 - (v) “Subcontractor,” including vendors, means any person to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
 - (vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement,
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appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute or difference between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 6.1 (Adjudicator).

(vii) “Bank” (also called “The Bank”) means the Export- Import Bank of Korea.

(c) scope

(i) “Integrated System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract.

(ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

(iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

(iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier’s Equipment.

(v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection,

expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

- (vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier’s bid. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
 - (vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
 - (viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
 - (ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
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- (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,
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and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xviii) “Supplier’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

(d) activities

- (i) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.
 - (ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
 - (iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
 - (iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).
 - (v) “Operational Acceptance Tests” means the tests
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specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

- (vi) “Operational Acceptance” means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).
- (e) place and time
- (i) “Purchaser’s Country” is the country named in the SCC.
 - (ii) “Supplier’s Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
 - (iii) “Project Site(s)” means the place(s) specified in the SCC for the supply and installation of the System.
 - (iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the Exim Bank as defined in the Guidelines: Procurement under the EXIM Bank.
 - (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
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Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

- (x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the System, as specified in the SCC.
 - (xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).
 - (xii) “The Post-Warranty Services Period” means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate Contract(s).
 - (xiii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.
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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.

2.2 Approval of Purchaser Procurement Decision

Subject to Procurement Guidelines, the Bank reviews the Purchaser's procurement procedures, documents, evaluations award proposals and Contracts to ensure that the procurement process is properly carried out.

3. Interpretation**3.1 Governing Language**

3.1.1 Unless the Supplier is a national of the Purchaser's Country and the Purchaser and the Supplier agree to use the national language, all Contract Documents, all correspondence, and communications to be given shall be written in the language specified in the SCC, and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents, correspondence, or communications are prepared in any language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the current Incoterms (“Incoterms 2010” or a more recent version if and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

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

3.8 Independent Supplier

The Supplier shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any Contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

3.9 Joint Venture or Consortium

If the Supplier is a Joint Venture or consortium of two or

more 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 persons to act as a leader with authority to bind the Joint Venture or Consortium. The composition or constitution of the Joint Venture or Consortium shall not be altered without the prior consent of the Purchaser.

3.10 Nonwaiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

3.11 Severability

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

3.12 Country of Origin

“Origin” means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI) to the address of the relevant party as specified in the SCC, with the following provisions.

4.1.1 Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3 Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, and certificates to be given under the Contract.

5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.

6. Settlement of Disputes

6.1 Adjudication

6.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or

termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, within fourteen (14) days after one party has notified the other in writing of the dispute or difference, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last 28 days (instead of 14), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1.

- 6.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of a dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.
 - 6.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.
 - 6.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority specified in the SCC, or, if no Appointing Authority is specified in SCC, the Contract shall, from this point onward and until the
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parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

6.2 Arbitration

6.2.1 If either the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to him or her, then either the Purchaser or the Supplier may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

6.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System

7.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation,

Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost Form of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings.

**8. Time for
Commencement
and Operational
Acceptance**

8.1 The Supplier shall commence work on the System within the period specified in the SCC, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time specified in the SCC and in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

- 9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, integrated 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. This staff must be the one the bidder has included in its proposal or any other person who accomplishes the same or better skills.
- 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 seven (7) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.
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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, payment requests, 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, payment requests, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.

9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8 Other Supplier responsibilities, if any, are as stated in the SCC.

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

10.3 The Purchaser shall be responsible for providing legal and physical access to the sites, and for providing access to all other areas reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and

- expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
- 10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
- 10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The Purchaser is responsible for performing and safely
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storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.

10.12 Other Purchaser responsibilities, if any, are as stated in the SCC.

C. PAYMENT

11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:

- (a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
- (b) in accordance with the price adjustment formula (if any) specified in the SCC.

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract.

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

12.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).

- 12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier upon acceptance by the Purchaser.
- 12.4 All payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made in the currency of the Purchaser's Country, unless otherwise specified in the SCC.
- 12.5 Unless otherwise specified in the SCC, payment of the Foreign Currency Portion of the Contract Price for Goods and Services 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 Purchaser'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. In case it is to be issued by an organization located outside the Purchaser country, the organization shall have a correspondent financial institution located in the Purchaser's country.

13.2 Advance Payment Security

13.2.1 As specified in the SCC, the Supplier shall provide a advance payment security, (if issued outside the Purchaser country, the organization shall have a correspondent financial or assurance institution located in the Purchaser's country), equal in amount and currency to the advance payment, and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The way the value of the

security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within ten (10) 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 Forms Section of the Bidding Documents, or it shall be in another form acceptable to the Purchaser. If the security is issued outside the Purchaser country, the organization shall have a correspondent financial institution located in the purchaser's country.

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 The security shall be reduced:

- (a) pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Operational Acceptance, if permitted by the Contract, on the date of such Operational Acceptance;
- (b) by the amount specified in the SCC, to reflect Operational Acceptance of the entire System, on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties 14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as

importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country shall be included in 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.
- 14.5 All the duties, taxes, levies payable in the Purchaser's country shall be detailed on the invoices, which makes integral part of the Contract. However, all the duties, taxes and levies will be borne by the Purchaser.
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D. INTELLECTUAL PROPERTY

15. Copyright

- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Purchaser's Contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC.
- 15.4 As applicable, the Purchaser's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials are specified the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC.
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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) valid throughout the territory of the Purchaser's Country (or such other territory as specified in the SCC); and
 - (iv) subject to additional restrictions (if any) as specified in the SCC.
 - (b) permit the Software to be:
 - (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
 - (ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;
 - (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the
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extent necessary to that access;

- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Purchaser may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service Contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) disclosed to, and reproduced for use by, the Purchaser and by such other persons as are specified in the SCC (and the Purchaser may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.

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

17. Confidential Information

17.1 Except if otherwise specified in the SCC, the Purchaser and the Supplier (“the Receiving Party”) shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”):

- (a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or
- (b) where the Supplier is the Receiving Party, generated by the Supplier in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser’s use of the System,

whether such information has been furnished or generated prior to, during, or following termination of the Contract

(“Confidential Information”).

17.2 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 the above:

- (a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
- (b) the Purchaser may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service Contracts; and (ii) to its affiliates and subsidiaries,

in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 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, 17.2, and 17.3 above, however, shall not apply to that information which:

- (a) now or hereafter enters the public domain through no fault of the Receiving Party;
 - (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not
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previously obtained, directly or indirectly, from the Disclosing Party;

- (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

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

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

18. Representatives 18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Purchaser on all day-to-day matters relating to the System or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the

Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

- 18.2.2 Subject to the extensions and/or limitations **specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.
- 18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1
- 18.2.4 The Supplier's Representative and staff are obliged to work closely with the Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- 18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities
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vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy of such a notice has been delivered to the Purchaser and the Project Manager.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

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

18.3 Objections and Removals

18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement.

19. Project Plan

19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.

- 19.2 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.
- 19.5 The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements.

20. Subcontracting

- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end
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of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, in the SCC, or in Appendix 3 of the Contract Agreement.

21. Design and Engineering

21.1 Technical Specifications and Drawings

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified

in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Technical Documents by the Project Manager

21.3.1 The Supplier shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The

procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute or difference occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute or difference may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 6.1.2, then the Supplier shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

21.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any

change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

**22. Procurement,
Delivery, and
Transport**

22.1 Subject to GCC Clause 14.2, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Purchaser, which consent shall not be unreasonably withheld.

22.4 Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.4.3 Unless otherwise specified in the SCC, The Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 Unless otherwise specified in the SCC, the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser and the insurance company Contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the

shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

- (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) usual transportation documents;
- (c) insurance certificate;
- (d) certificate(s) of origin; and
- (e) estimated time and point of arrival in the Purchaser's Country and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate:

- (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- (b) delivery note, railway receipt, or truck receipt;
- (c) certificate of insurance;
- (d) certificate(s) of origin; and
- (e) estimated time of arrival at the site.

22.6 Customs Clearance

- (a) The Purchaser will bear responsibility for 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.

Who the Supplier shall hire is as defined in the SCC.

- (b) At the request of the Purchaser, the Supplier will make
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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 not be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs Form in its bid.
- 23.4 During the Warranty Period, unless otherwise specified in the SCC, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no
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later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Purchaser shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

**24. Implementation,
Installation, and
Other Services**

24.1 The Supplier shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other Purchasers in the Purchaser's Country for similar services.

**25. Inspections and
Tests**

25.1 The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

25.2 The Purchaser and the Project Manager or their designated representatives shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to

all inspection agent fees, travel, and related expenses.

- 25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.
- 25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute or difference of opinion shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 6 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Purchaser in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified in the Contract), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall
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use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Purchaser put the System into production operation, as the case may be.

27. Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified in the Contract) shall be commenced by the Supplier:

- (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or
- (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Purchaser shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or Subsystem[s] if specified in the Contract), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.

At the Purchaser's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Purchaser, the Operational Acceptance Test of the System (or Subsystem[s] or major component if allowed by the SCC and/or the Technical Specifications) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or
 - (b) the Operational Acceptance Tests have not been successfully completed or have not been carried
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out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

- (c) the Purchaser has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Purchaser and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Purchaser, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a) issue an Operational Acceptance Certificate; or
- (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or

other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

(a) the Purchaser may consider terminating the Contract, pursuant to GCC Clause 41.2.2;

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If specified in the Contract, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems

pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as a whole (if specified in the Contract) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, if specified in the Contract) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems if specified in the Contract) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount

specified in the SCC (“the Maximum”). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

- 28.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.
- 28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

- 29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System’s or Subsystem’s ability to fulfill the Technical Requirements.
- 29.3 In addition, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier’s and/or SubContractor’s current product lines, (ii) they have been previously released to the market, and (iii) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified
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in the SCC.

- 29.4 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time specified in the SCC.
- 29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect or of any damage to the System arising out of or resulting from any of the following causes:
- (a) improper operation or maintenance of the System by the Purchaser;
 - (b) normal wear and tear;
 - (c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
 - (d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.
- 29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:
- (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
 - (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.
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29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Purchaser, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.

29.10 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period specified in the SCC, the Purchaser may, following notice to the Supplier, proceed to do such work or Contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Purchaser because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months,

whichever is greater.

29.13 At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser of the benefit of any warranties given by such producers or licensors to the Supplier.

30. Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Purchaser's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.

30.2 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
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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
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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 shall 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 contacted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
- (b) to the extent that any claim of infringement caused by the alteration, by the Supplier, or any persons Contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons Contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the

Purchaser for all reasonable expenses incurred in so doing.

33. Limitation of Liability

- 33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34. Transfer of Ownership

- 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.
- 34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35. Care of the System

- 35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or
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subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

- (a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
- (b) any use not in accordance with the Contract, by the Purchaser or any third party ;
- (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or

omissions of the Supplier, its employees, or subcontractors.

**36. Loss of or
Damage to
Property;
Accident or
Injury to
Workers;
Indemnification**

- 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Purchaser's Country.
- 36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its Contractors, employees, officers, or agents.
- 36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 36.4 The Supplier shall indemnify and hold harmless the Purchaser 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 Purchaser 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 Purchaser.

- 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
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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 Integrated System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser’s Country, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Other Insurance (if any), as specified in the SCC.

37.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect

adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38. Force Majeure

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
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- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- (f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- (a) constitute a default or breach of the Contract;
- (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance;

if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies

and related Services in accordance with GCC Clause 23 (Product Upgrades).

- 39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.
- 39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.
- 39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms Section in the Bidding Documents.
- 39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Purchaser

- 39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:
- (a) brief description of the Change;
 - (b) impact on the Time for Achieving Operational Acceptance;
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- (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 ten (10) 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 ten (10) 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 ten (10) 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, except that the words "Change Proposal" shall be read, for the purposes of this GCC Clause 39.3.1 as "Application for Change Proposal." However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

40. Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the System as provided in GCC Clause 39 (Change in the Integrated System);
- (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- (c) default of the Purchaser; or
- (d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving

Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 6.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41. Termination

41.1 Termination for Purchaser's Convenience

41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
 - (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;
 - (c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
 - (d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
 - (i) deliver to the Purchaser the parts of the
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System executed by the Supplier up to the date of termination;

- (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Purchaser shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
 - (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;
 - (c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
 - (d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and
 - (e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.
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41.2 Termination for Supplier's Default

41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Supplier, referring to this GCC Clause 41.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

For the purposes of this Clause:

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

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

deprive the Purchaser of the benefits of free and open competition.

41.2.2 If the Supplier:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the System promptly;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed and Finalized Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;
 - (c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;
 - (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
 - (e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.
- 41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.
- 41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.
- 41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the
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reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

- (a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the SCC, or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- (b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay

the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

- 41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.
- 41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:
- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
 - (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);
 - (c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
 - (d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
 - (i) deliver to the Purchaser the parts of the System executed by the Supplier up to the
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date of termination;

- (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;
- (iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid pursuant to the SCC.

42. Assignment

42.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

SECTION V. SPECIAL CONDITIONS OF CONTRACT (SCC)

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Special Conditions of Contract

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

A. CONTRACT AND INTERPRETATION

1. Definitions (GCC Clause 1)

GCC 1.1 (a) (x)	The applicable edition of the EXIM Bank of Korea Guidelines: Guidelines for Procurement under EDCF Loans is dated March 2005.
GCC 1.1 (b) (i)	The Purchaser is: The Ministry of Education of Colombia (MOE).
GCC 1.1 (b) (ii)	The Project Manager: Mr. Hector Jaime Rendon Osorio
GCC 1.1 (e) (i)	The Purchaser's Country is: The Republic of Colombia.
GCC 1.1 (e) (iii)	The Project Site(s) are: 1 NIC, 5 RIC and 50 Lab Schools specified in the Section VI. Technical Requirements.
GCC 1.1 (e) (x)	The Contract shall continue in force until the Integrated System and all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
GCC 1.1. (e) (xii)	The Post-Warranty Services Period: Not Applicable.

2. Contract Documents (GCC Clause 2)

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

GCC 3.1.1	The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract not otherwise specified in the Technical Requirements shall be: English.
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4. Notices (GCC Clause 4)

GCC 4.1	Notices shall be delivered to the above named person at:
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	<p>Name: Maria Fernanda Campo Saavedra Title: Minister of Education Organization: Ministry of Education Street Address: Calle 43 No. 57-14, Bogota City/State/Zip: Bogota, Cundinamarca, 571 Phone: 57 1 22 22 800 Ext. 1709 Fax: 57 1 222 4953</p>
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5. Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: Republic of Colombia.
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6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.4	The Appointing Authority for the Adjudicator is to be defined.
GCC 6.2.3	<p>The following rules of procedure for Mediation and Arbitration proceedings shall be applied:</p> <p>In the event the parties are unable to resolve any dispute, controversy, or claim by amicable arrangement within the time period specified in GCC 6.1.1, then all parties agree to submit such dispute, controversy, or claim to final and exclusive settlement by binding arbitration conducted by the International Chamber of Commerce, pursuant to its rules, in a third country other than the countries of the Purchaser and the Supplier. Such arbitration shall be conducted in English.</p> <p>The tribunal shall consist of three arbitrators confirmed by the International Chamber of Commerce. The Purchaser shall name one arbitrator, the Supplier shall name another arbitrator, and the third arbitrator shall be appointed by the International Chamber of Commerce. The arbitrators shall have a command of the English language and shall not be affiliated with the parties in any way. The parties agree that any arbitration award shall be enforceable by any court having jurisdiction over the party or parties against which the award has been rendered.</p>

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below:
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	One (1) year for other hardware and software beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Supplier 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.
--	---

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

GCC 8.1	The Supplier shall commence work on the System within: fifteen (15) days from the Effective Date of the Contract.
GCC 8.2	Operational Acceptance will occur on or before: The Operational Acceptance Date described in the Implementation Schedule in Section VI, Technical Requirements.

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.8	The Supplier shall have the following additional responsibilities: Refer to the Technical Requirements
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10. Purchaser's Responsibilities (GCC Clause 10)

GCC 10.12	The Purchaser shall have the following additional responsibilities: <ul style="list-style-type: none"> - Selections of lab schools where connection to Internet can be minimum 2 Mbps (Satellite connection exclude); - Guaranteeing NIC & RIC to provide space and to perform related construction; - NIC & RIC Operational expenditures; and - Other responsibilities that may be needed in the implementation of the Project.
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C. PAYMENT

11. Contract Price (GCC Clause 11)

GCC 11.2	The Contract Price shall be stated in USD.
GCC 11.2 (b)	Adjustments to the Contract Price shall be as follows: none

12. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment) and the approval of the Consultant for each task (or activity) performed by the Supplier, the Purchaser shall pay the Net Contract Price to the Supplier in the manner specified below and in accordance with the Disbursement Procedures under the EDCF Loan. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement and subject to the approval of the EXIM Bank of Korea.</p> <p>Net prices for each item, all taxes, duties and levies paid in the Purchaser's country shall be detailed in the invoices</p> <p>The disbursement for each year starting from the Effective Date of the Contract shall not exceed the following figures, neither the Colombian Government Budget amount nor the Loan Resources:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">EDCF Loan</th> <th style="text-align: center;">Colombian Government Budget</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Year 1</td> <td style="text-align: center;">USD\$ 5,093,578</td> <td style="text-align: center;">USD\$1,198,394</td> </tr> <tr> <td style="text-align: center;">Year 2</td> <td style="text-align: center;">USD\$ 17,262,756</td> <td style="text-align: center;">USD\$4,516,179</td> </tr> <tr> <td style="text-align: center;">Year 3</td> <td style="text-align: center;">USD\$ 4,814,882</td> <td style="text-align: center;">USD\$1,700,799</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">USD\$27,171,216</td> <td style="text-align: center;">USD\$7,415,372</td> </tr> </tbody> </table> <p>The payment specified above was calculated considering the estimated price of the Contract, not the final price of the Contract.</p> <p>The formats given in the Sample Forms shall be used by the Supplier to provide appropriate information:</p> <p>(a) Advance Payment:</p> <p style="padding-left: 40px;">In first Year (2012), the Purchaser will pay the Supplier an advance payment that shall not exceed 25% from the Contract Price or 18.75% from the EDCF Loan and 16.16% from the Colombian Government Budget. This advance payment shall be paid when the supplier deliver a detailed bill describing which is the amount to be paid with loan resources (goods and/or services) and the amount to be paid with Colombian</p>	Year	EDCF Loan	Colombian Government Budget	Year 1	USD\$ 5,093,578	USD\$1,198,394	Year 2	USD\$ 17,262,756	USD\$4,516,179	Year 3	USD\$ 4,814,882	USD\$1,700,799	TOTAL	USD\$27,171,216	USD\$7,415,372
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TOTAL	USD\$27,171,216	USD\$7,415,372														

	<p>Government Budget (taxes, duties and levies). This bill shall be accompanied by the Advance Payment Security specified in GCC Clause 13.2.</p> <p>For each item related to the Contract, the payments will be as follows:</p> <p>(b) ICT Infrastructure / e-Portal Hardware / Lab Schools:</p> <p>fifty percent (50%) of the Contract Price for this item shall be paid on the completion of Delivery; and</p> <p>twenty five percent (25%) of the Contract Price for this item shall be paid on the completion of Installation & Operational Acceptance.</p> <p>(c) e-Portal development:</p> <p>i) For development & deployment (migration):</p> <p>twenty percent (20%) of the Contract Price for this item shall be paid on the completion of the submission of the Analysis report; and</p> <p>thirty five percent (35%) of the Contract Price for this item shall be paid on the completion of Implementation & test; and</p> <p>twenty percent (20%) of the Contract Price for this item shall be paid on the completion of Operational Acceptance.</p> <p>ii) For e-Portal awareness program:</p> <p>seventy five percent (75%) of the Contract Price for this item shall be paid on the completion of submission of the Planning report.</p> <p>(d) Content development:</p> <p>i) For Content development manual & standardization:</p> <p>fifty percent (50%) of the Contract Price for this item shall be paid on the completion of the submission of the data and manual; and</p> <p>twenty five percent (25%) of the Contract Price for this item shall be paid on the completion of the acceptance of the data and manual.</p> <p>ii) For Content development:</p> <p>thirty five percent (35%) of the Contract Price for this item</p>
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	<p>shall be paid on the completion of the commencement of the pilot project; and</p> <p>forty percent (40%) of the Contract Price for this item shall be paid on the completion of the commencement of the content development by RIC.</p> <p>(e) Teacher Training:</p> <p>i) For Teacher training manual & ISST:</p> <p>fifty percent (50%) of the Contract Price for this item shall be paid on the completion of the submission of the data and manual; and</p> <p>twenty five percent (25%) of the Contract Price for this item shall be paid on the completion of the acceptance of the data and manual.</p> <p>ii) For Teacher training:</p> <p>thirty five percent (35%) of the Contract Price for this item shall be paid on the completion of the commencement of the Master Teacher training; and</p> <p>forty percent (40%) of the Contract Price for this item shall be paid on the completion of the commencement of the Leader Teacher training.</p> <p>(f) Project Management except the Site Visit:</p> <p>seventy five percent (75%) of the Contract Price for the services performed shall be paid quarterly in arrears, on submission and Purchaser's approval of invoices.</p> <p>(g) Others:</p> <p>For other portions that are not listed above, seventy five (75%) of the Contract Price for this item shall be paid upon consultation with the Purchaser.</p> <p>(h) Final Payment:</p> <p>The remaining balance will be paid on the completion of Operational Acceptance Tests of the System as a complete, integrated system.</p> <p>(i) Consultation prior to a payment request :</p> <p>The amount of the all Payment shall be consulted with the</p>
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	<p>Purchaser prior to each payment request.</p> <p>The invoices shall detail the values of goods and services charged in a way, so that the values to be paid with loan resources or local budget can be easily established.</p> <p>All taxes, duties and levies shall be separately specified in the invoices.</p>
GCC 12.4	<p>(a) Consultation prior to payment requests: The amount of the all Payment shall be consulted with the Purchaser prior to each payment request.</p> <p>(b) The invoices shall detail the values of goods and services charged in a way, so that the values to be paid with loan resources or local budget can be easily established. All taxes, duties and levies shall be separately specified in the invoices. The Supplier shall pay from the Local Currency Portion of the EDCF Loan to the central RIC at least USD\$ 1,263,000 and each RIC (there are total of 4 RIC) at least USD\$ 947,600 (total amount: USD\$ 5,054,000) to jointly develop content and train teachers and conduct related works for the operation of the Project.</p>
GCC 12.5	<p>Payment for Goods and Services supplied from outside the Purchaser's Country shall be made through an irrevocable letter of credit and/or direct payment procedure as described in Article IV of Disbursement Procedures under the EDCF Loan.</p>

13. Securities (GCC Clause 13)

GCC 13.2.1	<p>The Supplier shall provide within ten (10) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC Clause 12 above.</p>
GCC 13.2.2	<p>The reduction in value and expiration of the Advance Payment Security are calculated as follows:</p> <p>“$P \cdot a / (100 - a)$, where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC 12.1.”</p>
GCC 13.3.1	<p>The Performance Security shall be denominated in US Dollars for an amount equal to ten (10) percentage of the Contract Price.</p>
GCC 13.3.4 (b)	<p>During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to two and a</p>

	half percentage (2.5%) of the Contract Price.
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14. Taxes and Duties (GCC Clause 14)

GCC 14.2	There are no Special Conditions of Contract applicable to GCC Clause 14. All taxes, duties, and levies imposed in the Republic of Colombia on goods and services provided by the Supplier under the EDCF Loan Agreement for the Project shall be covered by the local portion financed by the Government of Colombia.
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D. INTELLECTUAL PROPERTY

15. Copyright (GCC Clause 15)

GCC 15.3	The Purchaser may assign, license, or otherwise voluntarily transfer its Contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: None.
GCC 15.5	No software escrow Contract is required for the execution of the Contract.

16. Software license Agreements (GCC Clause 16)

GCC 16.1 (a) (iii)	The Standard Software license shall be valid throughout the territory of the Purchaser's Country.
GCC 16.1 (a) (iv)	Use of the software shall be subject to the following additional restrictions: none.
GCC 16.1 (b) (ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine.
GCC 16.1 (b) (vi)	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service Contracts, subject to the same restrictions set forth in this Contract.
GCC 16.1 (b) (vii)	In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, all the government organization of the Republic of Colombia, subject to the

	same restrictions as are set forth in this Contract.
GCC 16.2	<p>The Supplier's right to audit the Standard Software will be subject to the following terms:</p> <p>The Purchaser will make available to the Supplier within fourteen (14) days of a written request accurate and up-to-date record of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate the use of the Standard Software as per the license agreement.</p>

17. Confidential Information (GCC Clause 17)

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

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

18. Representatives (GCC Clause 18)

GCC 18.1	The Purchaser's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Purchaser in matters relating to the Contract: no additional powers or limitations.
GCC 18.2.2	The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract: "no additional powers or limitations."

19. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> (a) Project Organization and Management Plan; (b) Delivery and Installation Plan (c) Custom Software Development Plan
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	<ul style="list-style-type: none"> (d) Training Plan (e) Operational Acceptance Testing Plan (f) Maintenance & Warranty Service Plan (g) Task, Time, and Resource Schedules (h) Technical Support Plan (if applicable) (i) Other necessary subjects
GCC 19.2	<p>Within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Purchaser. The Purchaser shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Purchaser. The Purchaser shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Purchaser and the Supplier.</p>
GCC 19.5	<p>The Supplier shall submit to the Purchaser the following reports:</p> <ul style="list-style-type: none"> (a) Monthly (Quarterly) progress reports, summarizing: <ul style="list-style-type: none"> (i) results accomplished during the prior period; (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan; (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule; (iv) other issues and outstanding problems; proposed actions to be taken; (v) resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period; (vi) other issues or potential problems the Supplier foresees that could impact on project progress

	and/or effectiveness. (b) Other reports specified in the Technical Requirements.
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20. Subcontracting (GCC Clause 20)

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

GCC 21.2	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date as specified in the GCC.
GCC 21.3.1	<p>The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents.</p> <ul style="list-style-type: none"> (a) List of all Hardware and Software to be installed (b) Detailed Bill of Materials (c) Human Resources to be engaged (d) Delivery and Installation plan (e) Custom Software Development plan (f) Test plan for H/W and S/W (g) Quality assurance and quality control plan (h) Acceptance Test Plan (i) Teachers Training plan (j) Training plan other than Teachers Training

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

GCC 22.5	The Supplier shall provide the Purchaser with shipping and other documents as specified in the GCC.
GCC 22.6(a)	The Supplier shall hire a customs intermediation society (SIA, Sociedad Intermediacion Aduanera) in Colombia to assist them for all the customs related work. The Purchaser will bear responsibility for customs clearance, however the customs clearance payments shall be done in accordance to Loan Agreement.

23. Product Upgrades (GCC Clause 23)

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

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

GCC 25	There are several inspections: Inspection before shipment, Provisional Acceptance Test, Final Acceptance Test, Operational Acceptance Test. These are described in the Section VI. Technical Requirements A.4.2.e.
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26. Installation of the System (GCC Clause 26)

GCC 26	There are no Special Conditions of Contract applicable to GCC Clause 26.
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27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	Operational Acceptance Test shall be conducted in accordance with the System or the Subsystems, the tests, the test procedures, and the required results for acceptance as will be specified in the Project Plan. The Supplier will conduct Operational Acceptance Test in the presence of the Purchaser or the Purchaser's authorized representative.
GCC 27.2.2	If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within thirty (30) days from the date of Installation or any other period agreed upon by the Purchaser and the Supplier, then GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	Liquidated damages shall be assessed at half of one percent (0.5%) per week. The maximum liquidated damages are ten percent (10%) of the Contract Price, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.
GCC 28.3	Liquidated damages shall be assessed only with respect to achieving Operational Acceptance.

29. Defect Liability (GCC Clause 29)

GCC 29.1	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: None.
GCC 29.4	<p>The Warranty Period (N) shall begin from the date of Operational Acceptance of the System and extend for twelve (12) months for all hardware(including computer peripherals), and software.</p> <p>All charges with regard to the supply of spare parts, labor, travel, per diem and accommodation to supplier's staff etc. shall be borne by the Supplier during the Warranty Period.</p> <p>The Supplier shall nominate a representative or authorized representative, registered in the Republic of Colombia or make agreement with local company for installation, repair and maintenance of equipment during the Warranty Period. During the Warranty Period, the Supplier shall provide on-site(visit to the project schools) maintenance, with such response time as specified in GCC 29.10.</p>
GCC 29.9	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within five (5) days of notification.

30. Functional Guarantees (GCC Clause 30)

GCC 30	There are no Special Conditions of Contract applicable to GCC Clause 30.
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31. Intellectual Property Rights Warranty (GCC Clause 31)

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

GCC 32	There are no Special Conditions of Contract applicable to GCC Clause 32.
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33. Limitation of Liability (GCC Clause 33)

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

34. Transfer of Ownership (GCC Clause 34)

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

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

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

GCC 37.1 (c)	Third-Party Liability Insurance should be covered from the Effective Date of the Contract until the Project Completion Date.
GCC 37.1 (e)	There are no Special Conditions of Contract applicable to GCC Clause 37.

38. Force Majeure (GCC Clause 38)

GCC 38	There are no Special Conditions of Contract applicable to GCC Clause 38.
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H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System (GCC Clause 39)

GCC 39	There are no Special Conditions of Contract applicable to GCC Clause 39.
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40. Extension of Time for Achieving Operational Acceptance (GCC Clause 40)

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

GCC 41	There are no Special Conditions of Contract applicable to GCC Clause 41.
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42. Assignment (GCC Clause 42)

GCC 42	There are no Special Conditions of Contract applicable to GCC Clause 42.
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SECTION VI. TECHNICAL REQUIREMENTS
(INCLUDING IMPLEMENTATION SCHEDULE)

Attached separately.

SECTION VII. SAMPLE FORMS

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1. BID SUBMISSION FORM

1.1. Technical Proposal Submission Form

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

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

Invitation for Bid No.: *[insert No of IFB]*

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

To: *Ministerio de Educacion Nacional*

Calle 43 No. 57-14, Bogotá - Colombia

City/State/Zip: Bogota, Cundinamarca, 571

Phone: 57 1 22 22 800 Ext. 1709

Fax: 57 1 222 4953

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
 - (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
 - (c) Our bid shall be valid for the period of time specified in ITB 20.1, from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (d) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 43 and GCC 17 for the due performance of the Contract;
-

- (e) We, including any Subcontractors or Supplier/Contractor for any part of the Contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each Subcontractor and Supplier/Contractor]*;
- (f) We have no conflict of interest in accordance with ITB 4.2;
- (g) Our firm, its affiliates or subsidiaries - including any Subcontractors or Supplier/Contractor for any part of the Contract - has not been declared ineligible by the Export-Import Bank of, under the Purchaser's country laws or official regulations, in accordance with ITB 4.3;
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

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

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

1.2. Price Proposal Submission Form

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

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

Invitation for Bid No.: *[insert No of IFB]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

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

- (e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of*
-

each Recipient, 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.”)

- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

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

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

Bid Table of Contents and Checklist

Note: Purchasers should expand and modify (as appropriate) the following table to reflect the required elements of the Bidder's bid. As the following note to Bidders explains, it is in both the Purchaser's and Bidder's interest to provide this table and accurately fill it out.

Note: Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid as described in ITB Clauses 13.1 and 16, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Purchaser's bid evaluation process.

(Sample)

Item	Present (Y/N)	Page No.
1. Bid Submission (1) Technical Proposal Submission (2) Price Proposal Submission		
2. Price Schedules (1) Price Summary of the Bid (2) Unit price of ICT Education Capability equipment (3) Supply and Installation cost summary table (4) Country of Origin Code Table		
3. Bid-Securing Declaration / Bid-Security (if and as required)		
4. Bond for Spares(if any)		
5. Joint Venture Summary(if any)		
6. Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB 6.2)		
7. Manufacturer's Authorizations		
8. Bidder's General Information		
9. Financial Capabilities		
10. Project Experience Record		
11. Brochure/Catalog for ICT Education System		

Item	Present (Y/N)	Page No.
12. Technical Responsive Checklist		
13. Reference Table of Major/Minor Deviation		
<p>14. Project Implementation & Management Plan</p> <p>Note: 1) Refer to SECTION VI Technical Requirement, E Required Format of Technical Bids Clauses</p> <p>2) The followings are included in the Technical Proposals.</p> <p>(1) ICT Infrastructure Construction</p> <p style="padding-left: 20px;">(a) Schedule of ICT Infrastructure</p> <p style="padding-left: 20px;">(b) Cooperation Plan with RICs</p> <p style="padding-left: 20px;">(c) Lab schools Installation</p> <p>(2) Supply and Installation of ICT Education Equipment</p> <p style="padding-left: 20px;">(a) Delivery Shipment, Installation and testing</p> <p style="padding-left: 20px;">(b) Cooperation plan with RICs</p> <p>(3) Development of e-portal</p> <p style="padding-left: 20px;">(a) Understanding and analysis</p> <p style="padding-left: 20px;">(b) Development and testing</p> <p style="padding-left: 20px;">(c) Legacy system migration</p> <p style="padding-left: 20px;">(d) Implementation plan</p> <p>(4) Development of content & teacher training</p> <p style="padding-left: 20px;">(a) Understanding of the proposed system, approach method</p> <p style="padding-left: 20px;">(b) Development & Implementation schedule</p> <p style="padding-left: 20px;">(c) Cooperation plan with RICs</p> <p>(5) Warranty service and Maintenance plan</p>		
<p>15. Project Manpower (CV)</p> <p>(1) Project Manager</p> <p>(2) Team Member</p> <p>(3) Others</p>		

2. PRICE SCHEDULE FORMS

Note: in integrated systems procurement, the Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to the physical delivery of technology.

2.1 Preamble

Note: Purchasers should highlight any special requirements of the System and Contract in a Preamble to the Price Schedules. The following is an example of one such preamble.

General

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

- 2.2 Price Summary of the Bid
- 2.3 Unit Price of ICT Integrated System
- 2.4 Country of Origin Code Table
- 2.5 Supply and Installation Cost Sub- Table
- 2.6 Recurrent Cost Sub- 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 Clause 14 and 15. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB Clause 26.2 .
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7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (IS1STG SBD) or ITB Clause 28.1 (IS2STG SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.
-

2.2 Price Summary of the Bid

Unit: USD

No.	Name of Items		Price for Local Portion	Price for Foreign Portion		Total Price
				Korea	The 3 rd Country	
	A. Infrastructure					
1	NIC	e-Portal Hardware				
		NIC Operation Office				
	Sub Total					
2	RIC	Server and Storage System(Total 5 System)				
		RIC Operation Office(Total 5 Office)				
		Multimedia Studio(Total 5 Studio)				
		Content Development and Research Office(Total 5 Office)				
		Multimedia Classroom(Central RIC : Total 2 Rooms)				
		Multimedia Classroom (4 RIC : Total 8 Rooms)				
		General Classroom(Central RIC : Total 2 Rooms)				
		General Classroom(4 RIC : Total 8 Rooms)				
		RIC Security System(Total 5 System)				
	Sub Total					
3	Transportation					
	Sub Total					
	Total					

	B. e-Portal				
1	Development				
2	Publication & Distribution				
3	Deployment				
4	Help Desk				
5	Lab School				
	Total				
	C. Content Development and Management				
1	Content Development & Operation Manual				
2	Content Development				
3	Content Standardization Method Development				
	Total				
	D. Teacher Training				
1	ICT Teachers' Training Program & Materials				
2	ICT Competency Evaluation standards for Teachers				
3	Leader Teachers Training				
	Total				
	E. Project Implementation Service				
1	Site Survey				
2	Project Implementation Manager				
	Total				

Grand Total					

In Words: USD _____ only.

Name of Bidder:		
Authorized Signature of Bidder:		

2.3 Unit Price of ICT Integrated System

2.3.1. NIC

1) NIC Overall

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	e-Portal Hardware	Set	1		
2	NIC Operation Office H/W and S/W	Set	1		
	NIC Operation Office Interior	Set	1		

2) e-Portal Hardware

(1) e-Portal H/W and S/W

No	Equipment	Unit	Q'ty	Unit Price	Total Price
1	Web Server for users and administrator	Set	3		
2	WAS Server	Set	2		
3	LMS Server	Set	1		
4	DB Server	Set	2		
5	LDAP Server	Set	2		
6	Content and Uploading Server	Set	1		
7	Search Engine Server	Set	1		
8	CMS Server	Set	1		
9	Media Server with VoD Transcoding	Set	1		
10	SMS Server	Set	1		
11	DBMS Server for Digital Repository System	Set	1		
12	Web Analytic Server & Reporting Server	Set	2		
13	Backup Server	Set	1		

14	Backup Device	Set	1		
15	SAN Switch	Set	2		
16	SAN Storage	Set	1		
17	NAS Storage	Set	1		
18	Monitoring PC	Set	1		
19	L4 Switch	Set	2		
20	Backbone Switch	Set	2		
21	Workgroup Switch	Set	2		
22	RACK	Set	5		

3) NIC Operation Office

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price	
1	Operator Computer	Set	13			
2	Digital Copier	Set	1			
3	Multi Function Color Printer	Set	1			
4	UPS for PC	Set	13			
5	Video Projector & Screen	Set	1			
6	DAS/NAS Storage for RIC content backup	Set	1			
7	Consumables & Stationery	Toner for Multifunction Color Printer (Black)	EA	5		
		Toner for Multifunction Color Printer (Yellow)	EA	5		
		Toner for Multifunction Color Printer (Magenta)	EA	5		
		Toner for Multifunction Color Printer (Cyan)	EA	5		
		Toner for Digital Copier (Black)	EA	3		
		Toner for Digital Copier (Yellow)	EA	3		

		Toner for Digital Copier (Magenta)	EA	3		
		Toner for Digital Copier (Cyan)	EA	3		
8	Software		Set	13		
9	Workgroup Switch		Set	1		
10	Power & Network Cabling		Set	1		

- Interior

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Furniture	Set	1		
2	Interior	Set	1		

2.3.2. RIC

1) RIC Overall

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Server and Storage System	Set	5		
2	RIC Operation Office	H/W and S/W	Set	5	
		Interior	Set	5	
3	Multimedia Studio	H/W and S/W	Set	5	
		Studio Soundproof Construction	Set	5	
4	Content Development and Research Office	H/W and S/W	Set	5	
		Interior	Set	5	
5	Multimedia Classroom (Central RIC)	H/W and S/W	Set	2	
		Interior	Set	2	
6	Multimedia Classroom (4 RIC)	H/W and S/W	Set	8	
		Interior	Set	8	

7	General Classroom (Central RIC)	H/W and S/W	Set	2		
		Interior	Set	2		
8	General Classroom (4 RIC)	H/W and S/W	Set	8		
		Interior	Set	8		
9	RIC Security System		Set	5		

2) Server and Storage system

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Test Server	Set	1		
2	Digital Resource Management Server	Set	1		
3	DAS/NAS Storage	Set	1		
4	Workgroup Switch	Set	7		
5	Rack	Set	1		

3) RIC Operation Office

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price	
1	Operator Computer	Set	7			
2	Digital Copier	Set	1			
3	Multi Function Color Printer	Set	1			
4	Consumables & Stationery	Toner for Multifunction Color Printer (Black)	EA	3		
		Toner for Multifunction Color Printer (Yellow)	EA	3		
		Toner for Multifunction Color Printer (Magenta)	EA	3		
		Toner for Multifunction Color Printer (Cyan)	EA	3		
		Toner for Digital Copier (Black)	EA	2		
		Toner for Digital Copier	EA	2		

	(Yellow)				
	Toner for Digital Copier (Magenta)	EA	2		
	Toner for Digital Copier (Cyan)	EA	2		
5	UPS for PC	Set	7		
6	Video Projector & Screen	Set	1		
7	Software	Set	7		
8	Power & Network Cabling	Set	1		

- Interior

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Furniture	Set	1		
2	Interior	Set	1		

4) Multimedia Studio

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	HD Camera System	Set	2		
2	CCU for HD Camera System	Set	1		
3	W/L Microphone System for HD Camera	Set	1		
4	Boom Microphone System	Set	1		
5	Tripod System for HD Camera with Prompter	Set	1		
	Tripod System for HD Camera only	Set	1		
6	Studio LED Line Monitor	Set	1		
7	Studio Monitor Speaker	Set	2		
8	Prompter	Set	1		
9	Notebook for Prompter	Set	1		
10	HD Switcher	Set	1		
11	Digital Video Deck	Set	2		

12	2D/3D Non-Linear Editing System	Set	1		
13	LCD Multi-view Monitor	Set	1		
14	PGM Monitor	Set	1		
15	HDV VTR	Set	1		
16	Sync Generator	Set	1		
17	Brue Ray Player	Set	1		
18	HD-SDI Router	Set	1		
19	Audio Distribution AMP	Set	1		
20	Interactive Display Board	Set	1		
21	Audio Mixer	Set	1		
22	Control Room Monitor Speaker	Set	2		
23	Wired Microphone	Set	2		
	Gooseneck Microphone	Set	1		
24	W/L Microphone	Set	2		
25	Headphone	Set	1		
26	Network Switch	Set	1		
27	Intercom System	Set	1		
28	Back-up System	Set	1		
29	On Air Lamp	Set	2		
30	UPS	Set	2		
31	Chroma key Screen	Set	1		
32	Console Desk	Set	1		
33	NLE Desk	Set	1		
34	Power Distributer	Set	2		
35	System Rack	Set	1		

- Studio Soundproof Construction

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Soundproof Interior	Set	1		
2	Power Cabling and Installation	Set	1		

3	Studio Lighting	Set	1		
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5) Content Development and Research Office

- H/W and S/W

No	Name of Items		Unit	Q'ty	Unit Price	Total Price
1	Operator Computer		Set	10		
2	Multi Function Color Printer		Set	2		
3	UPS for PC		Set	10		
4	Digital Copier		Set	1		
5	Digital Camera		Set	2		
6	HD Camcorder		Set	2		
7	Video Projector & Screen		Set	1		
8	Consumables & Stationery	Toner for Multifunction Color Printer (Black)	EA	5		
		Toner for Multifunction Color Printer (Yellow)	EA	5		
		Toner for Multifunction Color Printer (Magenta)	EA	5		
		Toner for Multifunction Color Printer (Cyan)	EA	5		
		Toner for Digital Copier (Black)	EA	3		
		Toner for Digital Copier (Yellow)	EA	3		
		Toner for Digital Copier (Magenta)	EA	3		
		Toner for Digital Copier (Cyan)	EA	3		
9	CD/DVD Duplicator		Set	1		
10	CD/DVD Printer		Set	1		
11	DAS /NAS Storage for RIC content backup		Set	1		
12	Software	MS-Office, Office	Set	10		

	University 2010				
	Creative Suite 6 Design & Web Premium Student and Teacher Edition	Set	2		
	Creative Suite 6 Production Premium Student and Teacher Edition	Set	2		
	Creative Suite 6 Master Collection Student and Teacher Edition	Set	2		
	Autodesk 3D Max Design 2013, Subscription (1 year)	Set	1		
	Corel painter 12	Set	2		
	CorelDRAW Graphics Suite X6	Set	2		
	Sound Forge Pro 10	Set	2		
13	Blank DVD	Set	4,000		
14	Power & Network Cabling	Set	1		

- Interior

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Furniture	Set	1		
2	Interior	Set	1		

6) Multimedia Classroom

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
	A. Electronic Desk Board				
1	PC for Trainer	Set	1		
2	PC for Trainee(Central RIC: 30Set)	Set	25		
3	Multi Function Color Printer	Set	2		

4	Software(Central RIC: 31Set)	Set	26		
5	e-Podium	Set	1		
6	Interactive Display Board	Set	1		
	B. Audio System				
1	Wireless Microphone	Set	2		
2	Wired Microphone	Set	2		
3	DSP Mixer	Set	1		
4	Ceiling Speaker	Set	8		
	C. Video System				
1	HD Matrix Switcher	Set	1		
2	Visual Presenter	Set	1		
3	Video Conference System	Set	1		
4	Camera	Set	2		
5	Motion Detection Camera System	Set	1		
6	Monitor	Set	2		
	D. Classroom Control				
1	Controller	Set	1		
2	Lecture Touch Control Panel	Set	1		
3	Wireless Touch Panel	Set	1		
4	iPad License	Set	1		
5	Program Fee	Set	1		
6	Classroom Management S/W	Set	1		
	E. Miscellaneous				
1	UPS	Set	1		
2	UPS for PC(Central RIC: 31Set)	Set	26		
3	Rack	Set	1		
4	Power & Network Cabling	Set	1		

- Interior

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
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1	Furniture	Set	1		
2	Interior	Set	1		

7) General Classroom

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
	A. Electronic Desk Board				
1	PC for Trainer	Set	1		
2	PC for Trainee(Central RIC: 15Set)	Set	13		
3	Multi Function Color Printer	Set	2		
4	Software(Central RIC: 16Set)	Set	14		
5	e-Podium	Set	1		
6	Video Projector and Screen	Set	1		
	B. Audio System				
1	Wireless Microphone	Set	2		
2	Wired Microphone	Set	2		
3	DSP Mixer	Set	1		
4	Ceiling Speaker	Set	8		
	C. Video System				
1	HD Matrix Switcher	Set	1		
2	Visual Presenter	Set	1		
	D. Classroom Control				
1	Controller	Set	1		
2	Lecture Touch Control Panel	Set	1		
3	Wireless Touch Panel	Set	1		
4	iPad License	Set	1		
5	Program Fee	Set	1		
6	Classroom Management S/W	Set	1		
	E. Miscellaneous				
1	UPS	Set	1		

2	UPS for PC(Central RIC: 16Set)	Set	14		
3	Rack	Set	1		
4	Power & Network Cabling	Set	1		

- Interior

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Furniture	Set	1		
2	Interior	Set	1		

8) RIC Security System

- H/D and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	Camera	Set	10		
2	Motion Detection Sensor	Set	1		
3	DVR	Set	1		
4	UPS	Set	1		
5	Rack	Set	1		

2.3.3. Lab School

- H/W and S/W

No	Name of Items	Unit	Q'ty	Unit Price	Total Price
1	F/W	Set	50		
2	Network Switch	Set	50		
3	Proxy Server	Set	50		
4	Access Point (WiFi)	Set	300		
5	Notebook	Set	1100		
6	Software	Set	1100		
7	Multi Function Printer	Set	100		
8	Toner	Toner for Multifunction Color Printer (Black)	EA	300	
		Toner for Multifunction	EA	300	

		Color Printer (Yellow)				
		Toner for Multifunction Color Printer (Magenta)	EA	300		
		Toner for Multifunction Color Printer (Cyan)	EA	300		
9	Projector and Portable Screen	Set	100			
10	Portable Station	Set	100			
11	UPS	Set	50			
12	Power Extension	Set	200			
13	Classroom Management S/W	Set	50			

2.4 Country of Origin Code Table

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

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
1.1.18	Monitoring PC		1										
1.1.19	L4 Switch		2										
1.1.20	Backbone Switch		2										
1.1.21	Workgroup Switch		2										
1.1.22	RACK		5										
1.1.23	Human Resources		1										
1.1.24	Direct Expenses		1										
1.1.25	Service Cost		1										
1.1.26	Other Expenses		1										
				--	--	--	--	--					
1.2	NIC Operation Office												
1.2.1	H/W and S/W												
1.2.1.1	Operator Computer		13										
1.2.1.2	Digital Copier		1										
1.2.1.3	Multi Function Color Printer		1	--	--	--	--	--					

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
1.2.1.7.6	Toner for Digital Copier (Yellow)		3									
1.2.1.7.7	Toner for Digital Copier (Magenta)		3									
1.2.1.7.8	Toner for Digital Copier (Cyan)		3									
1.2.1.8	Software		13									
1.2.1.9	Workgroup Switch		1									
1.2.1.10	Power & Network Cabling											
1.2.1.10.1	Network Cabling and miscellaneous Materials		1									
1.2.1.10.2	Power source work & Cabling		1									
1.2.1.11	Installation Cost		1									
1.2.2	Interior											
1.2.2.1	Furniture											
1.2.2.1.1	Office Desk		13									

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
1.2.2.1.2	Partition		1									
1.2.2.1.3	Chair (including 8 conference table chairs)		21									
1.2.2.1.4	Printer Desk		4									
1.2.2.1.5	Office Cabinet		13									
1.2.2.1.6	Conference table (for 8 person)		1									
1.2.2.1.7	File Cabinet		13									
1.2.2.2	Interior		1									
1.2.3	Human Resources		1									
1.2.4	Direct Expenses		1									
1.2.5	Service Cost		1									
1.2.6	Other Expenses		1									
2	RIC											
2.1	Server and Storage System(Total 5System)											

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
2.2.1.4.8	Toner for Digital Copier (Cyan)		2									
2.2.1.5	UPS for PC		7									
2.2.1.6	Video Projector & Screen		1									
2.2.1.7	Software		7									
2.2.1.8	Power & Network Cabling		1									
2.2.2	Interior											
2.2.2.1	Furniture											
2.2.2.1.1	Office Desk		7									
2.2.2.1.2	Partition		1									
2.2.2.1.3	Chair (including 8 conference table chairs)		15									
2.2.2.1.4	Printer Desk		1									
2.2.2.1.5	Office Cabinet		7									

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
2.3.1.3	W/L Microphone System for HD Camera		1									
2.3.1.4	Boom Microphone System		1									
2.3.1.5	Tripod System for HD Camera with Prompter		1									
	Tripod System for HD Camera only		1									
2.3.1.6	Studio LED Line Monitor		1									
2.3.1.7	Studio Monitor Speaker		2									
2.3.1.8	Prompter		1									
2.3.1.9	Notebook for Prompter		1									
2.3.1.10	HD Switcher		1									
2.3.1.11	Digital Video Deck		2									
2.3.1.12	2D/3D Non-Linear Editing System											

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
2.4.1.4	Digital Copier		1									
2.4.1.5	Digital camera		2									
2.4.1.6	HD Camcorder		2									
2.4.1.7	Video Projector & Screen		1									
2.4.1.8	Consumables & Stationery											
2.4.1.8.1	Toner for Multifunction Color Printer (Black)		5									
2.4.1.8.2	Toner for Multifunction Color Printer (Yellow)		5									
2.4.1.8.3	Toner for Multifunction Color Printer (Magenta)		5									
2.4.1.8.4	Toner for Multifunction Color Printer (Cyan)		5									
2.4.1.8.5	Toner for Digital Copier (Black)		3									

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
	D. Classroom Control System												
2.5.1.17	Controller		1										
2.5.1.18	Lecture Touch Control Panel		1										
2.5.1.19	Wireless Touch Panel		1										
2.5.1.20	iPad License		1										
2.5.1.21	Program fee		1										
2.5.1.22	Class management S/W		1										
	E. Miscellaneous												
2.5.1.23	UPS		1										
2.5.1.24	UPS for PC		31										
2.5.1.25	Rack		1										
2.5.1.26	Power & Network Cabling												

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
	B. Audio System											
2.8.1.7	Wireless Microphone		2									
2.8.1.8	Wired Microphone		2									
2.8.1.9	DSP Mixer		1									
2.8.1.10	Ceiling Speaker		8									
	C. Video System											
2.8.1.11	HD Matrix Switcher		1									
2.8.1.12	Visual Presenter		1									
	D. Classroom Control System											
2.8.1.13	Controller		1									
2.8.1.14	Lecture Touch Control Panel		1									
2.8.1.15	Wireless Touch Panel		1									
2.8.1.16	iPad License		1									
2.8.1.17	Program fee		1									

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates				Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country			
1.1.15	FTP Server		1									
1.1.16	Office to PDF Auto Converter		1									
1.1.17	Grid Solution		1									
1.1.18	Back-Up Server		1									
1.1.19	Portal framework		1									
	UI framework		1									
1.1.20	Translation service for e-Portal		1									
	Others											
1.1.21	Graphic Style Manual (User-friendly)											
1.1.22	Operation Manuals of the e-Portal (CMS; LMS; Repository)											
1.1.23	Style guideline for e-portal											

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
3.2	Human Resources												
3.3	Direct Expenses												
3.4	Service Cost												
3.5	Other Expenses												
4	Help Desk												
4.1	H/W and S/W												
4.2	Human Resources												
4.3	Direct Expenses												
4.4	Service Cost												
4.5	Other Expenses												
5	Lab School												
5.1	Firewall S/W		50										
5.2	Network Switch		50										

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country			Supplied Locally	Supplied from outside the Purchaser's Country				
1.5	Other Expenses												
2	Project Implementation Manager												
2.1	H/W and S/W												
2.2	Human Resources												
2.3	Direct Expenses												
2.4	Service Cost												
2.5	Other Expenses												
Subtotals (to [insert: <i>line item</i>] of Supply and Installation Cost Summary Table)													

Note: - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	

2.6 Recurrent Cost Sub-Table [insert: *identifying number*]

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., z.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 Clauses 14 and 15. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

		Maximum all-inclusive costs (for costs in [insert: <i>currency</i>])						
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for [insert: <i>currency</i>]
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							

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

Name of Bidder:		
Authorized Signature of Bidder:		

3. OTHER BID FORMS AND LISTS

3.1 Manufacturer's Authorization

Invitation for Bids Title and No.:
[If applicable:] Lot, Slice, Subsystem No(s):

To: _____

WHEREAS _____ who are official producers of
_____ and having production facilities at
_____ do hereby authorize
_____ located at
_____ (hereinafter, the "Bidder")
to submit a bid and subsequently negotiate and sign a Contract with you for resale of the
following Products produced by us:

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 _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____, _____.

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.

3.2. Technical Responsive Checklist

Note: Refer to SECTION VI Technical Requirements, Attachment 7 Compliance List

(Sample)

Name of Items	Technical Spec.	Compliance		Remark
		Yes	No	
A. Server and Storage System				
1. Test Server		<input type="radio"/>		
2. Digital Resource Management Server			<input checked="" type="checkbox"/>	
3. DAS/NAS Storage		<input type="radio"/>		
4.		<input type="radio"/>		
B. RIC Operation Office				
1. Operator Computer		<input type="radio"/>		
2. Digital Copier		<input type="radio"/>		
3. Multi Function Color Printer		<input type="radio"/>		
4.		<input type="radio"/>		
C. Multimedia Studio				
1. HD Camera System		<input type="radio"/>		
2. CCU for HD Camera System			<input checked="" type="checkbox"/>	
3.				

3.4 List of Custom Materials

No	Custom Materials	Technical Spec.	Remark
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

3.5.1 General Information Form

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

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

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

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

3.5.2 General Information Systems Experience Record

Name of Bidder

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

A brief note on each Contract should be appended, describing the nature of the Integrated System, duration and amount of Contract, managerial arrangements, Purchaser, and other relevant details.

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

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

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

3.5.2a Joint Venture Summary

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

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

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

3.5.3 Particular Information Systems Experience Record

Name of Bidder or partner of a Joint Venture

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

3.5.4 Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture
--

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

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

3.5.5 Financial Capabilities

Name of Bidder or partner of a Joint Venture

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

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

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

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

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

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total information cash flow demands of the subject Contract or Contracts as indicated in the BDS for ITB Clause 6.1 (a).

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

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

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

3.5.6 Project Experience of proposed Manpower

Name of Bidder

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

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

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

3.5.6a Candidate Summary

Name of Bidder

Position	Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate	
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Company	
	Address of Company	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

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

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

3.5.7 Technical Capabilities

Name of Bidder

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

3.6 ANTI-CORRUPTION AND ANTI-MALPRACTICE DECLARATION

* 본 협약서의 영문 내용은 공식 번역문이 아니며, 불일치가 있는 경우 한글이 우선합니다.
The English text in this declaration is not an official translation. In case of discrepancy, the Korean one shall prevail.

부패 및 문제유발 행위 불개입 협약서 Anti-Corruption and Anti-Malpractice Declaration

한국수출입은행 귀중

To The Export-Import Bank of Korea (the "Bank")

사업명 :

Name of the Project (the "Project"):

당사는 표제의 대외경제협력기금(EDCF)(이하 "기금"이라 한다) 지원사업 참여와 관련하여 다음 사항을 협약합니다.

We hereby confirm the following with regard to participation in the Project stated above financed by the Economic Development Cooperation Fund (EDCF):

- 다음 -

1. 당사는 「국제상거래에 있어서 외국공무원에 대한 뇌물방지법」의 내용을 충분히 숙지하고 이를 정히 준수하며, 표제 사업과 관련하여 동 법에 규정된 외국공무원 등에 대한 뇌물제공 등 부패행위 또는 사실왜곡 등 사기행위에 관여한 사실이 없으며, 앞으로도 이러한 행위에 관련되지 않겠음.

1. We undertake full understanding and compliance with the "Act on Preventing Bribery of Foreign Public Officials in International Business Transactions," and declare that neither we nor any other party acting on our behalf with regard to the Project has engaged or will engage in corrupt or fraudulent practices.

2. 당사는 표제 사업의 구매 등과 관련하여 뇌물제공 등 부패행위 또는 사실왜곡 등 사기행위가 확인되는 경우 귀행이 다음 사항 중 필요한 조치를 취하더라도 이의를 제기하지 않겠음.

2. If the Bank determines that we have engaged in corrupt or fraudulent practices with regard to the Project, we will not raise any objections to the following actions taken by the Bank:

가. 당사의 사업참여와 관련된 제반 사항에 대한 귀행의 승인 거부

2-1. Refusal of approval or no-objection with regard to our participation in the Project;

나. 확인일로부터 3년 이하의 기간 동안 기금지원 신규사업 참여 제한 및 관련내용의 한국수출입은행 홈페이지 게시

2-2. Declaration of our ineligibility for not more than 3 years to be awarded a contract financed by EDCF loans, and disclosure of our ineligibility on the Bank's official website; and

다. 뇌물제공행위사실이 확인되는 경우 사법기관 앞 통지

2-3. Disclosure to law enforcement authorities of our verified acts of bribery.

3. 당사는 표제 사업과 관련하여 부실설계·시공 등 대외경제협력기금 운용관리규정 제 7 조의 6(문제 유발자에 대한 제재)의 제재사유(불임)에 해당하는 경우에는 3 년 이하의 기간 동안 기금지원 신규사업 참여를 금지하더라도 이의를 제기하지 않겠음.

3. We will not raise any objections to the Bank's declaration that we are ineligible for not more than 3 years to be awarded a contract financed by EDCF loans if we fall under the Ineligibility Criteria on Malpractice (attached hereto) of the Article 7-6 of the Regulations on EDCF Operation and Management, for defective design and/or construction with regard to the Project.

년 월 일

Date/Month/Year

회사명 :

Name of the Company:

대표자 :

(인)

Name of the Company Representative:

* 불임 : 문제 유발자에 대한 제재사유 (대외경제협력기금 운용관리규정 제 7 조의 6)

Attached: Ineligibility Criteria on Malpractice under Article 7-6 of the Regulations on EDCF Operation and Management

(붙임)
(Attachment)

문제 유발자에 대한 제재사유
(대외경제협력기금 운용관리규정 제 7 조의 6)

Ineligibility Criteria on Malpractice
(Article 7-6 of the Regulations on EDCF Operation and Management)

1. 개도국정부등이 기자재 또는 용역의 하자 등에 관하여 대한민국정부에 서면으로 이의를 제기하고 그 사유가 타당하다고 인정되는 경우
1. Where the borrower raises an issue in writing on the defect of goods and services provided by the company in question, and the Bank determines it reasonable; and
2. 「국가를 당사자로 하는 계약에 관한 법률 시행령」 제 76 조 제 1 항 제 1 호, 제 2 호, 제 4 호 내지 제 15 호, 제 17 호의 사유에 해당하는 경우
2. Where the company in question falls under Article 76 (1)-1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 17 of the Enforcement Decree of the Act on Contracts to Which the State Is a Party.

<참고> 「국가를 당사자로 하는 계약에 관한 법률 시행령」 제 76 조 제 1 항
Reference: Article 76 (1) of the Enforcement Decree of the Act on Contracts to Which the State Is a Party

1. 계약을 이행함에 있어서 부실·조잡 또는 부당하게 하거나 부정한 행위를 한 자
1. A person who has, in the execution of contractual obligations, performed deficiently, crudely or unreasonably, or committed a malpractice;
2. 「건설산업기본법」·「전기공사업법」·「정보통신공사업법」 기타 다른 법령에 의한 하도급의 제한규정에 위반(하도급통지의무위반의 경우를 제외한다)하여 하도급한 자 및 발주관서의 승인없이 하도급을 하거나 발주관서의 승인을 얻은 하도급조건을 변경한 자
2. A person who has concluded a subcontract, in violation of the provisions concerning the limitation of the subcontract (excluding the case of violating the liability for notification of the subcontract) under the Framework Act on the Construction Industry, the Electrical Construction Business Act, the Information and Communication Work Business Act, or other Acts and subordinate statutes, and a person who has concluded a subcontract without the approval of the government agency which has placed the order or has changed the conditions of the subcontract approved by the said government agency;
4. 조사설계용역계약 또는 원가계산용역계약에 있어서 고의 또는 중대한 과실로 조사설계금액이나 원가계산금액을 적정하게 산정하지 아니한 자
4. A person who has, in the contract of survey and design services or of cost accounting services, failed to appropriately calculate the amount of survey and design or cost accounting by either intention or gross negligence;

4 의 2. 「건설기술관리법」 제 2 조에 따른 타당성조사용역계약에 있어서 고의 또는 중대한 과실로 수요예측 등 타당성조사를 부실하게 수행하여 발주기관에 손해를 끼친 자

4-2. A person who has, in a service contract for a feasibility study under Article 2 of the Construction Technology Management Act, inflicted damage on the ordering agency by improperly carrying out feasibility studies such as demand forecast by either intention or gross negligence;

5. 계약의 이행에 있어서 안전대책을 소홀히 하여 공중에게 위해를 가한 자 또는 사업장에서 「산업안전보건법」에 의한 안전·보건조치를 소홀히 하여 근로자등에게 사망등 중대한 위해를 가한 자

5. A person who has inflicted injury on the general public by neglecting safety measures while fulfilling any contract or a person who has inflicted a serious injury, including death, on employees, etc. through the neglect of safety and health measures of the Industrial Safety and Health Act at the workplace;

6. 정당한 이유없이 계약을 체결 또는 이행(제 19 조에 따른 부대입찰에 관한 사항, 제 42 조 제 5 항에 따른 계약이행능력심사를 위하여 제출한 하도급관리계획, 외주근로자 근로조건 이행계획에 관한 사항과 제 72 조 및 제 72 조의 2 에 따른 공동계약에 관한 사항의 이행을 포함한다)하지 아니한 자

6. A person who has, without any just cause, failed to conclude or perform a contract (including the performance of matters concerning an incidental tender under Article 19, matters concerning the subcontract management plan and the performance plan for outsourcing workers' working conditions submitted for the review of the contract performance capability under Article 42 (5) and matters concerning a joint contract under Articles 72 and 72-2);

7. 경쟁입찰에 있어서 입찰자간에 서로 상의하여 미리 입찰가격을 협정하였거나 특정인의 낙찰을 위하여 담합한 자

7. A person who has agreed upon the bidding price in advance by having discussed it between bidders or has colluded for the purpose of successful tender by a specific person in the competitive tender;

8. 입찰 또는 계약에 관한 서류(제 39 조의 규정에 의하여 지정정보처리장치에 의하여 입찰서를 제출하는 경우의 「전자서명법」 제 2 조 제 8 호의 규정에 의한 공인인증서를 포함한다)를 위조·변조하거나 부정하게 행사한 자 또는 허위서류를 제출한 자

8. A person who has forged or altered documents concerning tender or contract (including any written public certification provided for in subparagraph 8 of Article 2 of the Digital Signature Act in the case where the documents for the tender are submitted in use of the designated information processing unit) or used them unjustly, or a person who has produced a false document;

9. 고의로 무효의 입찰을 한 자

9. A person who has executed an invalid tender by intent;

10. 입찰·낙찰 또는 계약의 체결·이행과 관련하여 관계공무원(법 제 29 조 제 1 항에 따른 국제계약분쟁조정위원회, 이 영 제 42 조 제 7 항에 따른 입찰금액적정성심사위원회, 제 43 조 제 8 항에 따른 제안서평가위원회, 제 94 조 제 1 항에 따른 계약심의위원회, 건설기술관리법에 의한 중앙건설기술심의위원회·특별건설기술심의위원회 및 설계자문 위원회의 위원을 포함한다)에게 뇌물을 준 자

15. Where a successful bidder is determined for the package deal bid under Article 87, a person who has failed to submit a written execution design within the time limit without any justifiable reasons after being selected as a person suitable for the execution design; and

17. 사기, 그 밖의 부정한 행위로 입찰·낙찰 또는 계약의 체결·이행 과정에서 국가에 손해를 끼친 자

17. A person who has caused damage to the State in a bid or a successful bid or during the process of the conclusion or performance of the contract by deceit or other fraudulent means.

4. BID-SECURING DECLARATION

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

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

We, the undersigned, declare that:

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

We accept that we, and in the case of a Joint Venture all partners to it, will automatically be suspended from being eligible for participating in bidding for any Contract with you for the period of time of *[Purchaser insert: number of months or years]*, in case of, and starting from the date of, breaching our obligation(s) under the bidding conditions due to:

- (a) withdrawing our bid, or any part of our bid, during the period of bid validity specified in the Bid Submission Form or any extension of the period of bid validity which we subsequently agreed to; or
- (b) having been notified of the acceptance of our bid by you during the period of bid validity, (i) failing or refusing to execute the Contract Agreement, or (ii) failing or refusing to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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

If the submission of alternative bids was permitted, and in case we did submit one or more alternative bids, this Bid-Securing Declaration applies to these parts of our bid as well.

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

Name:*[insert: name of person signing the Bid-Securing Declaration]*, in the capacity of *[insert: legal capacity of person signing the Bid-Securing Declaration]*

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

Dated on _____ day of _____, 20__

[add Corporate Seal (where appropriate)]

※ Joint Ventures need to ensure that, their Bid-Securing Declaration meets the requirements for Joint Ventures as stated in the ITB Clause on "Securing the Bid".]

4A. BID SECURITY FORM (BANK GUARANTEE).

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

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

Date: *[insert: date]*

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

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

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

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

- (a) has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or
- (b) having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid 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, ICC Publication No. 458.

[signature(s)]

※ *Instructions on amount and currency can be found in the ITB Clause and BDS for "Securing the Bid." Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same Clause.]*

4B. BID SECURITY FORM (BID BOND)

BOND NO. _____

BY THIS BOND [*insert: name of Bidder*] as Principal (hereinafter called “the Principal”), and [*insert: name, legal title, and address of surety*], authorized to transact business in [*insert: name of country of Purchaser*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Purchaser”) in the sum of [*insert amount of Bond*] ⁽¹⁾. [*insert: amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of [*insert: name and/or description of goods*] (hereinafter called the “Bid”).

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

- (a) withdraws the Bid (or any parts of it) during the period of the Bid's validity specified in the Bid Submission Form, or any extension of the period of the Bid's validity the Principal subsequently agreed to, notice of which to the Surety is hereby waived; or
- (b) having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid's validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders;

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid's validity.

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

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

※ *Instructions on amount and currency can be found in the ITB Clause and BDS for "Securing the Bid." Joint Ventures need to also ensure that their Bid Bond meets the requirements for Joint Ventures as provided in the same Clause.*

5. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [*insert: Name of Purchaser*], a [*insert: description of type of legal entity, for example, an agency of the Ministry of . . .*] of the Government of [*insert: country of Purchaser*], or corporation incorporated under the laws of [*insert: country of Purchaser*] and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert: name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Integrated System [*insert: brief description of the Integrated System*] (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Turnkey Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

- | | |
|---------------------------|---|
| Article 1. | 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii)) |
| Contract Documents | <p>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:</p> <ol style="list-style-type: none"> (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) [<i>Add here: any other documents</i>] |
| | 1.2 Order of Precedence (Reference GCC Clause 2) |
-

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

1.3 Definitions (Reference GCC Clause 1)

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

Article 2.

**Contract Price
and Terms of
Payment**

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

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

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

Article 3.

**Effective Date
for
Determining
Time for
Operational
Acceptance**

3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- (b) The Supplier has submitted to the Purchaser the performance security and the advance payment guarantee, in accordance with GCC Clause 13.2 and GCC Clause 13.3;
- (c) The Purchaser has paid the Supplier the advance payment,

in accordance with GCC Clause 12;

- (d) [*specify here: any other conditions, for example, opening*].

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

Appendixes

- 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- | | |
|------------|--|
| Appendix 1 | Supplier's Representative |
| Appendix 2 | Adjudicator [<i>if there is no Adjudicator, state ("not applicable")</i>] |
| 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 appointed Representative is:

Name: *[insert: name, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: *[insert: title, or state "to be specified within fourteen (14) days of the Effective Date"]*

In accordance with GCC 4.3, the Supplier/Contractor's addresses for notices under the Contract are:

Address of the Supplier/Contractor's Representative: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Supplier/Contractor: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator(s) is (are):

Name: [*insert: name*]

Title: [*insert: title*]

Address: [*insert: postal address*]

Telephone: [*insert: telephone*]

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

Hourly Fees: [*insert: hourly fees*]

Reimbursable Expenses: [*list: reimbursables*]

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

Appendix 5. Custom Materials

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

No	Custom Materials	Technical Spec.	Remark
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

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 18.3, 26.2, and 32.1.

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

6.1 Performance Security Form (Bank Guarantee)

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

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

Date:*[insert: date]*

PERFORMANCE GUARANTEE No.:*[insert: Performance Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier/Contractor]* (hereinafter called "the Supplier/Contractor"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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

On the date of your issuing, to the Supplier/Contractor, the Provisional Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) 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 Provisional Acceptance Certificate for the System, 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, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signature(s)]

6.2 Advance Payment Security Form (Bank Guarantee)

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

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

Date:*[insert: date]*

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

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier/Contractor]* (hereinafter called "the Supplier/Contractor"). 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/Contractor against an advance payment guarantee.

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

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

For each payment after the advance payment, which you will make to the Supplier/Contractor under this Contract, the maximum amount of this guarantee shall be reduced by the ninth part of such payment. At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

7. Installation and Acceptance Certificates

7.1 Installation Certificate

Date: [*insert: date*]

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

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

Contract: [*insert: name and number of Contract*]

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

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the [*insert: name of Purchaser*] (hereinafter the "Purchaser") dated [*insert: date of Contract*], relating to the [*insert: brief description of the Integrated System*], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: [*insert: description*]
2. Date of Installation: [*insert: date*]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [*state: "Project Manager" or state the title of a higher level authority in the Purchaser's organization*]

7.2 Operational Acceptance Certificate

Date: [*insert: date*]

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

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

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

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the [*insert: name of Purchaser*] (hereinafter the "Purchaser") dated [*insert: date of Contract*], relating to the [*insert: brief description of the Integrated System*], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [*insert: description*]
2. Date of Operational Acceptance: [*insert: date*]

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [*state: "Project Manager" or higher level authority in the Purchaser's organization*]

8. CHANGE ORDER PROCEDURES AND FORMS

Date: *[insert: date]*

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

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

Contract: *[insert: name of INTEGRATED 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 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier/Contractor 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/Contractor 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

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

8.1 REQUEST FOR CHANGE PROPOSAL FORM

(Purchaser's Letterhead)

Date: *[insert: date]*

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

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

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

To: *[insert: name of Supplier/Contractor 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 or Supplier/Contractor (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 Provisional 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 Building or 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/Contractor 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 GCC39.2.1. 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 Director" or higher level authority in the Purchaser's organization]*

8.2 Change Estimate Proposal Form

(Supplier's Letterhead)

Date: [*insert: date*]

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

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

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

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

Attention: [*insert: name and title*]

Dear Sir or Madam:

With reference to your Change Request Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: [*insert: title*]
 2. Change Request No./Rev.: [*insert: number*]
 3. Brief Description of Change (including proposed implementation approach): [*insert: description*]
 4. Schedule Impact of Change (initial estimate): [*insert: description*]
 5. Initial Cost Estimate for Implementing the Change: [*insert: initial cost estimate*]
-

6. Cost for Preparation of Change Proposal: [insert: *cost in the currencies of the Contract*], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: *“Supplier’s Representative” or other higher level authority in the Supplier’s organization*]

8.3 Estimate Acceptance Form

(Purchaser's Letterhead)

Date: [*insert: date*]

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

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

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

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

Attention: [*insert: name and title*]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [*insert: title*]
 2. Change Request No./Rev.: [*insert: request number / revision*]
 3. Change Estimate Proposal No./Rev.: [*insert: proposal number / revision*]
 4. Estimate Acceptance No./Rev.: [*insert: estimate number / revision*]
 5. Brief Description of Change: [*insert: description*]
 6. Other Terms and Conditions:
-

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [state: ***“Project Manager” or higher level authority in the Purchaser’s organization***]

8.4 Change Proposal Form

(Supplier's Letterhead)

Date: [*insert: date*]

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

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

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

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

Attention: [*insert: name and title*]

Dear Sir or Madam:

In response to your Change Request Proposal No. [*insert: number*], we hereby submit our proposal as follows:

1. Title of Change: [*insert: name*]
 2. Change Proposal No./Rev.: [*insert: proposal number/revision*]
 3. Originator of Change: Purchaser [*insert: name*]
Supplier [*insert: name*]
 4. Brief Description of Change: [*insert: description*]
 5. Reasons for Change: [*insert: reason*]
 6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [*insert: description*]
-

7. Technical documents and/or drawings for the requested Change:

Document or Drawing No.	Description
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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:
- 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.
 - The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
-

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: ***“Supplier’s Representative” or other higher level authority in the Supplier’s organization***]

[insert: amount in foreign currency A] plus [insert: amount in foreign currency B] plus [insert: amount in foreign currency C] plus [insert: amount in local currency]

6. Adjustment of Time for Achieving Operational Acceptance: *[insert: amount and description of adjustment]*
7. Other effects, if any: *[state: “none” or insert description]*

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: *[state: “Project Manager” or higher level authority in the Purchaser’s organization]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state “Supplier’s Representative” or higher level authority in the Supplier’s organization]*

8.6 Application for Change Proposal Form

(Supplier's Letterhead)

Date: [*insert: date*]

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

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

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

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

Attention: [*insert: name and title*]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: [*insert: name*]
 2. Application for Change Proposal No./Rev.: [*insert: number / revision*] dated: [*insert: date*]
 3. Brief Description of Change: [*insert: description*]
 4. Reasons for Change: [*insert: description*]
 5. Order of Magnitude Estimation: [*insert: amount in currencies of the Contract*]
 6. Schedule Impact of Change: [*insert: description*]
-

7. Effect on Functional Guarantees, if any: [*insert: description*]
8. Appendix: [*insert: titles (if any); otherwise state "none"*]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [*state: "Supplier's Representative" or higher level authority in the Supplier's organization*]
