BIDDING DOCUMENT (SINGLE-STAGE)

Issued on

for the

Procurement of

Software, Equipment & Services for Designing, Site Preparation, Supply, Installation, Commissioning, Maintenance and Operations of the Information Systems

IFB No: 09*/2012-13*

Project: *The Bhumi Sudhar Nigam of the Government of Utter Pradesh (UPBSN) - Under UPSLR-III project*

Purchaser: Managing Director

UPBSN, India
(A U.P. Govt. Undertaking)
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CONTENTS

Invitation for Bids (IFB).....Error! Bookmark not defined.

Section I. Instructions to Bidders (ITB).....**3**

Table of Clauses.....4

Section II. Bid Data Sheet (BDS).....**34**

Section III. Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement......**44**

Section IV. General Conditions of Contract.....**45**

a. Notes on the General Conditions of Contract (GCC).....45
b. Table of Clauses.....46

Section V. Special Conditions of Contract (SCC).....**114**

c. Table of Clauses.....115

Section VI. Technical Requirements (including Implementation Schedule).....**130**

d. Table of Contents: Technical Requirements.....131

Section VII. Sample Forms.....**204**

e. Notes to Bidders on working with the Sample Forms.....204
f. Table of Sample Forms.....208

Specific Procurement Notice

INDIA

U.P. SODIC LANDS RECLAMATION III PROJECT

INTERNATIONAL COMPETITIVE BIDDING (ICB)

IFB Number : 09/2012-13 ***Credit no.: 4640 IN***

Bids for Software, Equipment & Services for Designing, Site Preparation, Supply, Installation, Commissioning, Maintenance and Operations of the UPBSN Centralized Secured Data Centre at Lucknow.

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in Development Business on 30 March 2009.

2. 2. The Government of India has received a credit from the International Development Association toward the cost of the UPSLR-III project, and intends to apply part of the proceeds of this credit to payments under the agreement(s) resulting from this IFB No. 09/2012-13

3. The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam now invites sealed bids from eligible Bidders for purchase of Software, Equipment & Services for Designing, Supply, Installation, Commissioning, Maintenance and Operations of the UPBSN Centralized Secured Application at UPSDC, Lucknow.

4. Bidding will be conducted using the International Competitive Bidding (ICB) procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits, edition of May 2004 revised October 2006, and is open to all Bidders eligible as defined in these Guidelines, that meet the minimum qualification criteria as specified in the Bidding Document.

5. Interested eligible bidders may obtain further information from the office of Managing Director and inspect the Bidding Documents at the address given below.

6. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non refundable fee of Indian Rupees 2000/- (Rupees 2500 for domestic bidders and Rupees 3000 for overseas, if required by courier) in form of a Demand Draft/Banker's cheque in favour of UPBSN, India, payable at Lucknow. The bidding document shall be made available for sale from 18/02/2013 to 03/04/2013. Bidding document can also be downloaded on UPBSN website-www.upbsn.org from 18/02/2013 to 03/04/2013 and at the time of submission of bids, the price of the bid document (Rs 2000/) will required to be paid. The Schedule of Requirements for all the schedules are contained in a single bidding document. Bidders need not purchase more than one document even if they want to bid for more than one schedules.

8. Bids must be delivered to the address below at or before 04.4.2013 at 3.00 PM. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below at 04.4.2013 at

3.30 PM. All bids must be accompanied by a bid security of Rs 5,00,000 (Five Lacs Only) or an equivalent amount in a freely convertible currency.

9. Pre bid conference would be held on March 6, 2013 at 3:30 P.M to the address below.

The address referred to above is:

Managing Director,

U.P. Bhumi Sudhar Nigam

TC/19V Bhumitra Bhawan,

Vibhuti Khand, Gomti Nagar,

Lucknow – 226010, U.P. (India)

Phone : 0091-522—2720428-2720050

Fax No.:0091-522-2720416, 417

E-mail : upbsn@yahoo.com

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

(Single-Stage Bidding)

Table of Clauses

A. General 6

1. Scope of Bid and Bidding Process 6
2. Source of Funds 6
3. Fraud and Corruption 6
4. Eligible Bidders 8
5. Eligible Goods and Services 9
6. Qualifications of the Bidder 10
7. Cost of Bidding 12
8. Site Visit 12

B. The Bidding Documents 12

9. Content of Bidding Documents 12
10. Clarification of Bidding Documents and Pre-bid Meeting 13
11. Amendment of Bidding Documents 14

C. Preparation of Bids 14

12. Language of Bid 14
13. Documents Comprising the Bid 14
14. Bid Prices 16
15. Bid Currencies 18
16. Documents Establishing the Conformity of the Information System to the Bidding Documents 18
17. Securing the Bid 19
18. Period of Validity of Bids 21
19. Format and Signing of Bid 22

D. Submission of Bids 22

20. Sealing and Marking of Bids 22
21. Deadline for Submission of Bids 23
22. Late Bids 23
23. Withdrawal, Substitution, and Modification of Bids 23

E. Bid Opening and Evaluation 24

24. Opening of Bids by Purchaser 24
25. Clarification of Bids 25
26. Preliminary Examination of Bids 25
27. Conversion to Single Currency 26
28. Evaluation and Comparison of Bids 26
29. Domestic Preference 30
30. Contacting the Purchaser 30

F. Post qualification and Award of Contract 30

31. Postqualification 30
32. Award Criteria 31
33. Purchaser's Right to Vary Quantities at Time of Award 31
34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids 31
35. Notification of Award 32
36. Signing of Contract 32
37. Performance Security 32

38. Adjudicator 32
Technical Requirements 134
Executive Summary 134

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 Information System (IS), as briefly **described in the BDS** and specified in greater detail in these Bidding Documents.

1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are **provided in the BDS.**

1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

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 **Borrower named in the BDS** has applied for or received a loan or credit (as identified in the BDS, and called a "loan" in these Bidding Documents) from the International Bank for Reconstruction and Development or the International Development Association (called "the Bank" in these Bidding Documents) equivalent to the amount indicated in the BDS toward the cost of the Project specified in the BDS. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the Contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower, or the Borrower's executing agency, and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

[1] In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[1] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[3] 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"[4] 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.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken

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

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

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

4 A "party" refers to a participant in the procurement process or contract execution.

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

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

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

4. Eligible Bidders

4.1 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.

4.2 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.

4.3 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 procurement of the Information System described in these Bidding Documents; or

(b) it is a government-owned enterprise in the Borrower's country, unless it can establish that it (i) is legally and financially autonomous and (ii) operates under commercial law. No

dependent agency of the Borrower or Sub-Borrower shall be permitted to bid.

4.4 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 IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.5 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 result of execution of a Bid-Securing Declaration pursuant to ITB Clause 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 Clause 3.1 (d). The list of individuals and firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr/, or

(c) a sanction imposed by the United Nations Security Council, as mentioned in ITB Clause 2.2.

4.6 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 of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

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

5. Eligible Goods and Services

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

(a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and

(b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.

5.2 Funds from Bank loans are disbursed only for expenditures for an Information System made up of goods and services provided by nationals of, and produced in or supplied from, eligible source countries as defined in Section III, Eligible Countries. An Information System is deemed to be produced in a certain country when, in the

territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Information System and its goods components are produced or from which the related services are supplied.

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. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(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 Information 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; and

(d) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements.

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

(a) the bid shall be signed so as to be legally binding on all partners;

(b) one of the partners shall be nominated as being in charge, and

this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

(c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;

(d) the partner or combination of partners that is responsible for a specific component of the Information System must meet the relevant minimum qualification criteria for that component;

(e) a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture. If, as a result of the bid opening pursuant to ITB Clause 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 for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5 and 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 3 to the Contract Agreement.

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

maintenance, repair, etc.).

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 Information 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 will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Purchaser adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Purchaser may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

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

B. THE BIDDING DOCUMENTS

9. Content of Bidding Documents

9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:

Section I Instructions to Bidders (ITB)

Section II Bid Data Sheet (BDS)

Section III Eligible Countries for the Provision of Goods,

		Works, and Services in Bank-Financed Procurement
	Section IV	General Conditions of Contract (GCC)
	Section V	Special Conditions of Contract (SCC)
	Section VI	Technical Requirements (including Implementation Schedule)
	Section VII	Sample Forms

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

9.3 The Invitation for Bids 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 twenty-one (21) 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 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 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,** or, if the BDS so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its bid may be in a language not specified in the BDS, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 The bid submitted by the Bidder shall comprise:

(a) Bid Submission Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;

(b) all Price Schedules duly completed in accordance with ITB Clauses 14, 15, and 18 and signed by a person or persons duly authorized to bind the Bidder to the Contract;

(c) if required, Bid-securing Declaration or Bid Security furnished in accordance with ITB Clause 17;

(d) written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance with ITB Clause 19.2;

(e) Attachments:

(i) Attachment 1: Bidder's Eligibility

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

(ii) Attachment 2: Bidder's Qualifications

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

Any Manufacturer's Authorizations and Subcontractor agreements specified as required in the BDS for ITB Clauses 6.1 (b) and 6.1 (c);

(iii) Attachment 3: Eligibility of Goods and Services

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

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

Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 16, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder conform to the Bidding Documents;

(v) Attachment 5: Proposed Subcontractors

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

(vi) Attachment 6: Intellectual Property

A list of:

(1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

(A) System, General Purpose, and Application Software; and

(B) Standard and Custom Software.

(2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid.

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

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

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 Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VII for the various cost tables, in the manner specified below.

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 and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms **specified in the BDS,** and quoted in the appropriate columns of the cost tables of Section VII as follows:

(a) Goods supplied from outside the Purchaser's country:

Unless otherwise **specified in the BDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. The named place of destination and special instructions for the contract of carriage are as **specified in the BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services

from any eligible source country.

(b) Locally supplied Goods:

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

(c) Inland transportation:

Unless 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 CIP, 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. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded. Unless otherwise **specified in the BDS,** the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

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 submitted that are subject to price adjustment will be rejected.

15. Bid Currencies

15.1 Prices shall be quoted in the following currencies:

(a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside the Purchaser's Country in the currencies of countries eligible according to Section III. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.

(b) Unless otherwise **specified in the BDS,** the Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied locally (i.e., from within the Purchaser's Country) in the currency of the Purchaser's Country.

16. Documents Establishing the Conformity of the Information System to the Bidding Documents

16.1 Pursuant to ITB Clause 13.1 (e) (iv), the Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.

16.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:

(a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;

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

(c) a Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics **specified in the BDS.** In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Purchaser and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;

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

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 Information 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.

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 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 37;

the Borrower 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, for securing the bid. 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. 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 fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without

taking into consideration the above correction.

19. Format and Signing of Bid

19.1 The Bidder shall prepare an original and the number of copies/sets of the bid **specified in the BDS,** clearly marking each one as "ORIGINAL BID," "COPY NO. 1," "COPY NO. 2," etc., as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 13.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

19.4 The Bidder shall furnish in the Bid Submission Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. *[number]*." The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall

(a) be addressed to the Purchaser at the address **given in the BDS,** and

(b) bear the loan/Project name indicated in the BDS for ITB Clause 2.1, the Invitation for Bids title and number, and the Contract name(s), as indicated in the BDS for ITB Clause 1.2, and the statement "DO NOT OPEN BEFORE *[time and date]*," to be completed with the time and date specified in the BDS for ITB Clause 24.1.

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

20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2 above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Purchaser will not guarantee the

anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

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".

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, and a scan of the power of attorney.

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, and 20.4.

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 will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders' representatives shall sign a register as proof of their attendance.

24.2 First, envelopes marked "BID WITHDRAWAL NOTICE" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "BID SUBSTITUTION NOTICE" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "BID MODIFICATION NOTICE" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

24.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid price including any unconditional discounts, and, if applicable, the prices and unconditional discounts for Subsystems, lots, or slices; the presence or absence of a Bid-Securing Declaration or a Bid Security if one was required; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Purchaser may consider appropriate.

24.4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with ITB Clause 24.2, will promptly be returned, unopened, to their Bidders.

24.5 The Purchaser will prepare minutes of the bid opening, including the

information disclosed to those present in accordance with ITB Clause 24.3. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

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.

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. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.

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

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

26.5 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 Clause 26. The evaluation will be performed assuming either that:

(a) the Contract will be awarded to the lowest evaluated Bidder for the entire Information System; or

(b) if **specified in the BDS,** Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose 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 Clauses 26.3 and 26.4 confirms that the bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in, substantially, the full required quantities for the entire Information System or, if allowed in the BDS for ITB Clause 28.1, the individual Subsystem, lot or slice bid on; and

(b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Purchaser may require, pursuant to ITB Clause 31.2.

28.3 The Purchaser's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB Clause 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 Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 31 (Postqualification).

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 Information System.

(ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.

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

(b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically **identified in the BDS**, namely:

(i) The technical features that reflect how well the Information System meets the Purchaser's Business Requirements (including quality assurance and risk-

containment measures associated with the implementation of the Information System).

(ii) The technical features that reflect how well the Information System meets the System's Functional Performance Standards.

(iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.

(c) As **specified in the BDS,** each category will be given a weight and within each category each feature may also be given a weight.

(d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.

(e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

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

where:

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

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

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

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

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

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

where:

S_j = the Category Technical Score of category "j"

W_j = the weight of category "j" as **specified in the BDS**

n = the number of categories

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

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 Information 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 Information 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) Corrections to errors in arithmetic, in accordance with ITB Clause 26.2.

(v) Any discounts offered for the award of more than one Subsystem, lot, 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.**

29. Domestic Preference

29.1 No margin of domestic preference will apply.

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.

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 Lowest 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 Lowest 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 postqualification the Purchaser may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.

31.3 An affirmative postqualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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 Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.

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 Information 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.

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.

35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

35.3 The Purchaser shall promptly publish in UNDB online and in dgMarket the results, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name, evaluated price and, if the bidding conditions included scoring for technical quality, the technical score of each bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may make a request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

35.4 Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security pursuant to ITB Clause 37, the Purchaser will promptly notify each unsuccessful Bidder, and will discharge all remaining Bid Securities, if any, as provided in ITB Clause 17.5 (c) and (d).

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 twenty-eight (28) 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 twenty-eight (28) 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 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 lowest 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	**Name of Purchaser:** Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow - 226010, U.P., India Name of authorized Purchasing Agent: ***"none"*** All material will be procured in the name of UPBSN. UPBSN will avail Custom Duty Exemption. All prices should be CIP/ FOR at respective site. Description of the System for which bids are invited: ▪ Design and implement internet enabled MIS application ▪ Provide internet connectivity in 20 District offices ▪ Migration of data from current version to upgraded version ▪ Training to different section of staff i.e. end user, administrator session etc ▪ Documentation, online help, real-time help. ▪ Software/Hardware subscription/support & warranty for next 3 year's
ITB 1.2	Title of IFB: Bids for Supply, Installation, Commissioning, Maintenance and Operations of the Information Systems **Number of IFB:** *[09/2012-13]*
ITB 1.4	Alternative e-Tendering procedures ***are not*** available in this procurement.
ITB 2.1	**Name of the Borrower:** Government of Uttar Pradesh **Loan or credit number:** *[4640-IN]* **Loan or credit amount:** *[insert: **Loan / Credit amount as stated in the Loan Agreement governing the Project**]* **Name of Project:** U.P. Sodic Lands Reclamation - III Project - Uttar Pradesh Bhumi Sudhar Nigam, Lucknow

ITB 6.1 (a)

Qualification requirements for Bidders are:

The UPBSN will carry out an assessment of the Qualifications of the bidder in order to determine whether the bidder is capable of meeting the basic criteria's required for successfully implementing the project. Any bidder not meeting the Qualification criteria would not be considered for further evaluation.

Qualification Criteria for selection of the agencies would be based on the following criteria:

S. No.	Item	Eligibility Criteria	Supporting Evidence
1	**Firm Details**		
a)	Registration Status	The bidder must be incorporated in India under the Companies Act 1956 (or similar act of other countries)	Certificate of Incorporation
b)	Turnover from IT activities	The bidder's turnover from IT System Integration / Networking / Hardware and software supply, installation, commissioning, and facilities management services business or a combination of these services for the last three financial years should be at least INR 20 Crores for each of the three years.	Audited financial statements for each of the last three years or Certificate from the statutory auditors
c)	Net worth	The firm should have a positive net worth in each of the last 3 years.	Balance sheet, certification from the Authorized Signatory
d)	Firm should be authorized implementation partner of the MIS/Messagin g & Collaboration product offered in this bid.		Letter from OEM of MIS/Messaging & Collaboration product.
e)	Firm should be a CMM/ CMMi Level 3 or higher certified company		Copy of a Valid Certificate which is self attested by the authorized signatory
2	**Project Experience – MIS Implementation**		

	a)	In India or in another developing country	The bidder must have worked on 3 implementation projects of WEB based Application with MIS module for any Government department of more than Rs.1 crores.	Completion Certificate and Purchase Orders / Work Orders / Contract
	3	**System Integration Capability**		
	a)	End-to-End Implementation	The bidder should have successfully completed / under implementation at least one project of value Rs. 2 Crores or more end-to-end IT implementation involving Web Based Application & MIS implementation, hardware, software and support in the last 5 years	Completion Certificate, and Work Order / Purchase Order / Contract
	4	**Consortium**		
			The Bid can be submitted by an individual bidder only and no consortium shall be allowed.	Undertaking
		Clean Track Record		
			The bidder and any subsidiary should not be currently declared of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies and World Bank.	Undertaking for same on 100 Rs. Stamp paper.
	5	**MAFs**		
	a)	The bidder should submit valid letter from the OEMs confirming following:	Authorization for bidder	Attach Manufacture Authorization form OEMs.
	b)		Confirm that the products quoted are not end of life products	
	c)		Undertake that the support including spares, patches for the quoted products shall be available for next 3 years.	

ITB 6.1 (b)	There is no specific qualification requirements for manufacturers (OEM should provide written document on company letterhead "None of the IT Infrastructure proposed is declared "End-of-support" by the respective OEM in next 3 years as on date of submission of Bid")
ITB 6.1 (c)	Bidders are responsible to own end to end implementation and support services for the required period and not allowed to sub contracting any service. Bidder will be ultimately responsible for Designing, Supply, Installation, Commissioning, Maintenance and Operations of the entire project.

B. THE BIDDING DOCUMENTS

ITB 10.1	**Purchaser's address:** Managing Director Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow - 226010, U.P., India Telephone: 0091-0522-2720428, 2720050 Facsimile number: 0091-0522-2720416, 0091-0522-2720417 Electronic mail address: upbsn@yahoo.com Any inquiries regarding clarification/interpretation/contents in connection with this Bid may obtained from the office of Managing Director, UPBSN, Lucknow, India at the address given above on or before April 3, 2013 during office hours.
ITB 10.2	**Dates, times, and places for the pre-bid meeting**: Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow - 226010, U.P., India Telephone: 0091-0522-2720428, 2720050 Facsimile number: 0091-0522-2720416, 0091-0522-2720417 Country: INDIA Date: March 06, 2013 Time: 3.30 PM *at UPBSN Ist floor Conference Hall* . The Purchaser may incorporate any changes in the Bid based on acceptable suggestions received during the interactive Pre-Bid Conference. The representatives of Bidders will be allowed to attend pre-bid meeting. Response/reply to Queries/clarifications received shall be uploaded at UPBSN, Lucknow, India website apart from being transmitted to all the prospective bidders that purchased the Biding Documents from the Purchaser in accordance with clause 10.1 & 10.2 of ITB Bidders are advised to visit UPBSN, Lucknow, India Website to get the details in this regard, if any, before submission of their bids on the due date/time.

C. PREPARATION OF BIDS

ITB 12.1	The language of the bid and of all correspondence and documents related to it is: *English*
ITB 14.1	Recurrent cost items are Operation and Maintenance of required solution for three years from the date of Commissioning and acceptance, Comprehensive Annual Maintenance (AMC) for two years after warranty period of one year and software support for upgrade/ patches/ renew etc. for three years after warranty.
ITB 14.4	The Incoterms edition is ***Incoterms 2010***
ITB 14.4 (a)	For foreign goods priced on a CIP (named place of destination) basis:

	(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. The named place of destination shall be the ***Project Sites*** **–** Bhumi Sudhar Nigam of the Government of Utter Pradesh (UPBSN), India, T.C/19V, Vibhuti Khand , Gomti Nagar, Lucknow, U.P.(India) However, some of the items/ goods will be supplied to respective sites as specified in the Technical Requirements, Section VI.
ITB 14.7	Prices quoted by the Bidder shall be "fixed" However, in the case of recurrent cost components the prices need to be quoted as per the format-—Systems Inventory Table(Recurrent Cost Items[B]in Section VI-Technical Requirements.
ITB 15.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the System offered locally (i.e., from within the Purchaser's Country), as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local services incidental to delivery, installation and operation of the System, is: INR
ITB 16.2 (c)	The Preliminary Project Plan must address all the requirements as stated in the Technical Requirements Section VI.
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: (refer to technical requirement section)
ITB 17.1	Bids ***need*** to be secured ***by a Bid Security*** The amount of Bid Security required is: INR 5,00,000/- (Indian Rupees Five lakhs only) or equivalent amount in a freely convertible currency in the name of UPBSN, Lucknow, INDIA payable at Lucknow.
ITB 17.7	Not Applicable
ITB 18.1	The bid validity period shall be 120 days after the deadline for bid submission as specified below in reference to ITB clause 21. Accordingly, each bid shall be valid upto 11/12/2013
ITB 19.1	Required number of bid copies, besides the original: *one*

D. SUBMISSION OF BIDS

ITB 20.2 (a)	The address for bid submission is: Managing Director U.P. Bhumi Sudhar Nigam of the Government of Utter Pradesh (UPBSN), India. T.C/19V, Vibhuti Khand , Gomti Nagar, Lucknow, U.P.(India) All the inner and outer envelops shall also bear the following additional identification marks: IFB No. 09/2012-13 —Bid for Equipment/Services for Designing, Site Preparation, Supply,

	Installation, Commissioning, Maintenance and Operations of the UPBSN Centralized Secured Data Centre at Lucknow (b) the name and address of the bidder. (c) Do Not Open before 3.30 p.m on 13.08.2013
ITB 21.1	Deadline for bid submission is 3.00 p.m on 13.08.2013

E. BID OPENING AND EVALUATION

ITB 24.1	Time, date, and place for bid opening are: 13.08.2013 at 03:30 PM Place of Bid Opening: Uttar Pradesh Bhumi Sudhar Nigam T.C/19V, Vibhuti Khand , Gomti Nagar, Lucknow, U.P.(India)
ITB 27.1	The currency chosen for the purpose of converting to a common currency is INR The source of exchange rate is: B.C. selling exchange rate as established by the State Bank of India as on the date of opening of bids. In case that no exchange rates are available on this date from the source indicated above, the latest available exchange rates from the same source prior to this date will be used.
ITB 28.1	Bids for Subsystems, lots, or slices of the overall Information System will not be accepted. Bids will be evaluated as per the requirements specified in the Bid document (as one package).
ITB 28.4	The firm must have experience in Web-enabled Management Information Systems, Computer Systems, Information Technology, or the equivalent. Experience reviewing, designing and developing Web-enabled MIS/GIS systems for public agencies, preferably experience working with world bank aided projects central government projects and state government projects. Following are the prequalification criteria: The bid evaluation will take into account technical factors in addition to cost factors. However, the bid not meeting fully the minimum technical requirements as specified in the section VI- Technical Requirements & Qualification requirements as in ITB 6.1(a) will be treated as non- responsive. Bidder has to provide complete Technical Responsiveness for all the Technical requirements (must condition) of this bid document in provided format in Section VI: Technical Requirements/ G. Technical Responsiveness Checklist. The weight of the Price = 30%
ITB 28.5	**Technical Solution Evaluation Criteria:** Bidder should refer

	below table for technical solution evaluation Technical proposal of the bidders will be opened and evaluated who meets all the qualification criteria. The evaluation committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as provided below. **(1) Suitability of proposed IT Solution – 20 marks** **(2) Approach and methodology offered by Bidder – 40 marks** **(a) Understanding of Scope of work and all aspect of the Project** Unsatisfactory- 0 Poor- 2 Average- 5 Good- 7 Excellent- 10 **(b) Technical Approach and Methodology: Approach for integration, customization, development, rollout and post implementation support and proposed project plan** Unsatisfactory- 0 Poor- 2 Average- 5 Good- 7 Excellent- 10 (**c) Work Plan** Unsatisfactory- 0 Poor- 2 Average- 5 Good- 7 Excellent- 10 **(d) Training approach and Methodology change Management plan** Unsatisfactory- 0 Poor- 2 Average- 5 Good- 7 Excellent- 10 **(3) Quality of proposed manpower – 40 marks** The qualification and experience requirements of resource persons are mentioned in Section VI of the BID DOCUMENT. Following positions will be evaluated and 20% marks are allocated to qualifications, 30% to experience and 50% to adequacy for the assignment/position. Project In-charge/Project Manager - 10 Marks

	Engineer Specialist-System/Server/Storage/ Backup- 8 Marks/Database Admin Engineer Specialist- Network/Security – 7 Marks Software Developer – 10 Marks (5 marks each) Infrastructure Support staff - 5 Marks Total Points - 100 The Financial Bids of technically qualified bidders (i.e. scoring >= 70 marks) will be opened on the prescribed date in the presence of bidder representatives. **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 70 and **P** = 30 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. **Note: Contract will be awarded who have obtained highest combined score (Technical and Financial).**
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.

F. POSTQUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	The purchaser may evaluate the Information Technologies offered by the bidder prior to the contract award through: i)Performance Benchmarks reports ii)Technical Presentation ii) Quality Assurance Reports iii) Reference of the site(s) visit facilitated by the bidder to demonstrate its capability Documentary evidence of standard certification(s) for e.g. BS, ISO, etc., if available.
ITB 33.1	Percentage for quantity increase or decrease: 15 percent..
ITB 38.1	The proposed Adjudicator is: Sri. R K Mittal, Ex- Agriculture Production Commissioner Govt. of U.P. The proposed hourly fee is [INR 2000/- per hour + Service Tax]. The expenses that would be considered reimbursable to the Adjudicator are: Hiring of mediation room/chamber, secretarial work, clerkage and travel.

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

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

1. Eligible for this procurement are firms of, and goods manufactured in, all countries except countries, if any, listed in the following restrictions.

2. In accordance with para. 1.8 (a) of the Guidelines: Procurement under IBRD Loans and IDA Credits, firms of a Country or goods manufactured in a Country may be excluded if

(i) as a matter of law or official regulation, the Borrower‘s Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the goods or works required, or

(ii) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower‘s Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

3. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

With reference to paragraph (i) above:"none"

With reference to paragraph (ii) above: None

SECTION IV. GENERAL CONDITIONS OF CONTRACT

a. Notes on the General Conditions of Contract (GCC)

The General Conditions of Contract (GCC) contained in this section are to be read in conjunction with the Special Conditions of Contract (SCC) in Section V and the other documents listed in the Contract Agreement. Together they form a complete document expressing all the rights and obligations of the parties to the Contract.

The GCC must remain unaltered. Contract-specific information, deletions, extensions, and modifications to the GCC shall be introduced only through the SCC.

b. Table of Clauses

A. Contract and Interpretation 48

1. Definitions 48
2. Contract Documents 55
3. Interpretation 55
4. Notices 58
5. Governing Law 59
6. Settlement of Disputes 59

B. Subject Matter of Contract 61

7. Scope of the System 61
8. Time for Commencement and Operational Acceptance 61
9. Supplier's Responsibilities 62
10. Purchaser's Responsibilities 63

C. Payment 65

11. Contract Price 65
12. Terms of Payment 65
13. Securities 66
14. Taxes and Duties 67

D. Intellectual Property 68

15. Copyright 68
16. Software License Agreements 69
17. Confidential Information 71

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 72

18. Representatives 72
19. Project Plan 74
20. Subcontracting 74
21. Design and Engineering 75
22. Procurement, Delivery, and Transport 78
23. Product Upgrades 80
24. Implementation, Installation, and Other Services 81
25. Inspections and Tests 81
26. Installation of the System 82
27. Commissioning and Operational Acceptance 83

F. Guarantees and Liabilities 87

28. Operational Acceptance Time Guarantee 87
29. Defect Liability 87
30. Functional Guarantees 90
31. Intellectual Property Rights Warranty 91
32. Intellectual Property Rights Indemnity 91
33. Limitation of Liability 94

G. Risk Distribution 94

34. Transfer of Ownership 94
35. Care of the System 94

36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification ...95
37. Insurances ...97
38. Force Majeure ...99

H. Change in Contract Elements ...101

39. Changes to the System ...101
40. Extension of Time for Achieving Operational Acceptance ...104
41. Termination ...105
42. Assignment ...113

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

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

(a) contract elements

(i) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

(ii) "Contract Documents" means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).

(iii) "Contract Agreement" means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Forms Section of the Bidding Documents and any modifications to this form agreed to by the Purchaser and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

(iv) "GCC" means the General Conditions of Contract.

(v) "SCC" means the Special Conditions of Contract.

(vi) "Technical Requirements" means the Technical Requirements Section of the Bidding Documents.

(vii) "Implementation Schedule" means the Implementation Schedule Sub-section of the Technical Requirements.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(ix) "Procurement Guidelines" refers to the edition **specified in the SCC** of the World Bank Guidelines: Procurement under IBRD Loans and

IDA Credits.

(x) "Bidding Documents" refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Purchaser is obligated to follow during procurement and administration of this Contract.

(b) entities

(i) "Purchaser" means the entity purchasing the Information System, as **specified in the SCC.**

(ii) "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.

(iii) "Supplier" means the firm or Joint Venture whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

(v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.

(vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties,

pursuant to GCC Clause 6.1 (Adjudication).

(vii) "The World Bank" (also called "The Bank") means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(c) scope

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

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

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

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

(v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

(vi) "The Project Plan" means the document to be

developed by the Supplier and approved by the Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Purchaser, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(vii) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.

(viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

(ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

(x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

(xi) "Standard Software" means Software identified

as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

(xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

(xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

(xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.

(xv) "Standard Materials" means all Materials not specified as Custom Materials.

(xvi) "Custom Materials" means Materials developed by the Supplier at the Purchaser's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

(xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

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

(d) activities

(i) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the current edition Incoterms specified in the Contract.

(ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

(iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

(iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).

(v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

(vi) "Operational Acceptance" means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

(e) place and time

(i) "Purchaser's Country" is the **country named in the SCC.**

(ii) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

(iii) "Project Site(s)" means the place(s) **specified in the SCC** for the supply and installation of the System.

(iv) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Guidelines. (**Note:** The World Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the Bank or its web site on procurement. A copy of the list is contained in the Section of the Bidding Documents entitled "Eligible Countries for the Provision of Goods, Works, and Services in Bank-Financed Procurement").

(v) "Day" means calendar day of the Gregorian Calendar.

(vi) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.

(vii) "Month" means calendar month of the Gregorian Calendar.

(viii) "Year" means twelve (12) consecutive Months.

(ix) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

(x) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in

relation to the System, as **specified in the SCC.**

(xi) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).

(xii) "The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

(xiii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Purchaser and Supplier 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 or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural

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

3.3 Headings

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

3.4 Persons

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

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the current Incoterms ("Incoterms 2000" or a more recent version if and as published). Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

3.6 Entire Agreement

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

3.7 Amendment

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

3.8 Independent Supplier

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

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

shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

3.10 Non waiver

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

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

3.11 Severability

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

3.12 Country of Origin

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

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), 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 addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

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

4.3 Pursuant to GCC Clause 18, notices from/to the Purchaser are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

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

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 by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 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 the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.

6.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with

the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

6.2 Arbitration

6.2.1 If

(a) the Purchaser or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 6.1.2, or

(b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 6.1.2, and the Purchaser or the Supplier acts within the following fourteen (14) days, or

(c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 6.1.1 expires without resolution of the dispute and the Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

6.3 Notwithstanding any reference to the Adjudicator or

arbitration in this clause,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System

7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.

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

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

8. Time for Commencement and Operational Acceptance

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

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time **specified in the SCC** and in accordance with the time schedule specified in the

Implementation Schedule in the Technical Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Purchaser and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5 The Supplier shall comply with all laws in force in the Purchaser's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Purchaser.

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

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

9.8 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Sub-Clause 41.2.1(c), which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 9.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines)

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

10. Purchaser's Responsibilities

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

10.2 The Purchaser shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical

Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).

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

10.4 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Purchaser shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.

10.8 The Purchaser will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

10.9 The Purchaser assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

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

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

C. PAYMENT

11. Contract Price

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

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

(a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

(b) in accordance with the price adjustment formula (if any) **specified in the SCC.**

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

12. Terms of Payment

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

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

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

12.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 All payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made in the currency of the Purchaser's Country, unless otherwise **specified in the SCC.**

12.5 Unless otherwise **specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

13. Securities

13.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

13.2.1 As **specified in the SCC,** the Supplier shall provide a security equal in amount and currency to the advance payment, and valid until the System is Operationally Accepted.

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

recovered by the Purchaser. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC.** The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC.**

13.3.2 The security shall be 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.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC,** on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties

14.1 For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply

in the Purchaser's country, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Purchaser's Country (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. INTELLECTUAL PROPERTY

15. Copyright

15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Purchaser's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or 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 in 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.**

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 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 "Receiving Party" (either the Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Purchaser or the Purchaser's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

(a) the Supplier may furnish to its Subcontractor Confidential Information of the Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

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

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

17.4 The Purchaser shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

(a) now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

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

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

17.7 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, and shall normally be the person giving or receiving notices on behalf of the Purchaser pursuant to GCC Clause 4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the

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

18.2.2 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 vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take

effect unless and until the notice of it has been delivered.

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

18.3 Objections and Removals

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

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

19. Project Plan

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

19.2 The Supplier shall formally present to the Purchaser the Project Plan in accordance with the procedure specified in the SCC.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.

19.5 The Progress and other reports **specified in the SCC** shall be prepared by the Supplier and submitted to the Purchaser in the format and frequency specified in the Technical Requirements.

20. Subcontracting

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are

considered acceptable by the Purchaser. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System. The Purchaser shall not withhold such approval unreasonably. Such approval by the Purchaser of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Purchaser's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Purchaser of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, in the SCC, or in Appendix 3 of the Contract Agreement.

21. Design and Engineering

21.1 Technical Specifications and Drawings

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

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical

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

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

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise **specified in the SCC.** During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Technical Documents by the Project Manager

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

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

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

21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the

reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

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

21.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Clause 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 related Purchaser's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

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

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

22.4 Transportation

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

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

22.4.3 Unless otherwise **specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain

insurance from any eligible source country.

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

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

Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser by mail or courier, as appropriate, with a copy to the cargo insurance company:

(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

(b) usual transportation documents;

(c) insurance certificate;

(d) certificate(s) of origin; and

(e) estimated time and point of arrival in the Purchaser's Country and at the site.

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

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

(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

(b) delivery note, railway receipt, or truck receipt;

(c) certificate of insurance;

(d) certificate(s) of origin; and

(e) estimated time of arrival at the site.

22.6 Customs Clearance

(a) The Purchaser will bear responsibility for, and cost of,

customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.

(b) At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in customs clearance that are not the fault of the Supplier:

(i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;

(ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23. Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.

23.4 During the Warranty Period, unless otherwise **specified in the SCC,** the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all

Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.

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

24. Implementation, Installation, and Other Services

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

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

25. Inspections and Tests

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

25.2 The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 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 pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System

or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.

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

27. Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

(b) as otherwise specified in the Technical Requirement or the Agreed 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 major components or Subsystem[s] if **specified in the SCC** and supported by the Technical Requirements), 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 components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within the period **specified in the SCC,** from the date of Installation or any other period agreed upon in writing by the Purchaser and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

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

(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or

(b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Purchaser within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

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

27.3.2 At any time after any of the events set out in GCC

Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

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

(a) issue an Operational Acceptance Certificate; or

(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

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

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

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

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Purchaser to fulfill its obligations under the Contract, then the

Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

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

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

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

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule 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 pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Purchaser liquidated damages at the rate **specified in the SCC** as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 Unless otherwise **specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Purchaser may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in

the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as **specified in the SCC.** Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 In addition, the Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, (ii) they have been previously released to the market, and (iii) those specific items **identified in the SCC** (if any) have been in the market for at least the minimum periods **specified in the SCC.**

29.4 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time **specified in the SCC.**

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect or of any damage to the System arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the System by the

Purchaser;

(b) normal wear and tear;

(c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or

(d) modifications made to the System by the Purchaser, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

(a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

(b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

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

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

29.10 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period **specified in the SCC,** the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such

work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

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

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

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

30. Functional Guarantees

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

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational

Acceptance, the Purchaser may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31. Intellectual Property Rights Warranty

31.1 The Supplier hereby represents and warrants that:

(a) the System as supplied, installed, tested, and accepted;

(b) use of the System in accordance with the Contract; and

(c) copying of the Software and Materials provided to the Purchaser in accordance with the Contract

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32. Intellectual Property Rights Indemnity

32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and

(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Purchaser's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any

products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

(a) is asserted by a parent, subsidiary, or affiliate of the Purchaser's organization;

(b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or

(c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in

connection with this Contract by the Purchaser or any persons (other than the Supplier) contracted by the Purchaser, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;

(b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

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

proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

33. Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

G. RISK DISTRIBUTION

34. Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35. Care of the System

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

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

System by reason of:

(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

(b) any use not in accordance with the Contract, by the Purchaser or any third party;

(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

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

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

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

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

Indemnification

and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the

Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37. Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b) Installation "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c) Third-Party Liability Insurance

On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the

Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

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

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

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

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

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

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

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in

connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38. Force Majeure

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

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

(f) failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

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

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

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

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

(a) constitute a default or breach of the Contract;

(b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,

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

38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System

39.1 Introducing a Change

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

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms Section in the Bidding Documents.

39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change

initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Purchaser

39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

(a) brief description of the Change;

(b) impact on the Time for Achieving Operational Acceptance;

(c) detailed estimated cost of the Change;

(d) effect on Functional Guarantees (if any);

(e) effect on any other provisions of the Contract.

39.2.2 Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager an "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Purchaser shall do one of the following:

(a) accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

(b) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

(c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Purchaser and Supplier has not reached agreement in accordance

with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Purchaser accepts the Supplier's objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

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

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

the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

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

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary.

40. Extension of Time for Achieving Operational Acceptance

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

(a) any Change in the System as provided in GCC Clause 39 (Change in the Information System);

(b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);

(c) default of the Purchaser; or

(d) any other matter specifically mentioned in the Contract;

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

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

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

41. Termination

41.1 Termination for Purchaser's Convenience

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

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

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

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;

(c) remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) in addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the

date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) deliver to the Purchaser all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

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

(a) the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

(b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;

(c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

(d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and

(e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

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

to this GCC Clause 41.2:

(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive 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:

(i) "corrupt practice"[1] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[2] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[3] is an arrangement between two or more parties designed to

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

[2] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

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

achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[1] 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 9.8.

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

[1] A "party" refers to a participant in the procurement process or contract execution.

Operational Acceptance as extended;

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

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

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

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;

(c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall

return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

(a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents

or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or

(b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;

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

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

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

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to

Clause 41.3.3 (d) (ii);

(c) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.

(d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

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

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

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

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

to the SCC.

42. Assignment

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

SECTION V. SPECIAL CONDITIONS OF CONTRACT (SCC)

c. Table of Clauses

A. Contract and Interpretation 117

1. Definitions (GCC Clause 1).....117
2. Contract Documents (GCC Clause 2).....118
3. Interpretation (GCC Clause 3).....118
4. Notices (GCC Clause 4).....118
5. Governing Law (GCC Clause 5).....118
6. Settlement of Disputes (GCC Clause 6) 118

B. Subject Matter of Contract 119

7. Scope of the System (GCC Clause 7).....119
8. Time for Commencement and Operational Acceptance (GCC Clause 8) 120
9. Supplier's Responsibilities (GCC Clause 9).....120
10. Purchaser's Responsibilities (GCC Clause 10).....120

C. Payment.....120

11. Contract Price (GCC Clause 11).....120
12. Terms of Payment (GCC Clause 12) 121
13. Securities (GCC Clause 13).....123
14. Taxes and Duties (GCC Clause 14).....123

D. Intellectual Property.....123

15. Copyright (GCC Clause 15).....123
16. Software License Agreements (GCC Clause 16).....124
17. Confidential Information (GCC Clause 17).....124

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 124

18. Representatives (GCC Clause 18) 124
19. Project Plan (GCC Clause 19) 124
20. Subcontracting (GCC Clause 20).....125
21. Design and Engineering (GCC Clause 21).....126
22. Procurement, Delivery, and Transport (GCC Clause 22).....126
23. Product Upgrades (GCC Clause 23).....126
24. Implementation, Installation, and Other Services (GCC Clause 24).....126
25. Inspections and Tests (GCC Clause 25) 126
26. Installation of the System (GCC Clause 26).....126
27. Commissioning and Operational Acceptance (GCC Clause 27) 126

F. Guarantees and Liabilities.....127

28. Operational Acceptance Time Guarantee (GCC Clause 28) 127
29. Defect Liability (GCC Clause 29) 127
30. Functional Guarantees (GCC Clause 30).....127
31. Intellectual Property Rights Warranty (GCC Clause 31) 127
32. Intellectual Property Rights Indemnity (GCC Clause 32).....128
33. Limitation of Liability (GCC Clause 33).....128

G. Risk Distribution.....128

34. Transfer of Ownership (GCC Clause 34) 128
35. Care of the System (GCC Clause 35) 128

36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification (GCC Clause 36) 128
37. Insurances (GCC Clause 37).....128
38. Force Majeure (GCC Clause 38) 129

H. Change in Contract Elements.....129

39. Changes to the System (GCC Clause 39) 129
40. Extension of Time for Achieving Operational Acceptance (GCC Clause 40) 129
41. Termination (GCC Clause 41).....129
42. Assignment (GCC Clause 42).....129

Special Conditions of Contract

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

A. CONTRACT AND INTERPRETATION

1. Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	**The applicable edition of the Procurement Guidelines is dated May 2009—revised December, 2010** .
GCC 1.1 (b) (i)	**The Purchaser** U.P.Bhumi Sudhar Nigam of the Government of Utter Pradesh (UPBSN), India **End User** is: UPSLRIIIP project - U.P. Bhumi Sudhar Nigam T.C/19V, Vibhuti Khand , Gomti Nagar, Lucknow, U.P.(India) , Fax :+91-522-2720416-17 Phone No. 0522-2720050, 2720428 All material will be procured in the name of UPBSN. UPBSN will avail Custom Duty Exemption. All prices should be CIP destination.
GCC 1.1 (b) (ii)	**The Project Manager is:** Senior Manager (System), UPBSN
GCC 1.1 (e) (i)	The Purchaser's Country is: **India**
GCC 1.1 (e) (iii)	**The Project Site(s) is/are**: Beside U.P. Bhumi Sudhar Nigam, T.C/19V, Vibhuti Khand , Gomti Nagar, Lucknow, U.P.(India) , head office 20 DPUs i.e. **Azamgarh, Aligarh, Allahabad, Etah, Sant Ravidas Nagar, Etawah, Farrukhabad, Fatehpur, Ghazipur, Hardoi, Jaunpur, Kanpur Dehat, Kannauj, Kanpur Nagar, Lucknow, Mainpuri, Pratapgarh, Raebareli, Sultanpur and Unnao.** The number of DPUs can be increase.
GCC 1.1 (e) (x)	*State: "**The Contract shall continue in force until the Information System and all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract."***
GCC 1.1. (e) (xii)	The bidder will design, supply, install and commission the project as required. After successful testing and acceptance, the bidder will provide operational support of 3 years through its Engineers/Experts. During these 3 years, the project infrastructure will be under 1 year of comprehensive warranty followed by 2 years of maintenance support through AMCs. For minimum number of personnel as required for on-site 24X7 support, the Bidder should refer to Clause 2.5, sub-clause 2.5.4.3 of Section VI – Technical Requirements. Bidder must support, operate, update, upgrade and maintain the supplied system for this period.

2. Contract Documents (GCC Clause 2)

GCC 2	***"There are no Special Conditions of Contract applicable to GCC Clause 2."***

3. Interpretation (GCC Clause 3)

GCC 3.1.1	The Contract's governing language is : English

4. Notices (GCC Clause 4)

GCC 4.3	**Address of the Project Manager:** U.P. Bhumi Sudhar Nigam, India, T.C/19V, Vibhuti Khand , Gomti Nagar, Lucknow, U.P.(India) Fax :+91-522-2720416-17 PBX phone: 0522-27200050, 2720428 E-mail : upbsn@yahoo.com Web site: http://www.upbsn.org

5. Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be interpreted in accordance with the laws of: *India*

6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.4	The appointing authority for the Adjudicator shall be the President, Institution of Engineers New Delhi. The dispute settlement mechanism to be applied shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration. (a) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United

	nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration. (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties. (c) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier‘s obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier‘s Bid: Recurrent cost items are Operation and Maintenance of required Software solution/Network for three years from the date of Commissioning and acceptance, Comprehensive Annual Maintenance (AMC) for two years after warranty period of one year and software support for upgrade/ patches/ renew etc. for two years after warranty. Refer para 2.5.3.3 of Technical Requirements Section VI - Technical Assistance for Operations and Maintenance for a total period of three

	years.. Refer para 2.5.3.4 of Technical Requirements Section VI - Post warranty maintenance (AMC) for two years Refer System Inventory Table B of Technical Requirements Section VI

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

GCC 8.1	The Supplier shall commence work on the System within: *Fifteen days* from the Effective Date of the Contract.
GCC 8.2	Operational Acceptance will occur as specified in the implementation schedule in Section VI Technical Requirements

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.9	The Supplier shall have the following additional responsibilities : None

10. Purchaser's Responsibilities (GCC Clause 10)

GCC 10.12	The Purchaser shall have the following additional responsibilities: None

C. PAYMENT

11. Contract Price (GCC Clause 11)

GCC 11.2 (b)	Prices quoted by the Bidder shall be "fixed" However, in the case of recurrent cost components the prices need to be quoted as per the format Systems Inventory Table(Recurrent Cost Items[B]in Section VI- Technical Requirements.

12. Terms of Payment (GCC Clause 12)

GCC 12.1	Payment shall be made in the currency specified in the Contract in the following manner: **(i) In case of imported items:** Letter of Credit(LC) would be opened after receipt of Performance Bank Guarantee in accordance with clause GCC 13.3.1 and submission of Performa Invoice for 100% value of items to be supplied from abroad. 70% of the payment for Equipment/goods quoted in foreign currency will be made on submission of manufacturer‘s inspection/test certificates and shipping documents. Balance 30% payment will be released on installation and successful commissioning, testing and acceptance of the equipment: If LC is required to be extended/reinstated/amended for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier‘s account. **(ii) In case of Indian Rupee Value items:** Payment in respect of rupee value components, 100% payment shall be made by UPBSN, Lucknow, India after delivery and satisfactory completion of installation, commissioning, testing, acceptance of the equipment and handing over of the entire project as well as receipt of pre-receipted bill in duplicate. **(iii) Payment towards AMC:** Equipment/goods/Infrastructure would be under on-site comprehensive warranty of one year from the date of installation, commissioning, acceptance and handing over to the Data Center. Subsequently equipments would be under on-site Comprehensive AMC for two years. Payment towards on-site comprehensive AMC will be released half yearly basis after completion of each half year period subject to providing satisfactory services and meeting SLA and application Performance and submission of Performance security in conformity with the clause 13 of GCC, and deductions from payments as per clause 1.2.4 of Technical Requirements- Section VI if SLA requirements are not satisfied. **(iv) Payment towards Operations of Applications:** Operations and management of application for three years after satisfactory commissioning, functioning, acceptance and handing over of the entire solution will be carried out by the Successful Bidder. Charges towards Operations and Management of application/network will be paid after completion of each six months period subject to providing satisfactory services meeting SLA, Application Performance and terms & conditions related to operations as specified in the bid document and submission of

Performance Guarantee security in conformity with the clause 13 of GCC, and deductions from payments as per clause 1.2.4 of Technical Requirements- Section VI if SLA requirements are not satisfied.

(v) Payment Schedule:

Activity	**Payment % (Total Project cost)**
1. Advance against bank guarantee	10%
2. Submission of detailed Software Requirement Specification (SRS) Study Report. (Detailed project plan for implementation, including design framework) subject to approval and satisfaction report from UPBSN	5%
3. All System software subject to approval and satisfaction report from UPBSN	5%
4.Design and development of MIS codes subject to approval and satisfaction report from UPBSN	15%
5.Installation, configuration, hosting of complete MIS application, testing, and 100% error free data migration, commissioning of all hardware & networking equipment's at SDC, UPBSN HQ and project district office subject to approval and satisfaction report from UPBSN	35%
6.Training to the administrative staff of UPBSN for handling of developed MIS at head quarter 7 days (5 hrs. per day) subject to approval and satisfaction report from UPBSN	6%
7.Training to the DBA for handling of developed MIS at head quarter 15 days (8 hrs. per day) subject to approval and satisfaction report from UPBSN and Project	
8. Training to the IT support staff and end users for handling of developed MIS at head quarter 20 days (4 hrs. per day) subject to approval and satisfaction report from UPBSN and Project.	
9.Documentation & operation manual (in 5 hardcopies and one softcopy – video manual)	4%
10."Go-Live" in 100% for Head Office and 29 District Offices subject to approval and satisfaction report from UPBSN	20%

GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of 3.0% per year.
GCC 12.4	For Goods and Services supplied locally, the Purchaser will pay the Supplier in Indian Rupees.

13. Securities (GCC Clause 13)

GCC 13.2.1	Deleted - there is no provision for advance payment under the project.
GCC 13.2.2	Deleted - In view of GCC 13.2.1 above
GCC 13.3.1	Performance Security, valid for a period of 36 months extendable to cover total period of project completion. Total three years of operations & maintenance services which includes one year warranty period and two years of Comprehensive AMC after the warranty period. The amount of the performance security shall be 10% of the contract amount excluding recurrent cost.
GCC 13.3.4	Deleted

14. Taxes and Duties (GCC Clause 14)

GCC 14	The end user i.e. UPBSN would avail Custom Duty Exemption and the necessary Documents to this effect shall be provided by department to the bidder on demand. The bidder shall be responsible for clearance and release of all the imported equipments/ goods from the Custom authorities. Details of the documents required and their filled copies will be provide by the bidder. Hence, all prices should be offered without Custom Duty component for imported equipments/ goods.

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 15.4	The Purchaser‘s and Supplier‘s rights and obligations with respect to Custom Software or elements of the Custom Software are as follows: ***“not applicable”***
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 India;"**
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 UPBSN subject to the same restrictions as are set forth in this Contract.**
GCC 16.2	**Deleted. No customized software being developed under this project.**

17. Confidential Information (GCC Clause 17)

GCC 17.1	There are no modifications to the confidentiality terms expressed in GCC Clause 17.1
GCC 17.7	The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for *the period of contract.*

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	Chapters in the Project Plan shall address the following subject: ***(a) Project Organization and Management Plan;*** ***(b) Delivery and Installation Plan*** ***(c) Training Plan*** ***(d) Pre-commissioning and Operational Acceptance Testing Plan*** ***(e) Warranty Service Plan***

	(f) Task, Time, and Resource Schedules ***(g) Post-Warranty Service Plan*** ***(h) Technical Support Plan*** ***(i) Operations and Maintenance Plan;*** ***(j) Help Desk Plan*** ***(k) any other item*** Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section VI].
GCC 19.2	Within fifteen days from the Effective Date of the Contract, the Supplier shall present a Project Plan, in consultation and with the approval of the Purchaser.
GCC 19.5	The Supplier shall submit to the Purchaser the following reports: ***(a) Fortnightly progress reports, summarizing:*** ***(i) results accomplished during the prior period;*** ***(ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed 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) Inspection and quality assurance reports***

20. Subcontracting (GCC Clause 20)

GCC 20	"There are no Special Conditions of Contract applicable to GCC Clause 20.". However, Only the bidder will be responsible for Designing, Supply, Installation, Commissioning, Maintenance and Operations of the entire project.

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	The Supplier shall prepare and furnish to the Project Manager the documents, required as per bid document, 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.

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

GCC 22.1	The Supplier *shall* be free to use transportation through carriers registered in any eligible country and *shall* obtain insurance from any eligible source country.
GCC 22.2	The Supplier shall provide the Purchaser with shipping and other documents "as specified in the GCC"

23. Product Upgrades (GCC Clause 23)

GCC 23	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,"***

24. Implementation, Installation, and Other Services (GCC Clause 24)

GCC 24	"There are no Special Conditions of Contract applicable to GCC Clause 24."

25. Inspections and Tests (GCC Clause 25)

GCC 25	"There are no Special Conditions of Contract applicable to GCC Clause 25."

26. Installation of the System (GCC Clause 26)

GCC 26	"There are no Special Conditions of Contract applicable to GCC Clause 26."

27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	Operational Acceptance Testing shall be conducted in accordance with requirement specified in Section-VI Technical Requirements- D: Testing and Quality Assurance Requirements.
GCC 27.2.2	If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within 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 0.5 percent per week. The maximum liquidated damages are *10* percent of the Contract Price.
GCC 28.3	Liquidated damages shall be assessed with respect to deliveries, installation, commissioning and acceptance milestones as specified in Section VI Technical Requirements- E: Implementation Schedule.

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 29.3 (iii)	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: ***“All Standard Software must have been commercially available in the market for at least six months”***
GCC 29.4	***The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for 12 months;” After successful testing and acceptance, the bidder will provide operational support of 3 years through its Engineers/experts. During these 3 years, the Application will be under 1 year of comprehensive warranty followed by 2 years of maintenance support through AMCs.***
GCC 29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within 4 *working hours* of notification.

30. Functional Guarantees (GCC Clause 30)

GCC 30	“There are no Special Conditions of Contract applicable to GCC Clause 30.”

31. Intellectual Property Rights Warranty (GCC Clause 31)

GCC 31	*Insert:* ***necessary and appropriate clauses,*** *or state* ***“There are no Special Conditions of Contract applicable to GCC Clause 31.”***

32. Intellectual Property Rights Indemnity (GCC Clause 32)

GCC 32	"There are no Special Conditions of Contract applicable to GCC Clause 32."

33. Limitation of Liability (GCC Clause 33)

GCC 33	"There are no Special Conditions of Contract applicable to GCC Clause 33."

G. RISK DISTRIBUTION

34. Transfer of Ownership (GCC Clause 34)

GCC 34	"There are no Special Conditions of Contract applicable to GCC Clause 34."

35. Care of the System (GCC Clause 35)

GCC 35	"There are no Special Conditions of Contract applicable to GCC Clause 35."

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."

37. Insurances (GCC Clause 37)

GCC 37.1 (c)	(i) Third Party liability insurance including purchaser's personnel, with a minimum coverage of one million rupees; (ii) Employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor including sub-contractors if any,, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (iii) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the subsystems that have been accepted by the purchaser (iii) any documents(software of the IT systems) prepared by the Contractor in the performance of the Services with a minimum coverage of two times the value of the contract. Supplier shall take the above coverage for the entire period of the

	contract at their own cost.
GCC 37.1 (e)	No Party to this Agreement will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease, governing activities at any location provided by the Project Manager. The supplier shall Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc. The above provisions should be made applicable for the entire period of the contract.

38. Force Majeure (GCC Clause 38)

GCC 38	There are no Special Conditions of Contract applicable to GCC Clause 38

H. CHANGE IN CONTRACT ELEMENTS

39. Changes to the System (GCC Clause 39)

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

41. Termination (GCC Clause 41)

GCC 41	There are no Special Conditions of Contract applicable to GCC Clause 41

42. Assignment (GCC Clause 42)

GCC 42	There are no Special Conditions of Contract applicable to GCC Clause 42

SECTION VI. TECHNICAL REQUIREMENTS (INCLUDING IMPLEMENTATION SCHEDULE)

d. Table of Contents: Technical Requirements

A. Background 135

0.1 The Purchaser....135
0.2 Business Objectives of the Purchaser 135
0.3 Acronyms Used in These Technical Requirements 137

B. Business Function and Performance Requirements 138

1.1 Business Requirements to Be Met by the System 138
1.1.2.1 Review Existing setup....138
1.1.2.2 Design, Supply, Installation, and Commissioning phase of Proposed MIS for UPSLR III P 139
Technical Architecture....139
1.1. Application Solution Architecture and Modules of proposed MIS Application 143
a. Application Architecture....143
b. Modules of Proposed MIS 145
1.2. Related Information Technology Issues and Initiatives....149
1.3. System Upgrade 149
1.4. Service Level Agreement: Performance Requirements of the System....150
1.4.1 Definitions....151
1.4.2 Category of SLAs 151
1.4.3 SLA Review Process....152
1.4.4 Penalties 152

C. Technical Specifications 153

1. General Technical Requirements....153
2. Server and Application Set-up at UP SDC 153
3. Computing Hardware Specifications 155
3.2 Hardware Requirements....155
3.3 Servers with relevant Operating System Software 155
3.4 Indicative minimum Specifications for Servers....155
A. Proposed Server Configuration to Support Systems and Data Sharing:....158
3.5 Networking Components 159
3.6 Software Technical Specifications:....160
1. WEB based MIS should facilitate:....160
2. RDBMS - Relational Database Management System 162
3. Business Application Software 163
4. Mail Messaging & Collaboration System....164
5. Directory Server....165
6. WEB ACCESS MANAGEMENT SOFTWARE 166
7. BACKUP SOFTWARE....168
8. Functional Performance Requirements of the System....171
9. System Management, Administration, and Security Specifications....172

A. Testing and Quality Assurance Requirements....176

1. Inspections 176
2. Pre-commissioning Tests 177
3. Operational Acceptance Tests....177

ANNEXURE I: INDICATIVE QUANTITIES FOR IT INFRASTRUCTURE 178

E. Implementation Schedule 180

Implementation Schedule Table 181
"Entire System Procurement" 181

F. Required Format of Technical Bids.....190

5.1 Description of Information Technologies, Materials, Other Goods, and Services .190
5.2 Item-by-Item Commentary on the Technical Requirements 190
5.3 Preliminary Project Plan 190
5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies 191

G. Technical Responsiveness Checklist.....192

Technical Responsiveness Checklist 193

2 Attachments.....195

Attachment 1: Existing Information Systems / Information Technologies 195
Attachment 2: Site Drawings and Site Survey Information.....195
Attachment 3: Sample Reports, Data Entry Forms, Data, Coding Schemes, Etc. / Information System and the Key functionalities to be provided by the application systems 195
Attachment 4 : Relevant Legal Codes, Regulations, Etc. 195
Attachment 5: Available Training Facilities.....195
Attachment 6: The Purchaser's Project and Corporate Management Structure 195
Attachment 7: Indicative Data Centre Architecture.....195
I. Attachment 1: Existing Information Systems / Information Technologies 196

H. Attachments.....199

Attachment 2: Site Drawings and Site Survey Information 199

H. Attachments.....199

Attachment 3: Sample Reports, Data Entry Forms, Data, Coding Schemes, Etc. / Information System and the Key functionalities to be provided by the application systems 199
Attachment 3_A MIS data input Screens.....199
Attachment 3_B MIS Reports.....199
Attachment 3_C Ravine Pilot in UPSLR IIIP 199
Attachment 3_D Animal Husbandry 199
Attachment 3_E Marketing component 199
Attachment 3_F PMC 199
Attachment 3_G Credit 199
Attachment 3_H Drainage 199
Attachment 3_I PIS 199
Attachment 3_J Payroll.....199
Attachment 3_K MPIMS 199
Attachment 3_L Environment.....199
H. Attachments 200
Attachment 4: Relevant Legal Codes, Regulations, Etc. 200

H. Attachments.....201

Attachment 5: Available Training Facilities 201

H. Attachments.....202

Attachment 6: The Purchaser's Corporate Management and Project Structure.....202

H. Attachments.....203
Attachment 7: Indicative Data Centre Architecture.....203

TECHNICAL REQUIREMENTS

EXECUTIVE SUMMARY

The U.P. Bhumi Sudhar Nigam of the Government of Utter Pradesh (UPBSN) was established in 1978 with the mission of preserving the health and productivity of land resources in a sustainable manner, and to protect, rehabilitate, and regenerate all potentially cultivable lands. Under UPSLR-III project, it is proposed to replace the following:

1. Design and implement internet enabled MIS application
2. Procure new hardware for the Data center in Lucknow
3. Provide internet connectivity in 20 District offices
4. Migration of data from current version to upgraded version
5. Training to different section of staff i.e. end user, administrator session etc
6. Documentation, online help, real-time help.
7. Warranty for next 3 year's (i.e. warranty for 3 years and maintenance for 2 years)

The Technical requirements set out in this document include:

A. Background information about U.P. Bhumi Sudhar Nigam (UPBSN), Implementing Agencies and their general business objectives

B. Information on the business functions that the MIS will be required to address.

C. Technical specifications relating to existing ERP application and associated hardware

D. Technical specification of new hardware

E. Information on providing training to UPBSN staff on MIS application

F. Information on testing and quality assurance requirements.

G. An implementation schedule, this implementation schedule has sets out the major tasks associated with each component's development

H. The entire requirement mentioned in the technical document which must be addressed (unless and until it is defined specifically in any bid). Failure to address these mandatory requirements may lead to a bid's nonconformance.

A. BACKGROUND

0.1 The Purchaser

0.1.1 Uttar Pradesh Bhumi Sudhar Nigam (UPBSN) is a department of Uttar Pradesh Government entrusted with the responsibility of execution of the UP Sodic Lands Reclamation III Project (UPSLR III P) with financing from the World Bank. The development objective of the project is to increase agricultural productivity in selected areas of degraded lands in UP. The objective will be achieved through reversal of water-induced land degradation, enhancement of soil fertility and improved provision of agricultural support services. It also aims to sustainably reverse the process of land degradation and fertility loss, thus enhancing agricultural productivity. By focusing on the reclamation of land for the poorest section of farmers, the project is expected to contribute significantly to poverty alleviation and improved food/nutrition security in the project areas. It is expected to have favorable environmental impacts, as was seen in earlier efforts of sodic land reclamation, wherein, independent studies show that, over a ten-year period, there was a five-fold increase in floral and faunal diversity and seven-fold increase in microbial biomass carbon. The project will also help towards closing the "productivity gap" in agriculture in the state by improving extension to promote new agricultural technologies and agronomic practices.

The details about purchaser may be seen at web site www.upbsn.org

0.1.2 UPBSN is executing the UP Sodic Lands Reclamation III Project (UPSLR III P) with financing from the World Bank. The project includes a number of activities which are expected to have a favorable impact on agriculture and socio-economic aspects of the districts falling under the project at the individual project activity level. The UPBSN is headed by Chairman who among others is supported by Advisors, Project Head, MIS Expert and other staff of UPBSN. Chairman (UPBSN) shall be the decision-making authority for the proposed assignment.

UPBSN has formed a coordination team to provide necessary input and guidance during the life cycle of the assignment. The bidder also has to interact closely with the UPBSN's MIS consultants. UPBSN reserves the right to propose corrective action to the bidder at any time in the interest of the project.

0.2 Business Objectives of the Purchaser

0.2.1 The main objective of the assignment is to develop an effective Management Information System in the form of a Web-enabled Management Information System. The Web-enabled MIS would primarily be an online system which would act as a bridge between various districts project units of U.P.B.S.N., thus facilitating online data feeding, management of Information and Reporting, covering the following aspects:

(a) Migration from old MIS (developed in Power Builder & Sybase) to a new Web-enabled MIS

(b) Migration & Management of old MIS data into new Web-enabled MIS.

(c) Development of new MIS for Ravine Pilot for OFD and land treatment.

(d) UPBSN may consider using UP SDC for hosting complete applications.

(e) Development of Personnel Information System (PIS) and procurement related information would be on the web based technology.

(f) Integrate already running customized Tally Accounting software with new web enabled MIS.

0.2.2 **UPBSN** already have a MIS application built over Sybase RDBMS as backend tool and Power Builder 6.0 in front-end tool and SQL Anywhere a multi-user PC based RDBMS in 1999 and is being used in districts. The scope of the MIS systems involves capturing all physical activities that take place right in the field, from collection of baseline information to reclamation of the sodic land. Some of these activities are: (a) Collection of baseline information of project village & farmers, and (b) Collection of plot-wise baseline information about B+, B or C land categories. Presently this MIS application is not able to fulfill the UP Sodic Lands Reclamation III Project (UPSLR III P) requirements because there are some problems in the reports generation at district level and MIS in not working at headquarter level. This MIS was developed 1999 further there are two new components (Institutional Strengthening and Capacity Building for Market-Oriented Production and Animal Husbandry) and ravine pilot project are included in this UPSLRIIIP. These modules are also not available in old MIS.

0.2.3 UPBSN has envisioned that the successful implementation of the MIS application system will provide the following benefits:

1. Generation and maintenance of various MIS reports:
   - Information capturing
   - Information processing
   - Information management
   - Information based decision making & reporting
2. Study of existing business process to finalize MIS formats: Before finalization of MIS requirement and formats, a through study of the existing business process shall be carried out along with the utility. Based on the organization structure and requirement of decision support system at organization level, a comprehensive MIS requirement document shall be prepared.
3. Provision of monitoring system.
4. Provision of Business Intelligence Tools: This module should provide Business intelligence Tools for data mining, analysis, trending, simulation etc. ETL and Data warehouse must also provide.
5. Provision to generate reports for all modules in user defined formats: The system shall generate reports for all the modules in user-defined formats. The system will have a graphical user interface with a capability for generating customized reports, apart from the regular ones mentioned above, as per the requirement of

management and operations staff. Display of statistical data shall be presented additionally in graphical formats such as bar-graph/pie diagram etc. for convenience of analysis.

0.3 Acronyms Used in These Technical Requirements

0.3.1 A table of organizational and technical acronyms used in the Requirements.

	Term	Explanation
	UPBSN	Uttar Pradesh Bhumi Sudhar Nigam
	MIS	Management Information System
	UPSLR IIIP	UP Sodic Land Reclamation III Project
	CMM	Capability Maturity Model
	GIS	Geographical Information System
	RDBMS	Relational Database Management System
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte
	GUI	Graphical User Interface
	HDD	Hard Disk Drive
	HTML	Hyper Text Mark-up Language
	HTTP	Hyper Text Transfer Protocol
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	United Nations International Standards Organization
	IT	Information Technology
	KB	Kilobyte
	Kbps	Kilo bits per second
	LAN	Local Area Network
	Mbps	Mega Bits Per Second
	MIS	Management Information System
	NIC	Network interface card
	OS	Operating system
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SLA	Service Level Agreement
	SNMP	Simple Network Management Protocol

	Term	Explanation
	UPS	Uninterrupted Power Supply
	USB	Universal Serial Bus
	WAN	Wide Area Network

B. BUSINESS FUNCTION AND PERFORMANCE REQUIREMENTS

1.1 Business Requirements to Be Met by the System

1.1.1 The generalized requirements for the new systems to be procured, but not limited to, can be summarized as follows:

- The application system should primarily work in centralized architecture. If essential, additional servers can be deployed for applications that are necessarily required at some of the locations. However, essential data should be replicated at the central server also.
- The system should allow both interactive and the batch work modes depending on the type of modules. The application design and construction should take into account the network infrastructure availability in UPBSN.
- The State Data Centre will be equipped to host / co-locate systems (e.g. Web Servers, Application Servers, Database Servers, SAN, and NAS etc.) to host applications at the State Data Center to use the centralized computing power. The centralized computers/Servers will be used to host multiple applications. Software Solution will have high availability, centralized authenticating system to authenticate the users to access their respective systems depending on the authentication matrix.

1.1.2 Scope of Work

The selected bidder shall review the existing MIS application and design, operate, and maintain the proposed MIS solution for a period of 3 years from the date of successful completion of Acceptance Test (AT). The minimum specified work to be undertaken by the bidder for setting up and operating the requirement has been categorized as under:

- Review existing MIS application
- Design, Supply, Installation, and Commissioning phase
- Operation and Maintenance phase
- Training and documentation

The State Data Centre is being located at Lucknow, U.P., India.

1.1.2.1 Review Existing setup

UPBSN already have a MIS application built over Sybase RDBMS as backend tool and Power Builder 6.0 in front-end tool and SQL Anywhere a multi-user PC based RDBMS in 1999 and is being used in districts. The scope of the MIS systems involves capturing all

physical activities that take place right in the field, from collection of baseline information to reclamation of the sodic land form MIS register. Some of these activities are: (a) Collection of baseline information of project village & farmers, and (b) Collection of plot-wise baseline information about B+, B or C land categories.

The existing MIS has different types of data entry forms and reports which may be seen by the bidder in UPBSN head office at Lucknow.

1.1.2.2 Design, Supply, Installation, and Commissioning phase of Proposed MIS for UPSLR III P

The department intends to develop an effective Web-enabled Management Information System for efficient implementation in various project activities. The Web-enabled MIS would primarily be an online system which would act as a bridge between various districts project units of U.P.B.S.N., thus facilitating online data feeding, management of Information and Reporting.

Centralized and Networked architecture is envisaged for UPBSN, in which data processing is carried out at a single location. This location should have set of servers to support the processing needs of the UPBSN. This central location will be connected to the various district units through internet. The client requests are sent to the systems, located in a central place UPBSN headquarter, for processing. The users access the application through internet. The following figure depicts the overall infrastructure for UPBSN.

Technical Architecture

The proposed architecture with major components for Web-enabled Management Information System (MIS) for UPSLR III P project is depicted in the following diagram. The application system to be deployed in UPBSN offices may or may not have same modular demarcation; but it should certainly cater to all the functionalities identified.

The application software components should be simple to use. The total set of software components must be uniform in their User interface, being consistent in their use and meaning of keystrokes and sequences and in their visual presentations to the user. The user interface should be graphical (i.e. GUI) in nature.

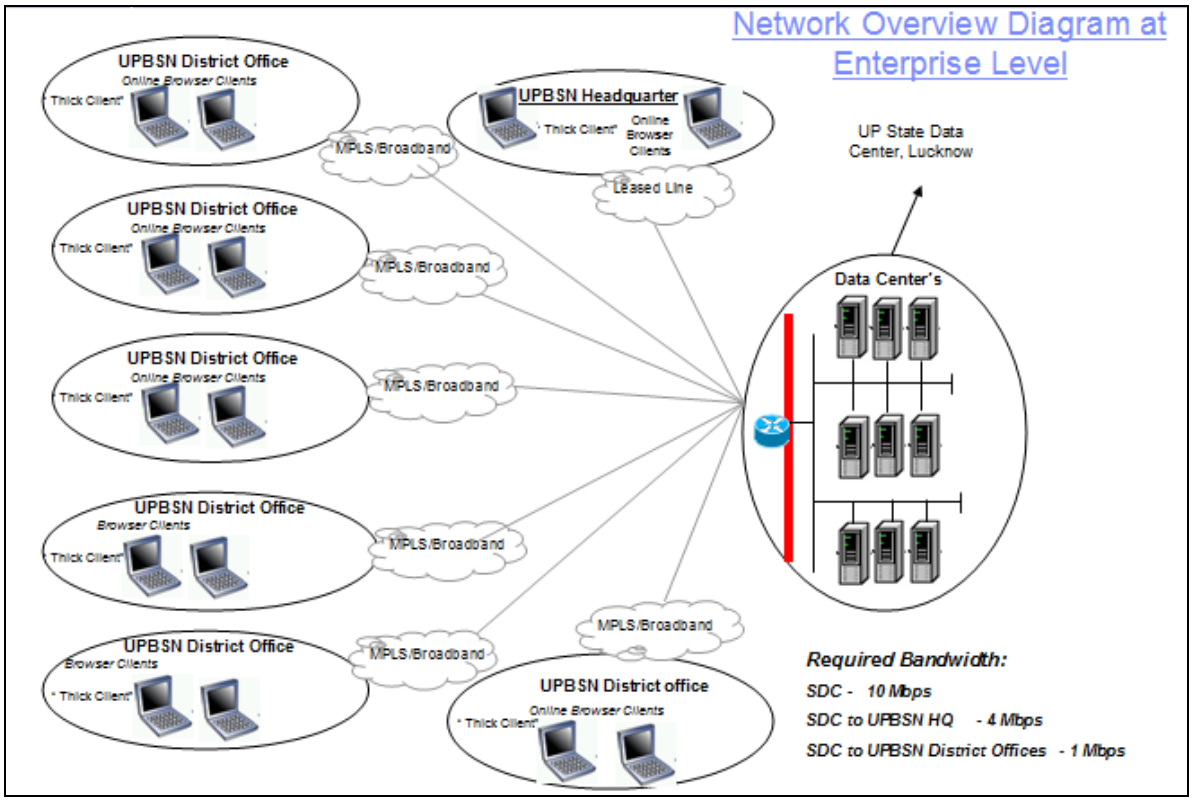
a. Proposed Network Architecture

UPBSN Application server would be hosted at UPSDC. Bidder should be responsible for UPBSN Servers and Software Application.

There would be - two 4 Mbps dedicated connectivity between SDC to UPBSN HQ and it must be configured in redundant mode with no single point of failure.

Bidder should be responsible for providing 1 Mbps or higher Internet link - at 25 UPBSN District offices. Bidder will also responsible for providing of Internet bandwidth of 10Mbps at UP SDC.

The selected bidder shall design the required solution in line with requirements specifications for Tier II Data center wherever possible. The design should ensure an uptime of **99%** on a quarterly basis.



b. Manageability

The Application must be designed in an efficient way to ensure an easy maintenance. It must facilitate ease of configuration, ongoing health monitoring, and failure detection that are vital to the goals of scalability, availability, and security. The design must be able to match the growth of the environment.

WEB based MIS should facilitate

- Error free (no data loss) Migration of MIS database from Sybase to web enabled OFD activity, reclamation stages, cropping system. It would be done in phase manner by the selected software development consultancy firm.
- Web based complaint handling and complaint tracking system to address grievance of the individuals would be part of the proposed MIS.
- Facilitating smooth project implementation by providing timely information on key MIS performance indicators to project management;
- Identifying satisfactory internal controls in project operations.
- Facilitating efficiency and effectiveness of project operations and use of funds/resources.
- Ensure public accountability and transparency; and
- Learning continuously from project implementation and make necessary mid course corrections as deemed appropriate.
- The application must be multi-user
- Prompt facility in searching for the correct code for coded parameters
- Ability to discard all data when the transaction is incomplete (should not save)

- Ability to carry forward data from a previous screen
- An audit trail for all transactions
- The software must be bilingual (Hindi & English).

Interoperability

The entire system/subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several vendors must interact well with each other. These systems should support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/data can be ported to any system, whenever desired. All the system software like HIPS, EMS, AD, Backup Software etc. should be extended part of SDC or fresh product which should be 100 % interoperable with UPSDC system software / Infrastructure.

Testing and Commissioning

Commissioning shall involve the completion of the preparation, supply and installation of the required components and making required application available in the Data Centre for carrying out live Operations and getting the acceptance of the same from the UPBSN. Testing and Commissioning shall be carried out before the commencement of Operations.

Final Acceptance Testing

The final acceptance shall cover 100% of the UPSDC, after successful testing by UPBSN or its designated representatives; a Final Acceptance Test Certificate (FAT) shall be issued by UPBSN to the Bidder. The date on which Final FAT certificate is issued shall be deemed to be the date of successful develop, install and commissioning of the required solution. Prerequisite for Carrying out FAT activity

Detailed test plan shall be defined by the Bidder. This shall be submitted by Bidder before FAT activity to be carried out.

- All documentation related to required application and relevant acceptance test document (including IT Components, Non IT Components etc.) should be completed & submitted before the final acceptance test to UPBSN, Lucknow.
- The training requirements as mentioned should be completed before the final acceptance test.
- Successful hosting of all application/services being provided as a part of the project such as Messaging, www, DNS, Anti-Virus, Application, Portal, etc. For details please refer next section.
- For both IT & Non-IT equipment‘s / software manuals / brochures / Data Sheets / CD / DVD / media for all the UPBSN supplied components

The FAT shall include the following:

- All hardware and software items must be installed at UPSDC site as per the specification.
- Availability of all the defined services shall be verified. The Bidder shall be required to demonstrate all the features / facilities / functionalities as mentioned in the bidding Document.
- The Bidder will arrange all the test equipment required for performance verification. Successful bidder will also provide documented test results.
- The Bidder shall be responsible for the security audit of the network and IT Infrastructure to be carried out by a certified agency other than the successful bidder.

Security Audit

- Selected SI should also responsible for conducting Security Audit of all the MIS modules as described under this RFP through CERT-IN authorized vendor / agency before hosting the application at UPSDC within the project cost.

1.1.2.3 Operation and Maintenance phase

Once the FAT is issued by the UPBSN to the Bidder Project gets into the Operations Phase, The Bidder has to provide the required support in terms of hosting the application at UPSDC including but not limited to:

- Bidder would also be required to continuously monitor the departmental applications in terms of availability and performance.
- Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other application servers on an ongoing basis to
- Ensure smooth functioning of the applications so that services can be offered to the UPBSN employees, staff, etc.

1.1.2.4 Training and documentation

a. Training

The selected bidder shall also be responsible for proving training to UPBSN end user Staff and Data base administrator. Training will be provided for a batch of 10 people for 5-10 days at the UPBSN premise or as decided by the UPBSN.

S. No.	Type of Training	Location	No of Participants	Resources provided by	
				Purchaser	Supplier

1.	End user, Administrative and IT staff Training - for Application usability.	At UPBSN HQ	100	• Class rooms for training • Participating organizations will arrange for the food and lodging during the training period for their participants.	The supplier MUST provide the following material for the courses, with copies as appropriate for each participant • Lecture notes • Worked examples for hands on sessions • Overheads and videos • Interactive E-learning material including audio and video.
				As Above	• Sufficient numbers of computers.
2.	DBA	At UPBSN HQ	5	As Above	As Above
3.	IT Staff	Districts Units	25		As Above

b. Documentation

The bidder will provide documentation, which follows the ITIL (Information Technology Infrastructure Library) standards. This documentation should be submitted as the project undergoes various stages of implementation.

1.1. Application Solution Architecture

a. Application Architecture

The proposed Application Solution Architecture for the project at UPBSN is shown below. The solution architecture comprises of mainly three parts as described below:

- **Presentation Layer:** The Presentation layer of the UPSLR III P portal would provide the internet/intranet browser that would initiate request to the UPSLR III P web server and will display the results of requests. This would contain web browser for external as well as

users. Both external users and internal users will use internet to send request to access UPLSR services.

- **Application & Business Logic Layer:** Application and business logic will be the part of an application program that would perform the required data processing of the business. It would refer to the routines that perform the data entry, update, query and report processing, and more specifically to the processing that takes place behind the scenes rather than the presentation logic required to display the data on the screen (GUI processing). Business logic would model real life business objects, prescribe how business objects interact with one another and would enforce the routes and the methods by which business objects will be accessed and updated.

Following are the parts of Application and Business Logic layer:

- **Enterprise Portal Module:** Enterprise Portal will provide a secure unified access point in the form of a web-based user interface. Portal server carries out the page aggregation, searching, indexing, and integration to the various backend systems using the JSR Portlets APIs. This will provide the single-point access to the system users (both registered and un-registered) for day-to-day information available on the Portal. The portal would be using directory services to authenticate users. Based on authorization permissions and policies, users would be able to use the functionality, provided by the portal. Portal would also provide single-sign on capabilities to the internal users so that they would access all business applications through this single user interface after getting authenticated once and only once. After getting the authentication tokens to access the specific applications, they would be able to access the backend applications. This is to ensure security and role-based access to users.
- **DNS Services:** DNS server shall provide the assigning domain names and mapping those names to IP addresses by designating authoritative name servers for each domain. Authoritative name servers are assigned to be responsible for their particular domains, and in turn can assign other authoritative name servers for their sub-domains. This mechanism has made the DNS distributed and fault tolerant and has helped avoid the need for a single central register to be continually consulted and updated.
- **DHCP Services:** DHCP shall provide automatic IP assignment to the servers and desktop, etc.
- **Directory Services:** The Directory services will be provided to hold the user credentials for all users including the employees & external users.
- **Web Application Server:** This node provides the infrastructure for component based application logic. The web application server(s) provide the underlying J2EE services for running servlets, JSPs (Java Server Pages) and EJB (Enterprise Java Bean) objects, as well as interacting with other components (JMS, JDBC, etc). Web application servers also provide transaction management capabilities and can be configured to provide a highly scalable and available network for running web based applications. The web application server also provides a runtime environment for hosting and accessing web services. For the proposed IGRS-UP system, web application server will be the central runtime environment for applications i.e. RTI, public office tool, grievance management, appointment scheduling, etc.; services, Portals and dashboards.
- **Anti Virus and Anti Spam Services:** Anti Virus and Anti Spam would be required to keep the other servers and application secure from the attack of virus, Trojans and spam.

- **Mail Messaging & Collaboration Services:** Mail and messaging services would provide unified communication and collaboration services where internal users would be able to receive and send e-mails, schedule calendaring activities etc. Collaboration services would provide integrated, real-time communications services for voice, data and video. Find, reach and collaborate with your colleagues, customers and business partners.
- **MIS Reporting:** The different types of reports, but not limited to, are required to be generated from this sub module. The reports should be generated in standard formats like pdf, xls, doc, etc.
- **Database Layer:** This layer would consist of database servers. This layer is important because the information would be stored and retrieved from it only. This layer would keep data neutral and independent from application servers or business logic. Giving data its own layer would also improve scalability and performance. The various types of database in this layer may be Application Database, Mail Database, User Database, and MIS Database.

b. Modules of Proposed MIS

1) Sodic Reclamation Module :

- Master data entry - 6 Forms
- Base line data entry - 13 Forms
- Survey phase entry - 7 Forms
- On Form development (OFD) data entry - 11 Forms
- Seed and fertilizer data entry - 2 Form
- Cropping details (Kharif rabi and Zaid) - 7 Forms
- Follow up of On Farm Development (OFD) - 8 Forms
- Scheme at a Glance for each village
- Item Master Entry – 4 Forms
- Link Drain Specification 1 Form
- Main Drain Specification 1 Form
- Different types of reports as indicated in existing system as mentioned above and many more reports which may be discussed during the meeting with bidder.
- Entry of **W**omen **S**elf **H**elp **G**roup as per selected village entered in village master. i.e. WSHG Master 1 Form
- WSHG Saving member wise. 1 Form

2) Ravine Reclamation Module:

- OFD Works
- Rain Water harvesting/Moisture retention
- Contour Bunding
- Leveling
- Sodding of Bunds
- Gully plugging
- Check Dams
- Cropping

  This module will capture the information based on detailed formats available in **attachement_3_C.**

3) **MPIMS (Material Procurement & Inventory Management System):** This module will be used for procurement of all items and goods required for UPBSN. This module should also maintain all information's related with tenders and quotations invited by UPBSN. Presently UPBSN has procurement module in which data flow is using Master entry like District, Scheme, Financial Year, Type master, Bank master, Item master, Vendor master and Department master of the materials and keeping the inventory with data entry screens like Receipt master, Inspection of supply, Issue master, Repair master, Repair receive, Replacement master, Replacement receive, Rejection master, Inter Unit Transfer, General Receipt and entry of Billing, Local shopping – Enquiry, Quotation Master and Ranking, Entry of purchase orders. Various type of reports are being generated like master listing, Procurement listing and Inventory for different schemes of the project.

4) **PIS (Personal Information System) / Payroll :** Presently this application is being used to prepare employee's salary in two part of application 1st **PIS** using various type of **master** data like District, Category, Department, Daily wages reate, Designation, Employee, Interview Short List, Leave, Pay Scale, Sanctioned and Reserved Post, SAR Entry, Scheme, Sub Unit Staff entry. And 2nd **Payroll** using **master** data like Slab, Salary, Advance, Loan, Loan Sanction, Providend Fund, TDS, Bonus, Arrear and other Entries-

a. **Transaction PIS –** Achievement, ACR, ACR Representation, Area Contract Transaction, Court Cases, Deputation, Disciplinary Proceedings, Efficiency Bar, Employee History, Leave Entry, Past Employer, Promotion/Demotion, Qualification, Regularization, Training, Transfer.
b. **Reports (PIS) –** ACR, Area Contract Status, Contract Expiry, Deputation Information, Disciplinary Proceedings (Form 6A, Form 6B), Interview Short List, Latest position of E.B. Cases, Latest position of Service rules, Leave summer and Register, New Employees, Promotion, Regularization Latest position/summary, Resigned / Terminated Employee, Transfer order, Training, Tribunal Court position, Staff Report.
c. **Transaction (Payroll) –** Monthly Salary Processing, Cheque/ Stop salary position, Leave encashment, Leave regularization / Deduction, Cheque Details, Salary Fix/Delete, Arrear Processing DA/ADA Calculation, TDS Processing.
d. **Reports (Payroll) –** Employee Payslip, Employee Salary summary – earnings/ deductions, Stop salary summary, Advance summary, Loan summary, Tax deduction summary, Leave encashment summary, Arrear report – DA, ADA summary, EPF deduction report – Regular staff, Contract staff, Deputation staff, GPF Report (monthly/yearly), Corporation wise PF/GPF Statement, Form 3A. Yearly report – Employee Earning and deduction report.

5) **PMS (Participatory Management System):** PMS system is a complimentary part of MIS. This module shares the database used by MIS for the baseline information, such as Water User Group formation, Village Master, Beneficiary list, etc. It also captures information related to:

- WUG activities viz., monthly savings, etc
- Village need plan
- Functioning of WSHGs (WSHG Master – Formation date, WSHG Name, Group promoted by Group-LDC, Meeting schedule, Frequency Saving – Monthly, Weekly, Fourtnightly, Account Open date, Name of Bank, Account Number, Account operator-1, Account operator-2.)

- WSHG baseline etc. (WSHG Master information – Member name, Father/Husband Name, Age, Religion, Caste, Litracy, Main occupation, Sub occupation, Member land Attribute – Member doing farming, Total normal land, Total sodic land, Member other Attribute – Migration, Migration year, From month, Member saving, Saving Date, Asset Mortgaged, Loan from money lender etc.) WSHG Monthly Transaction, WSHG Quarterly Information, WSHG Annual Information.
- MSHG base line – MSHG Master, MSHG Monthly Transection, MSHG Quarterly Information, MSHG Annual Information, MSHG Loan, MSHG Loan disbursement, MSHG loan recovery, MSHG Member master entry.
- WUG Master, WUG monthly transaction, WUG quarterly information, WUG annual information and WUG wise Payment.

6) Drainage : As a part of the MIS package this module captures information related to: Watersheds Master, Watershed village attachment, Drain master, Drain village attachment, Drain and work entry, Progress of work, Advance to agency, Expense from agency.

7) Credit – Beneficiary Loaning – Individual loaning beneficiary, Beneficiary loan disbursement, Beneficiary loan recovery. Member loaning, Member loan disbursement, Member loan recovery. WUG loaning, WUG loan disbursement, WUG loan recovery, WSHG loaning, WSHG loan disbursement, WSHG loan recovery.

8) Training – Trainers entry, Trainees entry, Staff master, Training subject entry, Visiting places, General beneficiary, Training / Exposure visit plan, District level training, Staff training etc.

9) Agriculture Support Services Module : This module consists the information for the following agriculture support services -

a) NADEP
b) WORMI Compost
c) Entry of Crop Demonstration Plots
d) Crop Diversification
e) Entry for IPM/IPNM Plots
f) Bee Keeping

10) Animal Husbandry: This module will capture the information based on detailed formats available in attachment_ 3_D.

11) Environment Module: This module will capture the information based on detailed formats available in attachement_3_L.

12) Marketing Module: This module will capture the information based on detailed formats available in attachment 3_E.

Collection of Data:

The basic data will be collected on specially designed MIS registers in which all the information required will be collected. This information includes:

Baseline data - Village Baseline, Beneficiary Baseline & Plot Details

Survey data - Contour Survey, Classification of land & Soil testing

Preparation data - Formation of WUG, Boring & Pump set, On Farm development works such as leveling, bunding, scraping of free salts, double flushing field drain, irrigation channel & link drain.

Progress data - Mixing, Leaching, input utilization, crop production, productivity data, etc.

Participatory data - Formation of self-help groups, baseline data of group members, savings, internal loaning, bank linkages & economic activities.

Feeding of Data

All the above data will be entered into the computer on regular basis.

Report Generation:

Reports will be generated basically for three purposes:

- **For the Planning** - Scheme at a glance report will show the overall planning for the physical as well as financial activities.
- **For beneficiaries -** Entitlement of input provided in the project & contribution report.
- **Entitlement List** - Gypsum, Seed, Fertilize and Dhaincha - Input entitlement lists will be generated and distributed to the beneficiaries.
- **Entitlement List:** for financial distribution of project subsidy in form of cash.
- **Beneficiary Contribution List-** As the project was implemented on participatory basis; some notional contribution from the farmer's side was collected, provided a plot wise contribution list to each and every farmer.
- **For monitoring & progress review**- these reports will be generated at three levels:
  - ✓ **Site levels**- in this report detailed information of a village will be available i.e. beneficiary wise, plot wise & WUG wise
  - ✓ **District level**- in this report, consolidated information of all the villages (selected for land reclamation) in a district will available.
  - ✓ **Headquarter Level-** in this report consolidated information of all districts as well as villages (selected for land reclamation) will available.

The village level project activities are monitored on the basis of reclamation year areas. The reclamation year is used to identify the list of villages, where the number of activities during reclamation is going on. The package is designed to automatically generate different entitlement list according to the plot area and type of land of each farmer.

This application should contain the activities of the followings

- Village base line
- Beneficiary Base line
- Plot detail (Plot number, Name of Beneficiary, Plot area, classification of land i.e. (B+, B or C) , Ph, EC & GR value, Land use i.e. Crop or Horticulture)
- Completion of various activities like, Bunding, Irrigation channel, Field drain, leveling, scrapping of free salts, gypsum mixing, leaching and double flushing.
- Construction of link drains LS, CS, earth work &bed bar profile & culverts.
- Double flushing (area covered & water charges).

- Boring detail (Plot number, material supplied, material used, development charge, Reflux valve etc.)
- Leaching (Gypsum Bag applied & water charges)
- Crop production A- Paddy (seed & fertilizer)
  - ✓ Wheat (seed & fertilizer)
- Green Mannuaring (Dhaincha seed & irrigation charges.)
- Technology dissemination
  - ✓ Agriculture Support Services
  - ✓ livestock development
- Marketing activities related to marketing components.
- Others information (Training, SIC Formation SIC Meeting, DCS Meeting, Farmers training, staff training.)

The bidder may come to our head quarter at Lucknow for detailed study our existing MIS system.

1.2. Related Information Technology Issues and Initiatives

At the time of release of this document, UPBSN has following activities, which are tentatively under consideration in accordance with the finalized implementation plan under UPSLRIIIP but not yet implemented:

- Check the possibility to upgrade the existing MIS in web enabled MIS

The bidder should make all possible efforts to reuse the existing system during the project life cycle.

1.3. System Upgrade

The Selected bidder shall procure, supply and install IT (active and passive) components such as Servers, Databases, Storage media and Software at the Data Centre.

The Bidder should be responsible to supply of the hardware, software, networking equipment to the UPBSN District Offices as per the requirements.

The support infrastructure layer software (operating system**,** database management system and software tools intended to support application systems) should be easily upgradeable when required.

a) Networking and Communications Software: All computers will use standard protocols like TCP/IP**,** HTTP etc.

b) General-Purpose Software: The bidder MUST provide and install the software for Hindi User Interface and all necessary software required for development, management, testing or maintenance of the systems, e.g., software required for front end, middle tier technology and those required interacting with database layer, etc. The supplied software MUST be closely coupled with the developed application system.

It is envisaged that UPBSN would have a Management Information System for which computer based systems and procedures would be developed.

All the application developed MUST be UNICODE compliant. The application system MUST have Hindi user interface and the responsibility of supplying and deploying Hindi User Interface software lies with the bidder.

The bidder is required to bid for application development tools, which may be required by UPBSN for extending the use of the tendered applications, creation of specific access facilities to information, or for development/customization/maintenance of unique UPBSN's applications, which can be integrated to the whole of the tendered solution. Tools may be conventional languages/compilers, code generators, report generators etc.

In case required, the bidder MUST propose and install tools that will result in easy maintainability, installation etc. at remote sites.

UPBSN requires retaining, for all proposed applications the following:

- ✓ A copy of the current source code (and the means of compiling that code)
- ✓ A copy of the source code for each application upgrade acquired (and the means of compiling that code)
- ✓ Copies of the current and upgrade design documents or technical documents that can be used by IT staff in supporting the applications or in making modifications to existing code.
- ✓ Any other artifacts created for the assignment
- ✓ Database Software and Development Tools: The bidder MUST provide and installs database software. The bidder must also provide the user-friendly tools with GUI features to interact with Database.
- ✓ Business Application Software: The application software components should be simple to use. The total set of software components MUST be uniform in their User interface, being consistent in their use and meaning of keystrokes and sequences and in their visual presentations to the User. The User interface should be graphical (i.e. GUI) in nature.

The indicative list of operational functionality, the applications MUST provide is as follows:

- ✓ The application MUST be multi-user
- ✓ Help facility through use of Function keys
- ✓ Prompt facility in searching for the correct code for coded parameters
- ✓ Ability to discard all data when the transaction is incomplete (Should not save)
- ✓ Ability to carry forward data from a previous screen
- ✓ An audit trail for all transactions
- ✓ Procedures for data exchange with interfaced applications

1.4. Service Level Agreement: Performance Requirements of the System

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to UPBSN for the duration of this contract. The benefits of this SLA are to:

- Trigger a process that applies Bidder‘s and UPBSN‘s attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that UPBSN has for performance from the Bidder.

- The Bidder and UPBSN, Lucknow shall regularly review the performance of the services being provided by the Bidder and the effectiveness of this SLA

1.4.1 Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- **"Availability"** shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted in the Data Centre.
- **"Downtime"** is the time the services and facilities are not available and excludes the scheduled outages planned in advance for the Data Centre and the link failures.
- **"Helpdesk Support"** shall mean the 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- **"Incident"** refers to any event / abnormalities in the functioning of the application Services that may lead to disruption in normal operations of the Data Centre services.
- **"Service Window"** shall mean the duration for which the facilities and services shall be available at the Data Centre. Service window in this case shall be 24x7x365.

1.4.2 Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Bidder shall be reviewed by the purchaser that shall:

- Regularly check performance of the Bidder against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The Bidder Guarantees to provide comprehensive maintenance of applications and services Infrastructure covered under the contract. This will include application support and all kind of breakdown maintenance and preventive maintenance for Hardware, software, etc. The solution supplied by the bidder shall be under on-site comprehensive warranty of ONE Year and subsequently under comprehensive on-site AMC for TWO YEARS. Hence, the maintenance and operations would be taken care by the Bidder for Three Years. The Bidder shall also ensure preventive maintenance.

The Bidder shall be responsible for the uptime of the entire solution and shall enter into a contract with a SLA of maintaining the entire setup for 99% uptime on 24x7 basis. The uptime will be calculated on quarterly basis as:

The SLA has been logically segregated in the following categories:

a) IT Infrastructure related service levels
b) Help desk Services
c) Compliance and Reporting Procedures

Following sections outlines the service level indicators & and the target performance levels to be maintained by the Bidder during the contract period. This shall be used to track and report performance on a regular basis. These SLAs shall be strictly imposed.

a) IT Infrastructure related service levels:

S. No.	Measurement	Definition	Target	
Computing Infrastructure Components (includes servers, storage, OS, Applications, database and services)				
1	Server, Application Availability (including the OS, services and database running on it)	Uptime = {1-[(Server downtime)/(Total Time – Maintenance Time)]} * 100	>=99%	
Note: Equipment Availability Related penalties shall be governed by the Penalty clause mentioned below.				

b) Compliance & Reporting procedures SLAs

S. No.	Measurement	Definition	Target	Penalty
1	Submission of MIS Reports	The Bidder shall submit the MIS reports as requested by the UPBSN, Lucknow	Report for the previous month shall be submitted by the 5th of the next month	As below
2	Maintenance of Inventory	The Bidder should maintain an inventory of items that will be required on an ongoing basis.	100% as per the inventory log committed and maintained by Bidder	As below

1.4.3 SLA Review Process

- Either UPBSN or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The UPBSN, Lucknow and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- In case the issue is still unresolved, the arbitration procedures as described in the bidding document will be applicable.

1.4.4 Penalties

- The Penalty shall be calculated on a quarterly basis.
- The Bidder shall be responsible for those components which they have provided into Data Center and other UPBSN locations. In case of failure of any component which bidder has supplied, hardware, software, Network devices, services, etc., it shall be repaired / replaced immediately, but not later than 24 hours. In case of its non-replacement of the equipment/hardware/software/components/ services, bidder shall pay penalty of Rs. 5,000/- per day per equipment/hardware/software/ components/services to UPBSN, Lucknow.
- Bidder shall not be responsible for any Data Center related issues.

c) SLA Compliance Requirements

The prime objective of the Project is to provide high-quality services / support to UPBSN and its stakeholders, departments, Citizens, etc. In order to ensure that required services are available round the clock, in an efficient manner, the Service Level Agreement (SLA) shall be signed with the Successful Bidder. Therefore, this SLA would be the critical in implementation of this Project, as all the remuneration to the Successful Bidder shall depend on the same.

C. TECHNICAL SPECIFICATIONS

1. General Technical Requirements

The department intends to develop an effective Web-enabled Management Information System for efficient implementation in various project activities. The Web-enabled MIS would primarily be an online system which would act as a bridge between various districts project units of U.P.B.S.N., thus facilitating online data feeding, management of Information and Reporting.

Language Support: All information technologies must provide support for the English and/or Hindi language. Specifically, all display technologies and software must support the ISO character set and perform sorting according to the application system MUST be Unicode Compliant.

2. Server and Application Set-up at UP SDC

UP SDC would be hosting various e-governance applications, information Portal, Employee centric services applications and multiple databases. In order to meet these expectations various application servers/systems would be required such as:

a) **Portal Server:** The portal server would be used for centrally hosting and managing websites of various UPBSN departments/Citizens from UP SDC Portal server carries out the page aggregation, searching, indexing, and integration to the various backend systems using the JSR Portlets APIs. This will provide the single-point access to the system users (both registered and un-registered) for day-to-day information available on the Portal. The portal would be using directory services to authenticate users. Based on authorization permissions and policies, users would be able to use the functionality, provided by the portal. Portal would also provide single-sign on capabilities to the internal users so that they would access all business applications through this single user interface after getting authenticated once and only once. After getting the authentication tokens to access the specific applications, they would be able to access the backend applications. This is to ensure security and role-based access to users.

b) **Web Servers:** Web based applications are easily accessible from any sort of the network, Intranet, internet or extranet. Therefore, Web server plays a vital role in UP SDC. Most of the e-Governance application and Intranet Services are having web interface, which requires web servers for such services. The web servers would also be used for web hosting for different UPBSN departments.

c) **Application Server:** Application server would be required as middle tier for various web based applications. Application server would take care of the necessary workflow and web server would be required for the interfacing with the end user. Both the web and app server would be seamlessly integrated to provide high availability and performance. With the use of load balancers, user requests would be distributed among various clustered/common servers. UPBSN would host the applications on this server as and when they would be developed by UPBSN. The platform of the applications solutions may be based on Unix/Linux and/or Windows environment.

d) **Database Server:** The database/repository provides all the relevant information required to process any UPBSN User/institute request or to render any e-Governance services with the use of UP SDC. Database server would be required to store and access data with ease. These servers would host databases to be generated and developed by UPBSN for their applications to be hosted on the Data Centre and would also be integrated with multiple applications and services residing at UP SDC.

e) **Directory Server:** Using Directory services UP SDC administrator should be able to define centralized authentication & authorization mechanisms for users. This would enable associate policies such as security, management etc on all servers/systems from a centralized console and enhances security, reduces IT complexity and increase overall efficiency. It should be LDAP v3 compliant, in order to have integrated interoperability, security & manageability. Therefore this user directory would enable easy manageability that is creation, modification and deletion of user records.

f) **Mail Messaging Server:** Centralized mailing facilities will be available for entire UPBSN departments. This eventually would increased communication and enhanced productivity for the employee and officers of UPBSN, as they will be able to communicate / share information with other email users.

g) **Proxy Server:** The Proxy services would provide user's accessibility to the Internet. The Proxy server web access should provide web caching services for better performance and efficient utilization of internet bandwidth. With proxy services the Internet access can be controlled and monitored in an efficient manner. With the use of Proxy, we can restrict access to the users for certain Web-sites.

- The Proxy Server Should support High Performance web caching
- The Proxy Server Should support web caching features like fast random access memory caching and disk caching to enhance web performance
- The Proxy Server Should support distributed and hierarchical caching
- The Proxy Server Should support integration with directory services
- The Proxy Server Should support caching rules and policies
- The Proxy Server Should support integration with LDAP V3 based Directory

- The Proxy Server Should support ACL‘s based on user/ IP
- The Proxy Server Should support URL and IP based content filtering

h) **DNS Servers:** DNS server would be required for various website and web application hosted for public access. The Internet users will query for the domains on the DNS (Public DNS) server deployed at the UP SDC.

i) **Backup Server:** Backup server would be used for backing up the key data on regular interval. The backing up of the data would be an automated process. Whenever desired the backed up data can be restored/retrieved to the desired system configuration.

j) **MIS Server:** MIS server would primarily be used an online system which would act as a bridge between various districts project units of U.P.B.S.N., thus facilitating online data feeding, management of Information and Reporting

3. Computing Hardware Specifications

3.1 **Processing unit performance:** As configured for the bid, the processing unit must, at minimum, the **indicative minimum configurations for the servers** are provided below. The specifications are indicative and the bidder MUST fine-tune in terms of Memory and Disk Storage requirement and provide detailed specifications and numbers as per requirements of the system proposed.

The bidder MUST also propose the specifications of any additional servers, if required for the system. The bidder will also provide approximate cost of the hardware specified for application system. The indicative schematic of architecture that is envisioned by UPBSN, the bidder MUST provide the architecture of the solution it is proposing. Since the technology might change, the bidder MUST provide revised specifications at the time of procurement of the hardware? The bidder MUST assist UPBSN in the procurement of the hardware for Application System. The bidder MUST takes responsibility for compatibility issues. The bidder MUST be responsible for supervising and vetting the testing of the hardware procured for Application System.

3.2 Hardware Requirements

The proper functioning of proposed system is required for at least next three years from the date of commissioning of complete system i.e. from the “Go-Live” date. The typical hardware requirements at UP State Data Center have been mentioned as given bellow-

3.3 Servers with relevant Operating System Software

All the servers should be chassis based, rack mounted and should support virtualization KVM switch.

3.4 Indicative minimum Specifications for Servers

Blade Servers: (Web Portal, Application, Directory, MIS, DNS, Backup, Communication, Antivirus, Test Development, etc…) required total 6 Physical Servers with the minimum following configurations.

Specifications for Blade Chassis

Sl. No	Features	Specifications
1	Form Factor	Max 10U Rack mounted Chassis to house at least 14 Compute Nodes.
2	IO Modules	Min Four high-speed switch bays capable of supporting I/O architectures in Ethernet, Fiber Channel, FC oE and Infiniband
3	Ethernet IO Module	2 x 10gbps Ethernet switch with L2 and L3 capabilities, VM ready and support for 802.1Qbg standards, Should support 2 x 40gbps External Ports for future scalability and band width upgrades. **OR** 2 x 10Gbps Ethernet switch with L2 capabilities and minimum 6x10Gb uplink ports. Blade Enclosure should be capable of supporting 40Gbps Switch.
4	Fiber Channel IO Module	2 x FC switch with support for 8Gbps FC or 16Gbps FC SAN Switches, SFP module should be supplied along with the switches.
5	Mid plane	Chassis should have a highly reliable mid plane for providing connectivity of the shared resources to the compute nodes in a highly reliable manner.
6	Power Modules	Redundant power modules the provide N+N or N+1 redundancy.
7	Chassis Management Module	Integrated two redundant chassis Management Modules providing IP based management of the compute nodes and vital elements like FC and Ethernet Switches. Should also provide for controlling Power, Fan management, Chassis and compute node initialization, Switch management, Resource discovery and inventory management, Resource alerts and monitoring management, Chassis and compute node power management and diagnostics for elements including Chassis, I/O options and compute nodes.
8	Management Appliance	Should provide for a management appliance for comprehensive management including virtualization, networking, and storage management.
9	Network Management	Should provide for the following Network Management Capabilities: Management of network switches from a variety of vendors. •Discovery, inventory, and status monitoring of switches. •Graphical network topology views. • Bidder can offer equivalent functionality using latest industry standards virtualization software and capabilities. • VLAN configuration of switches. • Integration with server management. • Per-virtual machine network usage and performance statistics provided to VMControl. • Logical views of servers and network devices grouped by subnet and VLAN.
10	Virtualization Management	Should provide for the following Virtualization Management Capabilities: • Support for VMware, Hyper-V, KVM, and equivalent. • Creates virtual servers. • Edits virtual servers. • Manages virtual servers. • Relocates virtual servers.

11	Storage Management	Any suitable software which should support full monitoring of storage installed at UPSDC through the UPBSN servers and dedicated portion of SAN and allocated by UPSDC for UPBSN
12	System Panel	LEDs on the front information panel that can be used to obtain the status of the chassis Identify, Check log and the Fault LED
13	Support for Multiple Platform	Should provide support for multiple platforms in x86 and RISC servers within the same enclosure.

Specification for 2 way Blade Server		
1	CPU	2 x Intel Xeon Six Core E5-2620 CPU @ 2.0 GHz or higher
2	Cache L3	15 MB of L3 Cache
3	Chipset	Intel Chipset C600
4	Memory	64 GB DDR-3 LR DIMMS Memory Upgradeable to 512GB
5	Memory protection support	ECC, Memory Mirroring, Memory Sparing
6	SCSI Controllers	Integrated Hardware Raid Controller to supports Hardware Raid RAID 0, 1 or 1E
7	Disk Drives	2 x 450GB 6Gbps10K SAS Hard Disk Drive
8	Graphics Controller	16MB SDRAM
9	Ethernet Adapter	Server should be configured with 2 Number of 10G Ethernet ports, also support FCOE and ISCSI functionality on demand
10	Fiber Channel HBA Connectivity	2 x Dual Port 8Gbps Fiber Channel Expansion Adapter
12	I/O Expansions	2 x PCI Express 3.0 x16 interface
16	Warranty	3 Years Onsite Comprehensive Warranty
17	USB	USB ports: one external, one internal for embedded hypervisor
18	Failure Alerting Mechanism	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Processor, memory and HDDs

19	Server Management Software	Server should be supplied with OEM Server Management software
20	OS Support	Microsoft Windows Server 2008 R2, Red Hat Enterprise Linux 5 and 6, SUSE Linux Enterprise Server 10 and 11, VMware ESX

Web Portal, Application, Database, Email, LDAP & DNS Servers must be configured in High Availability & Redundant mode.

Note: Virtualization:

Virtualization software for creating virtual machines (VM) to be provided with the servers as indicated in the System Inventory Table (Bill of Material). Multiple VMs can be created and software should lie underneath OS. The servers should have feature to support multiple application and multiple OS using VMware virtualization capabilities. It should be architected in high availability mode so that failure of single server failure should not stop the functionality. In case of failure, application should seamlessly shift to other server for failover. Virtualization software should have:

Should support cluster level power management, load balancing, distributed switch and online failover (without any down time) capability on virtual instances

Live migration (without downtime) of virtual machines
Should support majority of x-86 guest OS viz. Windows, Linux (RH and Linux), Solaris10 x-86

All bid and proposed hardware MUST be of proven technology and be current/ recent in the Supplier's product line. Equipment MUST not be obsolete and MUST be fully supported by the product supplier.

The bidder is expected to analyze the processes for the offices, geographic locations, and network in order to determine the best hardware and systems requirements.

All technical specifications asked is minimum. The bidders are free to quote for higher specifications than the asked for. The bidder should offer latest versions of hardware's/software

A. Proposed Server Configuration to Support Systems and Data Sharing:

The specifications of servers, provided by the bidder should include following characteristics:

Scalability- The configuration proposed is expected to have adequate upgrade capability in terms of memory, disk capacity, etc. This should be achievable with minimum disruptions to processes and Users with minimum additional investment.

Reliability- UPBSN will consider installation of equipment manufactured by reputed companies committed to product improvement and new product development.

Security- The equipment should have good security features, both physical (lockable, etc.) and operational (security/administration systems).

Backup- The bidder MUST also recommends and provides specifications for an appropriate archiving system, i.e., tape cartridge library or optical backup equipment or better alternative to be

installed at the server sites. In the event of serious failure, the backed up data MUST be restored in the quickest possible time to ensure continuity.

Open Systems Standards - The hardware MUST be such that UPBSN will not have restrictions on software application solutions interacting across Server & client platforms. The Hardware proposed shall be compatible with remaining Datacenter equipments, preferably from the same OEM for Servers, Storage, Backup devices and software.

The specification of the servers should be designed to ensure high availability of servers (clustering) at the central site in Lucknow. The servers should be configured in such a way that there is no single point of failure. This means that RAID technology may be used and configured as a multi-storage system cluster. If there is any requirement of application specific server at any site as per the requirement of the proposed application, the bidder is required to provide the same also. The bidder is to ensure the high availability for these servers (clustering) also. The option of having clustered servers is to allow for redundancy and load sharing for both database management and all applications.

3.5 Networking Components

As per the requirement for UPBSN district offices & HQ Bidder should provide Network connectivity and components like Router, modem, Switch, etc,. All these components should be configured in redundant mode.

a) **Wireless Access Point and Router:**

1. Technology: Wireless-N 2.4Ghz Router and Access Point
2. Band: 2.4GHz
3. Standards: IEE 802.3, IEE 802.3u, IEE 802.3b, IEE 802.3g, IEE 802.3n
4. Antennas: 1 x External Antenna
5. Ethernet Ports: 4 x 10/100 Mbps
6. Wireless Security: WEP, WPA, WPA2
7. Encryption: 128bit encryption or higher for security, Parental Control
8. Compatibility: Wireless-b/g/n devices
9. Speeds: Upto 108Mbps
10. MS-Windows platform supported

b) L3 Switch (12 Ports):

1. VRRP/HSRP
2. IP Routes in Hardware – up to 32K or higher Route support
3. IP routing protocols – IPv4 & IPv6 dual stack
4. Static IP routing- IPv4 & IPv6
5. Open Shortest Path First v2 & v3
6. Routing Information Protocol – v1, v2 and ng
7. Border Gateway Protocol v4, Multi Protocol BGP
8. Protocol Independent Multicast – SM, SSM, MSDP, Anycast RP
9. Policy based Routing
10. Graceful Restart for OSPF, RFC Support
11. Graceful Restart for BGP, RFC Support
12. BFD Support
13. Should be capable of having separate policies for individual VLANS, groups and subnets.

c) KVM Switch

6 Port IP Enabled CAT5 based KVM switch will be installed by the Bidder in the Data Centre for remote access of all the servers in the racks being provisioned. The KVM switch must meet following specifications:-

1. Should have 19" 1U form factor and should have built in rail assembly for rack mounting.
2. Should have at least 16 inputs for server connection.
3. Should have built in RJ-45 Ethernet interface for remote access.
4. Should have built in SNMP web server for remote based web access.
5. Should have support for SSLv2/3 for encryption of web access sessions.
6. Should have PS/2 interface for mouse and keyboard.
7. Should have LEDs to indicate active selection.
8. Power Supply: 200 V AC at 50 Hz.
9. Rack mount monitor and KVM switch should be from same OEM.

d) Leased Line Modem

1. Compliance According to ETSI HDSL / G.SHDSL to ITU-T9991.2 Standard
2. Mode Of Operation Leased – Unconditioned copper 2 / 4 Wire
3. Selectable Data Rate - N*64 Kbps up to 2048 Kbps (Synchronous)
4. Management Features - Should have front LCD display Standalone to Standalone Management through Internal BERT option for diagnostics
5. Interface - DCE interface G.703, DTE interface V.35.
6. Operating Range - Should support to minimum 5 KM for 2048 KBPS over 24 AWG (0.5mm)
7. Cables - All necessary cables including power cord
8. Power Supply - Inbuilt support to work in both 230V 50 Hz AC from a single socket and not to be an ordering option
9. Indicators - Power, Test, Alarm/Loss, Sync
10. Architecture Stand alone unit
11. Approval - Should be TEC approved.

3.6 Software Technical Specifications:

1. WEB based MIS should facilitate:

Web Based MIS solution provide historical, current and predictive views of business operations. Common functions of MIS technologies are reporting, online analytical processing, analytics, data mining, process mining, business performance management, benchmarking, text mining and predictive analytics.

S.NO.	FUNCTIONALITY
	General
1	Error free (no data loss) Migration of MIS database from Sybase to web enabled OFD activity, reclamation stages, cropping system. It would be done in phase manner by the selected software development consultancy firm.
2	An audit trail for all transactions
3	The software must be bilingual (Hindi & English).
	Architecture

1	The application catering to the areas of Managed Reporting, OLAP Analysis, Ad-hoc querying, Dashboarding, Scorecarding and Business Activity Monitoring needs to be a zero foot print application. Zero foot print also means no applets.
2	The MIS Platform should be based on the industry standard Service Oriented Architecture (SOA) principle.
	Metadata Modelling
1	Should provide a visual interface driven design environment to allow the user to define the business metadata layer dimensionally or relationally
2	Facility to define visually:Dimensions, Levels of hierarchy, Measures, categorization
3	Solution shall automatically detect and suggest hierarchical structures in data sets
	Security
1	The Solution needs to have ability to authenticate based on the LDAP mechanism being used. The authorization is maintained within the MIS application.
2	Should have ability to integrate with LDAP / ADS / any other enterprise authentcation mechanism for single sign on
3	Should support asynchronous encryption at the login stage
	Ad-hoc Querying
1	Ad Hoc Query Capability: MIS Platform must provide an analytical Solution enabling a web based ad-hoc analysis Solution where end user can interact with logical view of information creating charts, pivot tables, reports, gauges, dashboards etc
2	It should have facility to save the queries and edit the same in future to derive newer queries
	Managed Reporting
1	Business users should be able to add comments, remarks on a report and other users should be able to view this comment history so that they know the justification / history.
2	Save and Share Capability: After end user spends time and creates, adds, deletes, changes the pivot table views, he/she should be able to save these changes and share the updated view with group of users.
3	Ability to export the data or report to spread sheets including graphics and to flat file.
4	Application should support the ability to send a section of a report to a particular group of users (i.e. bursting functionality)? Should integrate with LDAP automatically.
5	Can this bursting be accomplished for both managed and ad-hoc reports?
	Disconnected Dashboards
1	The MIS Platform should have the facility to generate dashboards that can be used by authorized users without having access to the MIS server / Internet. This is expected to be based on the data available in the system at the time of generation of the report.
2	This disconnected dashbiard should have the ability to drill down. The levels of drilling will be based on the size of data exported out into this offline report format.
	Personalization
1	The users should have the access to drag and drop report objects that are pre-created by the vendor / IT team and generate / format their own dashboards. They

	should have the ability to then mail / print this dashboard view. This can be generalled to as "My Workspace"
2	**Collaboration**
3	The MIS Platform should also include collaborative features such as the ability to share reports with a group, creating a blog site for a metric / report, etc. A standard collaborative suite should be part of the MIS platform and should be 100% integrated with it.
	Real time Monitoring
1	There is a need to monitor such metrics on a real-time basis. Real-time here is defined as proactive response from the system without any user initiation within a reasonable period (say 5 secs) from the occurance of the event / exception
2	This real - time monitoring solution should be based on in-memory technology

2. RDBMS - Relational Database Management System

S.No.	FUNCTIONALITY
1	RDBMS should have the ability to support 64-bit support for Windows, Linux distributions, and UNIX.
2	Database should conform to the most recent edition of the ANSI SQL standard SQL: 2003.
3	RDBMS should support option of different partitioning schemes within the database (Range, List, Hash & combinations) to split large volumes of data into separate pieces or partitions, which can be managed independently. Partitioning based on physical and virtual table columns should be supported.
4	RDBMS should be able to provide database level storage management mechanism, which should enable the availability by means of creating redundancy, automatically balance the data files across the available disks, i/o balancing across the available disks for the database for performance, availability and management.
5	Database should provide native high availability clustering with objectives of scalability, high availability and load balancing. All the database nodes should work in load balancing where each node can concurrently perform all type of application transactions on the underlying database. Solution should provide vertical and horizontal scalability without a need to repartition or making use of 3rd party transaction routing mechanisms.
6	RDBMS should have ability to physically cluster the table on more than one key or dimension at the same time.
7	RDBMS should have capability to suggest which columns should be candidate for partitioning.
8	RDBMS should support pre-fetching of data from a table.
9	RDBMS should allow the DBA to control size of memory allocations for buffer pool and should also recommend the optimal size of the buffer pool for the workload.
10	RDBMS should have an ability to monitor and self-tune its memory parameters dynamically when the executing workload changes
11	RDBMS should have support to automatically extend storage as needed to a defined limit (or physical limit) thereby reducing unplanned outage at the database and table space levels
12	RDBMS should have capability to define automatic database backup for online backup as well as offline backup

13 RDBMS should be able to generate alerts when a certain set threshold is crossed

14 Database Server should be capable of storing UNICODE data formats for multi-lingual language support especially Hindi language support.

15 The database should address all the structured and un-structured data storage requirements of the proposed system. It should be able to support various types of content like Texts, Images, Multi-media, Spatial and XML content natively.

16 Database should have built-in DR solution to replicate the changes happening in the database across multiple DR Sites, with a provision to configure the setup for zero data loss.

17 RDBMS must ensure inter-dependency of user concurrency and data consistency.

18 The database should as an option be capable to deploy fine-grained access control, separation and segregation of duties and native encryption capabilities. The database should also prevent access to application data by highly privileged users e.g. DBAs.

19 RDBMS should have native spatial capabilities for storing, retrieving the location based and spatial data and support r-tree indexes for spatial objects.

3. Business Application Software

S.NO.	FUNCTIONALITY
	Support for Webservices
1	Enterprise web services - package and deploy components as Web services and their clients in a standard way
2	Support for Web Services Notification, which enables Web Service applications to utilize the 'Publish and Subscribe' messaging pattern
3	Support for WSDL 1.1
	RASP (reliability, availability, serviceability, performance)
	Support for Application profiling (dynamic control of transaction lock & isolation levels)
2	Support for Deferred CMP EJB write
3	Support for Relational Batch Write for CMP EJB
4	Ability to fail over user context and relevant request information during system failures (Ex. clustering)
	Caching, Pooling, etc.
1	Support for Web services caching
2	Support for Dynamic page fragment caching with cache IDs based on URL, form data, cookie, session data, etc.
3	Support for External cache support (cache replication to the edge of the network)
4	Support for Resource Pooling
	Clustering
1	Support for Server clustering
2	Support for Ability to have a cluster on machines with different OS (heterogeniuos cluster)
	Failover
1	Support for Sub-partitioning cluster for state replication
2	Support for HTTP client fail over to Web server

3	Should have built in capability to cluster JM Server destinations and connection factories for Messaging System Fail-over
	Advanced programming extensions
1	Support for Asynchronous Beans (Background (or "batch") processing, Parallel processing, Scheduled execution)
2	Support for Dynamic Object Query Service and extensions for EJBQL (aggregate functions, etc)
3	Support of object methods in EJBQL
3	Kerberos support
	Monitoring and Administration
1	Support for Remote GUI administration tool (securely manage entire domain from a single console, full control over domain resources, start/stop, configure/deploy, etc.)
2	Support for Local and remote command line administration tool with scripting capability (same functions as Admin GUI)
3	Support for Capability to have separate administrative roles and limit scope of actions (superuser, monitor, configurator, operator)
4	Support for Capability to assign dedicated administrator to different resources (e.g. only manage subset of applications or resources)
	LDAP Support
1	IBM Directory Server, Sun ONE (formerly iPlanet) Directory Server, Lotus Domino Enterprise Server, Windows 2000 Active Directory, Open LDAP
	OS to Support
1	Windows, Red Hat Linux, SUSE Linux, AIX, Solaris, HP-UX, OS/400
	Web Server Support
1	Apache, MS IIS, IBM HTTP Server, Sun ONE web server, Lotus Domino

4. Mail Messaging & Collaboration System

Messaging & Collaboration Infrastructure should support workflow functionality and email services. The Mail Server should provide a highly scalable, reliable, and available platform for delivering secure communication services. It would be required to cluster mail Server to ensure high availability and reliability.

S.NO.	FUNCTIONALITY
1	Details of the Enterprise Messaging Server: Application Name, Version, date of release of proposed version, date of release of next version, application/product development path, etc.
2	Should be able to support and enable users to connect using the desktop / thick mail clients using industry standard protocols like POP3/IMAP/HTTP/SMTP over normal and secure channels.
3	Should support for application level clustering and automatic fail over and load balancing services. The clustering should support a minimum of 6 nodes in Active – Active Clustering. Clustering Option should not mandate or make compulsory the use of Shared Disk Storage or common operating systems across the servers in a cluster farm.
4	Should provide for cross platform support for Solaris, AIX, OS/400, Linux and Microsoft Windows
5	Policy Based Management should also support Archiving Policies which allow the

	Administrator to define the server and thresholds for archiving to commence
	Security
1	Should support encryption for all messaging components including local store of data. Local Store encryption shall be customizable for various levels of encryption required. Encryption shall not mean password protection.
2	Should provide inbuilt support for digital signature
3	Should provide support for field level security for all messaging components.
	Mail Routing Requirements
1	The Mails system should have inbuilt utilities to track mail routing process. The system should provide scheduled and ad hoc reports.
2	Should provide support for simple, flexible administration via a web browser. All the functionality of the system including registration of users for Native Client / POP / IMAP/ HTTP etc
	Mail Client
1	Welcome Page should be customizable central access point that will allow users to display information they need in the way that they want.
2	Selective replication & synchronization - Users should create selective replica by selecting databases, documents, views, or folders.
3	Messaging Client Should provide cross platform support for Windows, Linux and Mac OS
4	Messaging solution should have integrated IM for presence awareness and chat
5	Solution should have productivity tools create document, presentation and spreadsheet.
6	The workflow engine should provide a tightly integrated security scheme with the e-mailing features
	Web Interface
1	All Web mail functionality should be accessible through web browsers
2	Rich, interactive, web-based interface for end user functions (access via HTTP or HTTPS)
1	The Web interface automatically updates to display messages and other updates (without refreshing the browser or users intervention).

5. Directory Server

S.NO.	FUNCTIONALITY
1	The Directory Server should be LDAP v3 Compliant
2	Should support partitioning into multiple LDAP
3	Repository architectures for scalability to at least 10 million users.
4	Support for Multi-Master Replication for High Availability Directory Services
5	Support for Two-way multi-master for high availability update eliminates single point of writes failure.
6	Support for Unlimited number of read-only consumers for high availability searching.
7	The Directory Server should support XML for integration with external applications and should have XML support for access to LDAP Directory Data.

8	Should support XMLDAP gateway, which enables developers to use the included XML Tag Library to perform LDAP operations on data in the directory. Depending on the template, the format of the rendered data can take the form of XML, HTML, WML, etc.
9	The Directory Server should have out of the box tight integration with the proposed email server.
10	Should support LDAP servers in master/ slave configuration or provide for configuring replication topology among various LDAP servers using site information.
11	LDAP server should be able to replicate data between servers and support cascading replication
12	Support for Replication hubs to enable multi-level replication
13	Should support automatic, on-line directory replication feature.
14	Support for multiple modes of deployments for reads and writes into the directory services
15	SNMP support for flexible network monitoring and management.
16	Vendor to possess technology to deliver a spectrum of identity related services like Policy Management and Digital Certificates
17	Support for Class-of-service, Role based mechanism
18	Support for Access Control Lists (ACLs).
19	Ability to store different parts of the LDAP directory tree in different LDAP databases across multiple servers

6. WEB ACCESS MANAGEMENT SOFTWARE

S.NO.	FUNCTIONALITY
1	Access Management should provide a centralized Single Sign-On for users requesting for accessing various applications as per their roles and policy. The applications would / could include various operating systems and customer applications (web base)
2	Access management solution should take care of signing-on the user for all required applications by providing a method requiring a single set of authentication credentials (rather than one set for each application). Additionally, the access management sol
3	Access management should have mechanism for Authentication and Authorization of users based on their roles to access hardware and application resources in the data center. The authentication should be based on a PKI mechanism as well as username & password
4	The Access Management should be provided for not only the users accessing the applications from PCs but also from other devices such as PDAs, Mobile phones etc.
5	The Access management should have X.500 and LDAP compliant directory system for storing user data and other attributes.
6	There should be a reverse-proxy engine situated on the DMZ zone to protect the internal resources like servers, applications and data.
7	The solution should adhere to standards for ease-of-integration with existing systems and future IT investments. Native support for known industry standards, such as API, JAAS, J2EE, LDAP, PKIX, x.509v3, Triple-DES encryption, SSL and WAP is necessary.

8 The solution should be highly scalable to adapt to growth in users, applications and access methods.
Basic authentication (user ID/password)
Forms-based authentication (user ID/password)
SecurID token and PIN functionality
RACF authentication (user ID/password)
Certificates with certificate revocation list (CRL) checking
Custom HTTP header
Wireless devices
Pluggable authentication for unique authentication requirements, such as biometrics
Single sign-on (SSO) capabilities for both single domain and cross domain
SSO to Microsoft IIS
Federated identity capability

9 The solution should support the following authorization features:
Encryption of all transmitted data
Authentication and authorization in pure Java 2, JAAS and J2EE environments
Unauthenticated users and role-based authorization
Control of access to dynamic Web content
Time-based, day-of-week-based, location-based and group-based authorization
Automation for pulling in the structure of protected resources into the management console
Granularity, enabling a single template to assign different permissions to different users and groups
Automatic replication of policy changes to security enforcement points
Dynamic roles

10 The solution should be able to secure any Web server running on any platform. This should preferably be done without installing any agent/end-point on the target web server to be secured. If possible, an out of the box reverse-proxy component should be used

11 The solution should enable components to run on all major operating systems, including Microsoft Windows NT, Microsoft Windows2000, IBM AIX, Sun Solaris, HP-UX and Linux

12 The solution should provide comprehensive security for key Web products, including portal, customer relationship management, enterprise resource planning etc.

13 Integration and certification with security products (e.g., PKI, firewalls, identity management and risk management) from the same and different vendors, in order to easily construct an end-to-end security solution.

14 Integration with industry-leading Web application servers, such as WebSphere Application Server and BEA WebLogic Server.

15 Support for the latest Web standards, such as Transport Layer Security (TLS), SOAP transactions and Web Services Security.

16 Offers an intuitive, customizable administration GUI with point-and-click capabilities that enable you to easily create new user GUI views.

17 Supports the Simple and Protected GSSAPI Negotiation Mechanism (SPNEGO) protocol to enable users to access multiple Web resources with just one login.

7. BACKUP SOFTWARE

UPBSN will use all the backup devices like SAN, LTO etc. installed at UPSDC only. Vendor should either extend the licenses of existing backup software lying in UPSDC or fresh products which is 100 % equivalent in terms of capabilities / interoperability of existing backup software of UPSDC.

The bidder MUST clearly demonstrate in an effective and efficient manner the overall understanding of UPBSN's requirements and the ability to meet the specific software requirements. This bid is specifically for procurement of software requirements of the application system. The bidders MUST provide software solution, which will be deployed, operate and function on the indicative hardware requirements and Computing Hardware Specifications. The specifications are indicative and the bidder MUST fine-tune and provide detailed specifications and the numbers as per requirements of the system proposed. The bidder MUST also propose the specifications of any hardware that will be required by UPBSN during the course of the project for acceptable working with the application system. The bidder will also provide approximate cost of the hardware specified for application system. The bidder MUST provides the architecture of the solution it is proposing. The bidder MUST be responsible for supervising and vetting the testing of the hardware procured for Application System.

The bidder should necessarily meet all the MUST requirements given in this section of the document. The detailing as to how the bidder plans to meet each of the MUST requirements should be provided in the bid.

The functional requirements point out the minimum functions, which UPBSN expects to be in the proposed solution. The bidder is expected to provide a solution with greater functionality than specified in the functional specifications.

The project requires that the successful bidder MUST assume responsibilities for:

c. Providing sufficient staff with adequate range of project and technical experience.
d. Providing well-developed methodology for the project. The methodology MUST be detailed out in the proposal.
e. Completion of the detailed requirement and gap analysis (if applicable) before the start of application development or customization.
f. Design, Development/Customization, testing, implementation and training of the application systems.
g. Ensuring quality in all the activities carried out during the development/ customization, documentation, testing, implementation, maintenance etc. of the system. The bidder would also be required to provide UPBSN with approach for quality related activities. The bidder MUST provide UPBSN and the MIS consultants the quality records related to deliverables of the project e.g. review reports, defect density, effort and schedule slippage etc.
h. Providing UPBSN with periodic status reports on the completed/ ongoing and planned tasks. The periodicity of the report may be finalized in the project plan, which will be delivered after the commencement of the project. However, the minimum periodicity should be once in a month.
i. Documentation of the new systems.
j. Training of UPBSN users and IT staff in setting up, implementation, commissioning, use and maintenance of the application software and related products.

k. Providing a detailed training program and preferred schedule for the above-mentioned training.
l. Providing the capability to successfully manage projects of this complexity and scope and provide UPBSN with long-term support.
m. Assuming contractual responsibility for system functionality and integration, ensuring that each component of the overall proposed solution works efficiently with no interface problems.
n. Providing a brief description of the new systems to be implemented (in case packaged solution is provided by the bidder)
o. In view of the inter-dependability of these systems, the supplier should indicate a preferred sequence of phased implementation taking into consideration the priority of UPBSN.
p. Attending to the defects/bugs during the warranty period and maintenance of products and applications, whenever required.
q. Assuming responsibility for plotting of missing features, scanning, indexing, etc., and data entry, conversion or migration required for the application system.
r. Taking care of uploading, verifying, validating etc. the data received from various sources such as Central Ground Water Board, electronic devices, data entry operators etc. If the data is coming from some well established source then it will be the responsibility of the bidder to keep the features/ formats same in the application software as in the source data. The process for data collection and entry in flat files is being proposed. The bidder MUST take care of uploading, verifying, validating, etc. the data.
s. Providing the source code and capabilities (e.g. tools, compilers, debuggers) to permit UPBSN to develop and execute programs in the proposed language.
t. Taking care of the configuration management, i.e., version control of all the deliverables, where applicable.
u. Visiting various offices of UPBSN, other government bodies, UPBSN's consultants, other vendors associated with UPBSN, etc., for requirements gathering, seeking or providing clarifications on various issues and miscellaneous project related activities on as and when required basis.
v. The application system will be developed as per the upcoming process improvements suggested by UPBSN, as and when required. The bidder has to keep the system flexible and scalable enough to cater for the changes in objectives, procedures and processes. It should be ensured by the bidder that the application system is parameterized to the extent possible.
w. The bidder will also be responsible for creating unique identifications/codes that will be required in the application system in consultation with UPBSN. The bidder is expected to use existing Identifications/Codes available with UPBSN, as far as possible.
x. The bidder MUST work closely with the Sr. Manager (Systems) UPBSN during the entire life cycle of the project.
y. UPBSN expects the bidders to set up the environment for the execution and implementation of the project that includes but not limited to the following:

- Deliver, install, configure and provide necessary support for all other software required for development/management/maintenance/testing and other support activities on servers and/or desktops
- Deliver, install, configure and provide necessary support for software on servers and/or desktops that will cater to the Hindi language requirements of application system.

- Check the possibility to upgrade the existing MIS in web enabled MIS.
- Error free (no data loss) migration and management of MIS data from old MIS (developed in Sybase and Power Builder) to new web MIS. MIS data of previous projects would be imported. Such MIS information would cover OFD activity, reclamation stages, cropping, drainage network and boring, link drain, connectivity of link drain to main drain etc
- Development of new MIS component for ravine pilot project
- Integrate customized Tally Accounting software with new web enabled MIS.
- The service provider should provide the system support for the Application, data centre operation, maintenance and data updation for the Project period (Dec. 15, 2015).
- Web based complaint handling and complaint tracking system to address grievance of the individuals would be part of the proposed MIS.
- Personal information System (PIS) & procurement related information would be on web based technology.

The following aspects need to be taken into account while designing, develop the Web-enabled MIS:

- Facilitating smooth project implementation by providing timely information on key MIS performance indicators to project management;
- Identifying satisfactory internal controls in project operations, and deter fraud;
- Facilitating efficiency and effectiveness of project operations and use of funds/resources;
- Ensure public accountability and transparency; and
- Learning continuously from project implementation and make necessary mid course corrections as deemed appropriate.

An outline of the tasks to be carried out following tasks would be carried out by the eligible/ qualified software development firm:

- Review existing Minutes of Discussion (MOD) and current (UPSLR III P) practice with regard to Management Information System and assess Web-enabled MIS needs (System Design and Specifications).
- Work with members of the Project team to develop Web-enabled MIS to facilitate implementation of project activities.
- Develop required capacity development activities and materials requisite to implement Web-enabled MIS activities.
- Carry out Web-enabled MIS software development, testing and refinement.
- Review periodically and incorporate necessary changes once in a year preferably in the first month of financial year during next two years.
- Provide a database backup and recovery plan that will be tested for adequacy.
- Bidder MUST make frequent presentation to UPBSN during the entire life cycle of the assignment.
- Bidder can suggest Business Process Improvements to UPBSN while executing the assignment. UPBSN will approve the improvements and/or may provide additional Business Process Improvements to the bidder. The bidder will have to incorporate the approved/additional improvements in application system.

The bidder should have demonstrated experience in implementation of systems in Government departments in India. The bidder MUST provides details of qualification and experience including

curriculum vitae for all the proposed staff along with the relevant expertise of the organization in carrying out similar assignments. It is expected that the team proposed by the bidder, has the expertise including but not limited to the following:

- Project Management
- Geographic Information System
- Modeling
- System Architecture and Design
- System Analysis
- Quality Assurance and Control
- Application System Development with areas including Finance and Accounts, Human Resource Management etc.
- Database architects, performance-tuning experts, DBA etc.
- Hardware Testing

The bidder MUST provides the project management structure in the bid.

NB: The implementation schedule has been provided which reflects UPBSN understanding of the application needs, the resource implications, etc. The bidder however is allowed to suggest in the implementation methodology, an alternative approach which may in some cases increase (or lessen) the amount of parallel application/modules that can be taken in any single phase and the appropriate period relative to the total effort required and/or the sequence to the limited extent.

The bidder as per its proposed implementation methodology can modify the implementation schedule, however the schedule MUST not exceed the proposed schedule in this bid document. This is considering that the bidder will have some knowledge about the proposed system, which may not be available to UPBSN at the time of going to tender.

1 The business functions of UPBSN that will be automated by the System and the upcoming process improvements suggested by UPBSN, as and when required. The bidder has to keep the system flexible and scalable enough to cater for the changes in objectives, procedures and processes etc by the UPBSN. It should be ensured by the bidder that the application system is parameterized to the extent possible.

2 UPBSN is a government department and follows the legal codes, regulations and statutes of government. The relevant legal codes and regulations will be made available upon request from bidders while executing the assignment.

8. Functional Performance Requirements of the System

The system MUST be able to meet satisfactory performance standards on the network.

UPBSN requires 99% or more availability of its centralized applications system.

UPBSN's intention is to acquire best practice integrated systems with a reliable design. In order to achieve this goal, UPBSN has tried to specify its requirements in the best possible way. However, there are some areas where it is difficult for UPBSN to specify requirements with a high degree of accuracy without knowledge of exact proposed application, e.g., response times, size of system hardware, software, etc. In such instances, UPBSN has offered estimates or other relevant information to enable the bidder to propose the best solution, which will be subjected to UPBSN’s approval.

Performances of the application system will be one of the important factors in the success of the project. UPBSN expects that bidders MUST provide details as to how it plans to deal with the

performance issues that usually occur with the centralized system. The bidder MUST propose at the minimum:

a) Response time of the 'to be' developed/customized application for UPBSN
b) Tools and techniques to meet the response time etc.

The application software shall consist of a collection of integrated individual software modules that can communicate among them and with the database management system. The application system should cater to the uploading of the online data collection. The application should have the provision to upload the digital data received from these sources.

The computer programs, data, etc. should be mutually compatible and function without the necessity of additional operations by the user of the system.

The application should have proper data archiving facility depending on the requirements of various modules.

Type of transactions – Includes all create, read, update and delete and standard MIS reporting transactions for all functions within the scope of the system.

Type and Quantity of MIS Data – There should be integrity and consistency among the software modules and data within the system on workstation, LAN and WAN.

Size of present data base – Approximate 11 GB data of all 25 district units which has to be migrated for new application.

Total No. of Users – The application should support approximately 300 users at 20 District Unit and Headquarter. The concurrent users are 100 approximately.

9. System Management, Administration, and Security Specifications

a. General Requirements: In addition to the management, administration, and security requirements specified in each sections covering the various hardware and software components of the System, the System must also provide for the following management, administration, and security features at the overall system level.

b. Technical management and troubleshooting: The bidder MUST provide a detailed plan for technical management and troubleshooting.

- Recovery and auto-roll back of data: There should also be re-scheduling capabilities for automatic retries and restart logic (e.g. batch processing)
- Audit trails and logs maintenance capabilities
- User and usage administration:
- The bidder MUST clearly state the access controls, for on-line PC's applications connected to the centralized server, which ensures that:
- Only authorized personnel are allowed to access the system; access being restricted via the use of user names/identifications and associated password.
- Access to each application is restricted to specified authorized users
- The user in the application system is logged off automatically if the user is idle for more than a specified and variable period, to prevent access to the system, applications, etc., by unauthorized third parties when a terminal is left unattended.

c. Security: User Access to the system MUST be through a single sign on process, which should involve specification of user identification, a password and the applications displayed MUST be as per the user profile and authority.

The system should allow user to change his/her password based on a given time frame as well as give the User the option to change his password at any time. The system should disable the User profile after three unsuccessful log-on attempts. The system should be able to log successful and failed attempts to the system.

The bidder MUST clearly states the measures and software for enterprise wide integrated security solution. The bidder will have the prime responsibility of the risk control.

- Information, hardware and software MUST be secured to both internal and external parties (such as through password encryption).
- The security measures adopted MUST be of wide range and of high quality, to create confidence in the systems security and integrity. The system MUST be protected against deliberate or accidental misuse that might cause a loss of confidence in it or loss or inconvenience to one or more of its users.
- System level and application level authentication between sites and between applications within sites, if any, to ensure against security attacks
- The application system should strictly be password protected and access to different modules should be role specific
- Audit trails should be provided to allow the activities of users to be monitored.

d. Service Specifications

- The selected bidder will provide 24x7 Operations and Maintenance services for a period of 3 years from the date of final acceptance test. The scope of the services for overall Physical and IT infrastructure management as per ITIL framework during this period shall include 24x7x365 Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services. The Bidder is required to provide financial details for Operations and Maintenance services for all 3 years (i.e. first year, second year and third year). Financial evaluation process will take care of facility management charges for all the years to decide L1. However initial award of work will include for Operation and Maintenance services for one year. Renewal for Operations and Maintenance services for subsequent years will be made on annual basis based on satisfactory services during the previous year.

e. System Administration, Maintenance & Management services

The objective of this service is to support and maintain all the Systems and Servers provided as a part of this bid, and will include:

a) 365x24x7 monitoring and management of the servers in the Data Centre.

b) Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated. The Bidder should indicate the Cost for 2 years upgrades, renewals, updates, and patches for the components/ software's procured under this bid on annual basis after warranty period of one year starting from date of final acceptance.

c) Installation and Re-installation of the server hardware in the event of system crash/failures.

d) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Action shall be taken by bidder in accordance with the results of the log analysis.

e) Adoption of policies and procedures, compliance, guidelines, or International standards.

f) Provide integration and user support on all supported servers and data storage systems.

g) Troubleshoot problems with web services, mail services, applications software, desktop/server relationship issues and overall aspects of a server environment. Problems shall be logged in at the Help Desk and resolved as per the SLAs defined in this document.

h) Manage and monitor server configuration, performance, and activity of all servers.

i) Document all server configurations.

j) Hardening servers, in line with security policies.

k) Proactive monitoring of all applications and services hosted in UPSDC.

f. Technical Support:

Warranty Service: All equipment /goods/material supplied, installed and commissioned at UPS DC and other location on all India basis, would be under comprehensive warranty for a period of three years from the date of installation and acceptance. The warranty includes free replacement of defective parts. The bidder will provide all updates, upgrades, renewals and patches to ensure that the system is properly updated.

User support: The support will be available through Help-Desk set up at the Data Center or UPBSN office manned (location will be define by UPBSN management) by the engineers provided by the Bidder.

Technical Assistance: The bidder will provide technical assistance by deputing experienced manpower for operations & Maintenance of Applications, Databases, servers, network components, etc.. **Minimum on-site Manpower Resources Requirement for Operations and Maintenance of the complete UPBSN IT environment are:**

The Bidder shall indicate detailed process for Operation & Maintenance of the UPSDC and UPBSN remote locations for three (3) years from the date of commissioning and acceptance of the entire project. The operations will be for 24x7x365. The operations will also include management of spares inventory, Servers, network performance, and SLA. The dedicated technical persons deployed at UP state Data Center, Lucknow for operation of the servers, Intranet, etc. should be mentioned. The Bidder must deploy competent manpower resources with experience in the relevant field of configuration/handling/operation of data centre servers with B.Tech or B.E in Electronics/communications/Computer science/ Information Technology. Technical Assistant/support staff should have at least two years of experience in the field of configuration/handling/Operation of data centre infrastructure environment with Diploma in electronics /communications Computer Science / Information Technology. The engineers/manpower deputed at Data Center will also maintain the records of utilization details,

status etc of the UPBSN users, receive and handle the complaints of remote sites and will coordinate to resolve them in stipulated time meeting SLA.

g. Indicative Manpower Resources requirement with Role and responsibilities –

S.No.	Role Description	Qty	Desirable Qualification, Relevant Experience & Certifications
1	Project In-Charge/Project Manager	1	B.E/B.Tech, 8 Years, ITIL/ ITSM/PMP Certified
2	Software Developer	2	B.E./B.Tech, 3 Years of relevant experience
3	Engineer Specialist – System/Server/storage/backup/Database admin	1	B.E./B.Tech, 3 Years of relevant experience
4	Engineer Specialist – Network/security	1	B.E./B.Tech, 3 Years, CCNA, CCNP, Security certification, etc
5	Infrastructure Support Staff/Helpdesk	1	Graduate/ Diploma, 2 Years of Relevant experience, ITIL Knowledge

Project In-Charge / Project Manager –
Should be with 8 years experience in the relevant field (configuration/ handling/ operation of data center infrastructure management) with B.Tech. or B.E in Electronics/ communications/ Computer science/information Technology. Responsible for overall management of the UPBSN infrastructure, user SLA commitments, performance, availability, response time, problem resolution, Should be responsible for effective Resource management, System & Resource planning, based on business forecast. Should be the single point contact (SPOC) for managerial responsibilities and direct interface with the Client. Project Manager should have capabilities in team management, capacity planning and process documentation. Should have proven track record of managing operational IT support team including Technology & Staffing.

Software Developer- Should be with 3 years experience in the relevant field with B.Tech. or B.E in Electronics/ communications/ Computer science/information Technology/MCA and responsible for development of application.

Engineer Specialist – System/Server/storage/backup/Database admin -
Responsible for Internet Management, Application management, Mail management, Service Management, Systems Management, Database management, Backup, etc. Responsible for system configuration, scalability, performance, load balancing, OS administration / management, troubleshooting & Debugging and monitoring of servers. Should implement the back-up plan for storing and retrieving of data, maintain servers, machines, printers and also responsible in resolving the real time (RT) requests raised by users as per SLA. Should have exposure of 9i, DB2 ,MS SQL etc. Also responsible for management of database repository, creation, deletion, modification, backup and restore of databases and their tables. Must have technical certification in Data Base Administration.

Engineer Specialist – Network/security -
Responsible for network uptime, security, performance, monitoring and other related services. Network monitoring and proactive network uptime maintenance is essential. The candidate should be well versed with routing and switching devices and technology like Lease line, MPLS, wireless, broadband and protocol analysis tool. Must have beginner to intermediate skills in information security technologies like firewalls, IPS content filtering, encryption, VPN thread management, antivirus and be familiar with security audit parameters. Network management (routing), Router Configuration and Troubleshooting, up gradation, Link Performance Management of all L3 Switch and L2 Switch at all the UPBSN network on day to day basis. Required to support for Problem and Change Management Process. Support administration, Change Management, Liaison with Bandwidth Provider officials and external vendors, proactive monitoring and managing of network, bandwidth and facility management, responsible for network services across UPBSN, its institutes/departments as per the agreed Service Levels.

Infrastructure Support Staff/Helpdesk -

Logging of support calls, escalation of calls, Recording of configuration items and service calls monitor and control the Service levels and underlying service quality Creating MIS reports for management purpose Managing and Supporting the Helpdesk System (tool) for day-to-day operations. Managing and operating Helpdesk tool issues as a Tool Specialist.

A. TESTING AND QUALITY ASSURANCE REQUIREMENTS

1. Inspections

1.1 Factory Inspections**:**

a) The UBPBSN, Lucknow or its representative shall have the right to conduct pre-dispatch inspection of the Hardware and Accessories including the software for their conformity to the specifications. Where the UPBSN decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the UPBSN, Lucknow. The schedule & procedure of testing shall be intimated to the bidder after the placement of the Work order / purchase order. The successfully inspected / accepted items shall be sealed in the presence of the Inspectors and signed by the inspectors accordingly.

b) Should any inspected or tested Items fail to conform to the Specifications the UPBSN Lucknow may reject them and the Bidder shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the UPBSN Lucknow.

c) Not with standing the pre-supply tests and inspections prescribed in clause a & b above, the Items/equipment on delivery in the purchaser‘s premises will also be tested after delivery and if found defective, or the seal found to be tempered these items shall be replaced free of cost to the purchaser as laid down in below.

d) In case UPBSN Lucknow does not depute the officer(s) for factory inspections, the inspection certificate, issued by Quality Control Department of the manufacturer will be acceptable by UPBSN Lucknow.

1.2 Inspections following delivery: This testing / inspection shall be performed at the UPBSN site at the time of delivery of the equipment and the inspector shall inspect the goods against any physical damage on delivery. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The inspector shall also receive the goods after inspection.

2. Pre-commissioning Tests

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

2.3 This testing / inspection shall be performed after the completion of installation. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

2.3 The testing & inspection as per clause 2.3 of above in any way not relieve the Bidder from any Warranty or other obligations under this contract.

3. Operational Acceptance Tests

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

3.2 The final acceptance shall cover 100% of the UP State Data Centre, after successful testing by UPBSN or its designated representatives; a Final Acceptance Test Certificate (FAT) shall be issued by UPBSN Lucknow to the Bidder. The date on which Final FAT certificate is issued shall be deemed to be the date of successful commissioning of the UPBSN solution requirement.

Prerequisite for Carrying out FAT activity

Detailed test plan shall be defined by the Bidder. This shall be submitted by Bidder before FAT activity to be carried out.

- All documentation related to UPBSN and relevant acceptance test document (including IT Components, Non IT Components etc.) should be completed & submitted before the final acceptance test to UPBSN Lucknow.
- The training requirements as mentioned should be completed before the final acceptance test.

- Successful hosting of all application/services being provided as a part of the project such as Application, Messaging, DNS, Anti-Virus, Portal, etc. For details please refer next section.
- For both IT & Non-IT equipment‘s / software manuals / brochures / Data Sheets / CD / DVD / media for all the UPBSN supplied components

The FAT shall include the following:

All hardware and software items must be installed and tested functionally at UPBSN -DC site as per the specification. The testing would include but not limited to following parameters:

- Successful hosting/migration of applications/services as e-mail, DNS, Anti-Virus, Portal, etc. and make them accessible by the UPBSN users from their respective locations connected through UPBSN connectivity.
- IT Security
- The Bidder will arrange all the test equipment required for performance verification. Successful bidder will also provide documented test results.
- The Bidder shall be responsible for the security audit of the network and IT Infrastructure to be carried out by a certified agency other than the successful bidder.

ANNEXURE I: INDICATIVE QUANTITIES FOR IT INFRASTRUCTURE

In order to give a basic idea about the IT Infrastructure quantities involved in the work to the bidders, a table containing indicative quantities of the IT Infrastructure is given below.

Bidders should note that the list provided may not contain all the items required to provide the required solution. The figures mentioned are merely indicative and actual quantities will have to be worked out by the bidder himself to arrive at his cost as per his proposed solution.

There would be required 6 physical servers with the specifications given in BID DOCUMENT point number 2.2.2 Hardware Requirements. All physical servers would be configured in virtual environment to accommodate application and database requirement.

S. No.	Item	Total	Unit Configurations	Data Center UPSDC	Admin Site (UPBSN HQ)	Department User Locations
1	Web Portal	6 Physical servers are required of configuration mentioned in the Indicative minimum Specifications for Server 3.4	As reqd.	Yes	-	-
2	Application Server		As reqd.	Yes	-	-
3	Database Server		As reqd.	Yes	-	-
4	Email Server		As reqd.	Yes	-	-
5	LDAP Server		As reqd.	Yes	-	-
6	DNS Server		As reqd.	Yes	-	-
7	MIS Server		As reqd.	Yes	-	-
8	Mail Over Mobile Access Server		As reqd.	Yes	-	-
9	Backup Server		As reqd.	Yes	-	-
10	Antivirus Server		As reqd.	Yes	-	-
11	Test & Development Server		As reqd.	Yes	-	-
12	OS for Servers	As reqd.				
13	24 Port L3 Manageable Switch	5	As reqd.		5	
14	12 Port L3 Manageable Switch with Patch Panels	25	As reqd.			25
15	24 Port Patch Panel	5	As reqd.		5	
16	7 feet Patch Cord	25	As Reqd.	25		
17	3 feet Patch	325	As Reqd.		250	75

	Chord					
18	1U Rack Mountable 17" TFT with integrated Keyboard and TrackPoint/ TouchPad along with appropriate cables/connectors to connect to KVM Switches	1	As reqd.	1		
19	16 Port KVM Switch (IP Based Switch)	1	As reqd.	1		
20	Router	As reqd.	As reqd.		2	25
21	Modem	As reqd.	As reqd.		2	25

E. IMPLEMENTATION SCHEDULE

Implementation Schedule Table

"Entire System Procurement"

Assignment Name	Description of Assignment	Deliverable	Timeline
Inception Report	Inception report (detailed schedule of work, key staff deployment, methodology, etc) & inception workshop to discuss with UPBSN.	Inception report	Within 1 Week of award of assignment
Stage-1: System Design and Specifications	System requirement specification (SRS) should be detailed software solution to be developed and give the UPBSN a chance to understand the system before it is developed, so as to suggest modifications and refinements before commencement of development. SRS Would also include need assessment after studying the relevant project documents and undertaking discussions with the U.P.B.S.N. at all operational level. SRS would depict tasks to be performed with the help of Logical Flow Diagrams to develop web-enabled MIS. SRS would also highlight hardware, support software, data storage and connectivity requirement for operationalization of the MIS software. Input/Output formats likely to be designed would be finalized in consultation with U.P.B.S.N.	Finalized System Design & Specification (SRS) report; Three (3) hard copies and one softcopy.	Within 1 Months of the award of the assignment
Stage-2: Application Development and Testing	First step of stage 2 shall start with planning & designing of relational database and Web-enabled MIS software development based on discussions with the U.P.B.S.N. following the finalized SRS. The reports generated from the MIS modules based on the captured data would be tested for authenticity and correct calculations.	MIS software tested at district level along with Technical Design Report	Within 4 Months of award of assignment

Training And Documentation	The firm would develop operational manual for Web-enabled MIS ver. 1.0 and train the respective users at all level of operation. All trainings would be organized at Lucknow by UPBSN where firm would explain user interface and all functional operations including proving hands-on to feed information and generate reports and to use Web-enabled MIS manual. UPBSN would ensure to provide qualified man-power from third year to ensure smooth transfer of Web-enabled MIS and support. Besides, firm would also undertake handholding for next two years to maintain, incorporate necessary modifications (if required) and manage the web-space, software and support at operational levels.	Web-enabled MIS Documentation & operation manual (in 5 hardcopies and one softcopy – videoed manual)	within 5 Months from award of assignment
Final Reporting	Report Generation on agreed format, Display information on Website etc		within 6 Months from award of assignment
Operation and Maintenance support	Data base maintenance, up gradation and integration support for web based MIS Application, the Operation and Maintenance of the Data center and yearly training for two times to UPBSN Staff.	Handholding, data updation, Maintenance and operation support	For 1 Years after 6 Months of award of assignment

System Inventory Table (Supply and Installation Cost Items) : A

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity/Vitualizations
1.	**Software**		- -	- -
1.1	MIS Analysis/ Reporting Server Software	3.6 - 1 Servers with relevant Operating System Software Technical specifications	“	Two Node (Consider High Availability)
1.2	Application Server Software	3.6 - 3 Servers with relevant Operating System Software Technical specifications		Two Node (Consider High Availability)
1.3	Database Server Software	3.6 - 2 Servers with relevant Operating System Software Technical specifications	“	Two Node (Consider High Availability)
1.4	Antivirus Software - Anti-Virus Solution based on layered protection support which ensures that every point in the enterprise including Gateways HTTP, URL Filtering, FTP and SMTP, PoP3 for inbound and out bound scanning in a same box, Servers and Workstations are protected at all times. Should be able to handle more than 300 users without any performance degradation with	-	“	-
1.6	Mail Messaging Server Software	3.6 - 4 Servers with relevant Operating System Software Technical specifications		Two Node (Consider High Availability), Mail Box for 300 Users APPROX.
1.7	Directory Services Software	3.6 - 5 Servers with relevant Operating System Software Technical specifications		Two Node (Consider High Availability)

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity/Vitualizations
1.8	DNS Server Software			Two Node (Consider High Availability)
1.9	Backup Storage Software	3.6 - 7 Servers with relevant Operating System Software Technical specifications		Single Node
1.10	Test Development Software	Servers with relevant Operating System Software Technical specifications		Single Node
1.11	Proxy Server Software	-	-	-
1.12	Operating System Software			As required
2	**Server**			
2.1	Blade Server: generation 2 x Intel Xeon Six Core E5-2620 CPU @ 2.0 GHz or Higher processor. Application Server with relevant latest version 64-bit operating system (Windows Server & Red Hat Linux Enterprise-RHEL) with requisite licenses to run Application Software suit and its component	3.4, Indicative Technical Specifications	-	6
3	**Networking Components**			
3.1	Router: Technology: Wireless-N 2.4Ghz Router and Access Point, Band: 2.4GHz, Standards: IEE 802.3, IEE 802.3u, IEE 802.3b, IEE 802.3g, IEE 802.3n, Antennas: 1 x External Antenna, Ethernet Ports: 4 x 10/100 Mbps, Wireless Security: WEP, WPA, WPA2, Encryption: 128bit encryption or higher for security, Parental Control, Compatibility: Wireless-b/g/n devices,Speeds: Upto 108Mbps. E1 ports across two modules for redundancy.	3.5 of Technical Specifications	-	As required

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity/Vitualizations
3.2	L3 SWITCH: Access Switches with VRRP/HSRP, IP Routes in Hardware - upto 128K Route support, IP routing protocols – IPv4 & IPv6 dual stack, Static IP routing- IPv4 & IPv6, Open Shortest Path First v2 & v3, Routing Information Protocol – v1, v2 and ng Border Gateway Protocol v4, Multi Protocol BGP, Protocol Independent Multicast – SM, SSM, MSDP, Any cast RP Policy based Routing, Graceful Restart for OSPF, RFC Support, Graceful Restart for BGP, RFC Support, BFD Support Should be capable of having separate policies for individual VLANS, groups and subnets. or equivalent. With 3 years on-site Warranty with 99% uptime commitment	3.5 Networking Components of Technical Specifications	-	As required
3.3	KVM Switch: 6 Port IP Enabled CAT5 based KVM switch will be installed by the Bidder in the Data Centre for remote access of all the servers in the racks being provisioned.	3.5. Networking Components of Technical Specifications	-	1
A	Licenses for Desktop/users			-
4	**UP State Data Centre**			
4.1	Server & Networking Racks with accessories as required			
A	Servers Racks	As per the requirements	-	-
B	Networking Racks	As per the requirements	-	-
C	PDUs with accessories for Data Centre, NOC, Communication room, UPS room, staging room and all other areas as required	As per the requirements	-	-
D	Modular UPS System with N+1 redundancy mode with accessories as per specifications	As per the requirements	-	-
E	Precision Air Conditioning System	As per the requirements	-	-
F	CCTV Surveillance System with accessories, software, etc. for Data Centre including NOC, communications area, staging room and all other areas	As per the requirements	-	-

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity/Vitualizations
F	Biometric and smart card based Access Control System with accessories, software, etc. for entire area	As per the requirements	-	-
G	Enterprise Management System/Network Management System – • Event Management • Server Monitoring • Windows Monitoring • Database Monitoring • Software distribution integrated with Asset/inventory management for desktops and Patch management • Inventory & Asset management • Compliance reporting and remediation • Software Compliance Checks • Server, Desktop Compliance management: • Incident Management • Problem Management • Service Level Agreement • Solutions Application • Change Management	As per the requirements	-	-
H	Tape Library and Backup Media	As per the requirements	-	-

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity/Vitualizations
I	Load Balancer/Link Load Balancer: The load balancer should support segmentation/virtualization to distribute load for multiple services, servers. The load balancer would be used for the following servers: Mail Servers, Application Server, Web Servers, Database Servers, MIS Server	As per the requirements	-	-
J	IDS/IPS	As per the requirements	-	-

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

System Inventory Table (Recurrent Cost Items) : B

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Operation & Maintenance Services for Data Centre (for 1st, 2nd & 3rd year)(On site manpower resources as per scope of the work in the bid for ¾ shifts for 24X7 operations and one general shift)		For entire Infrastructure provided under the project	For entire Infrastructure provided under the project	For entire Infrastructure provided under the project
2	Comprehensive Annual Maintenance (AMC) of Two Years after Warranty period of One Year				
	AMC for ICT Infrastructure (for 2nd & 3rd year)		Incl. in Warranty	all items, all sites	all items, all sites
3	Software Licenses cost		Incl. in Warranty	all items, all sites	all items, all

					sites
4	Support Cost for Software's (renewal/updates/licenses)(for 2nd & 3rd, year)		Incl. in Warranty	all items, all sites	all items, all sites
5	Application, Standard, and Custom Software		Incl. in Warranty		

Table of Holidays and Other Non-Working Days

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

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

F. REQUIRED FORMAT OF TECHNICAL BIDS

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

5.1.0 The Bidder must provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.

5.1.1 To assist in the bid evaluation, the detailed descriptions should be organized and cross referenced in the same manner as the Bidder's item-by-item commentary on the Technical Requirements described in Section 5.2 below. All information provided by cross reference must, at a minimum, include clear titles and page numbers.

5.1.2 The Bidder is required to describe the proposed Technical Solution in detail and clearly. Following should be captured in the explanation:

- Clear articulation and description of the design and technical solution and various components including make of equipment or sizing of infrastructure (including diagrams and calculations wherever applicable)
- Extent of compliance to technical requirements specified in the scope of work
- Technical Design and clear articulation of benefits to UPBSN of various components of the solution vis-à-vis other options available.
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients

5.2 Item-by-Item Commentary on the Technical Requirements

5.2.0 The Bidder must provide an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements, see ITB Clause 16.2 (b) (ITB Clause 14.2 (b) in the two-stage SBD).

5.2.1 In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the Technical Responsiveness Checklist provided in Section G of the Technical Requirements. Failure to do so, increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross references to the relevant pages in the Bidder's Technical Bid.

5.3 Preliminary Project Plan

5.3.0 The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan must also address the topics and points of emphasis specified in *[state: **"SCC Clause 19"** including any additional items stated in the Bid Data Sheet for ITB Clause 16.2 ™ (ITB Clause 14.2 ™ in the two-stage SBD)]*. The

Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

5.3.1 In addition to the topics and points of emphasis, the Preliminary Project Plan MUST address *[for example, specify: what steps will be taken if there is a failure; how project progress will be reported; etc.]*.

5.3.2 *[specify: any additional requirements regarding the format of the Preliminary Project Plan, for example, must it be submitted in a specific word processing format, in addition to hard copy, etc.]*.

5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies

5.4.0 The Bidder must submit a written confirmation that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Bidding Document.

G. TECHNICAL RESPONSIVENESS CHECKLIST

Technical Responsiveness Checklist

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

Tech. Require. No. 1	Technical Requirement: The system MUST be expandable and upgradeable to support the evolving operational needs in terms of processing load, data volume, upcoming technology, network expansion etc.	***Mandatory***
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 2	Technical Requirement: Considering that UP is a Hindi speaking state, and most of the UPBSN's documents are Hindi based the application system MUST cater to the Hindi language requirements of UPBSN and as per existing policies and procedures.	***Mandatory***
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 102	Technical Requirement: In order to accept the system, UPBSN MUST be satisfied that all of the work has been completed and delivered to	*Mandatory*

	UPBSN's complete satisfaction and that all aspects of the system perform acceptably.	
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

Tech. Require. No. 103	Technical Requirement: However, the bidder MUST takes responsibility to provide interface of the above systems (that are out of scope of this assignment) with the developed/customized application system.	*Mandatory*
Bidder's technical reasons supporting compliance:		
Bidder's cross references to supporting information in Technical Bid:		

2 ATTACHMENTS

Attachment 1: Existing Information Systems / Information Technologies

Attachment 2: Site Drawings and Site Survey Information

Attachment 3: Sample Reports, Data Entry Forms, Data, Coding Schemes, Etc. / Information System and the Key functionalities to be provided by the application systems

Attachment 4 : Relevant Legal Codes, Regulations, Etc.

Attachment 5: Available Training Facilities

Attachment 6: The Purchaser's Project and Corporate Management Structure

Attachment 7: Indicative Data Centre Architecture

I. Attachment 1: Existing Information Systems / Information Technologies

Indicative List of Existing Hardware and Software in Lucknow office

Hardware	Software	Information System	Numbers
Server : Compaq Proliant ML 530- Xeon 800 MHz processor, 256 MB RAM	Novell Netware 4.10	Main Server	1
Server : Compaq Proliant 1600 -	Novell Netware 4.10 Sybase	Database Server	1
Server : IBM X3200 Xeon 3040 @ 1.86 GHz, 1 GB RAM, 75 GB HDD, SCSI & RAID Controller	Windows Server 2003	Tally Server GIS Server Antivirus Server	3
Laptop :Toshiba Portege R700-X3430 Intel Core i5-460 M Processor 2.53 GHz, 3 GB DDR3 RAM, HDD 500 GB SATA	Windows 7 professional		12
Laptop: Sony VPS-Z126GG/B Inetl Core i5 2.53 GHz, RAM 1 GB HDD 128 GB	Windows 7 Professional		1
Laptop: Lenovo Y500 Intel Core 2 Duo 2 GB Ram , 140 GB HDD	Windows Vista		2
Desktop : Lenovo C2D 8985-AJ9, Intel Core 2 Duo: Intel® Core™2 CPU 4300@1.80 GHz 1.79 GHz , RAM 512 MB, HDD 150 GB	Windows XP Professional	Office Use	98
Desktop : Lenovo DC 8985-AS8, Intel ® Pentium ® 4 CPU 3.06 GHz 3.08 GHz, 512 MB RAM , HDD 80 GB	Windows XP Professional	Office Use	25
Printers: Canon LBP 2900 Ricoh 3224C–MFP Epson FX2175–DMP HP 1215 – Colour			 10 1 1 1
HP Designjet 5500 Plotter – Q1251A – A0 Size			1

HP Designjet 4500 Scanner scanner- - A0 Size			1
Map copier- MP-W2400 – A0 Size			1
UPS's 20 KVA online 2 KVA online			 3 19

Indicative List of Existing Hardware at 20 DPU's

Sl. No.	District Name	Total Computer
1	Allahabad	3
2	Aligarh	2
3	Etah	3
4	Etawah	3
5	Fatehpur	3
6	Kanpur Dehat	3
7	Mainpuri	3
8	Raebareli	3
9	Pratapgarh	3
10	Unnao	3
11	Azamgarh	3
12	Jaunpur	3
13	Sultanpur	3
14	Gajipur	3
15	Sant Ravidas Nagar	2
16	Hardoi	3
17	Kannauj	2
18	Farrukhabad	3
19	Lucknow	2
20	Kanpur Nagar	3
21		
22		
23		
24		
25		
	Total	**56**

Lenevo C2D (150 GB HDD & 512 MB RAM) , Lenovo DC (75 GB HDD & 512 MB RAM)

Existing Software Systems

- Novell Netware 4.10
- Sybase 6.2
- Power Builder 4 & 6
- Adaptive Server Anywhere
- MS- Windows XP Professional
- MS- Windows 7 Professional
- MS- Office 2003
- MS-Office 2007

H. ATTACHMENTS

Attachment 2: Site Drawings and Site Survey Information

Not Required

H. ATTACHMENTS

Attachment 3: Sample Reports, Data Entry Forms, Data, Coding Schemes, Etc. / Information System and the Key functionalities to be provided by the application systems

Attachment 3_A MIS data input Screens
Attachment 3_B MIS Reports
Attachment 3_C Ravine Pilot in UPSLR IIIP
Attachment 3_D Animal Husbandry
Attachment 3_E Marketing component
Attachment 3_F PMC
Attachment 3_G Credit
Attachment 3_H Drainage
Attachment 3_I PIS
Attachment 3_J Payroll
Attachment 3_K MPIMS
Attachment 3_L Environment

Successful bidder shall collect the detail information about above attachments from UPBSN, Lucknow head quarter.

H. Attachments

Attachment 4: Relevant Legal Codes, Regulations, Etc.

The bidder will be responsible for acquiring all clearance from regulatory bodies or other agencies required for implementation of proposed system.

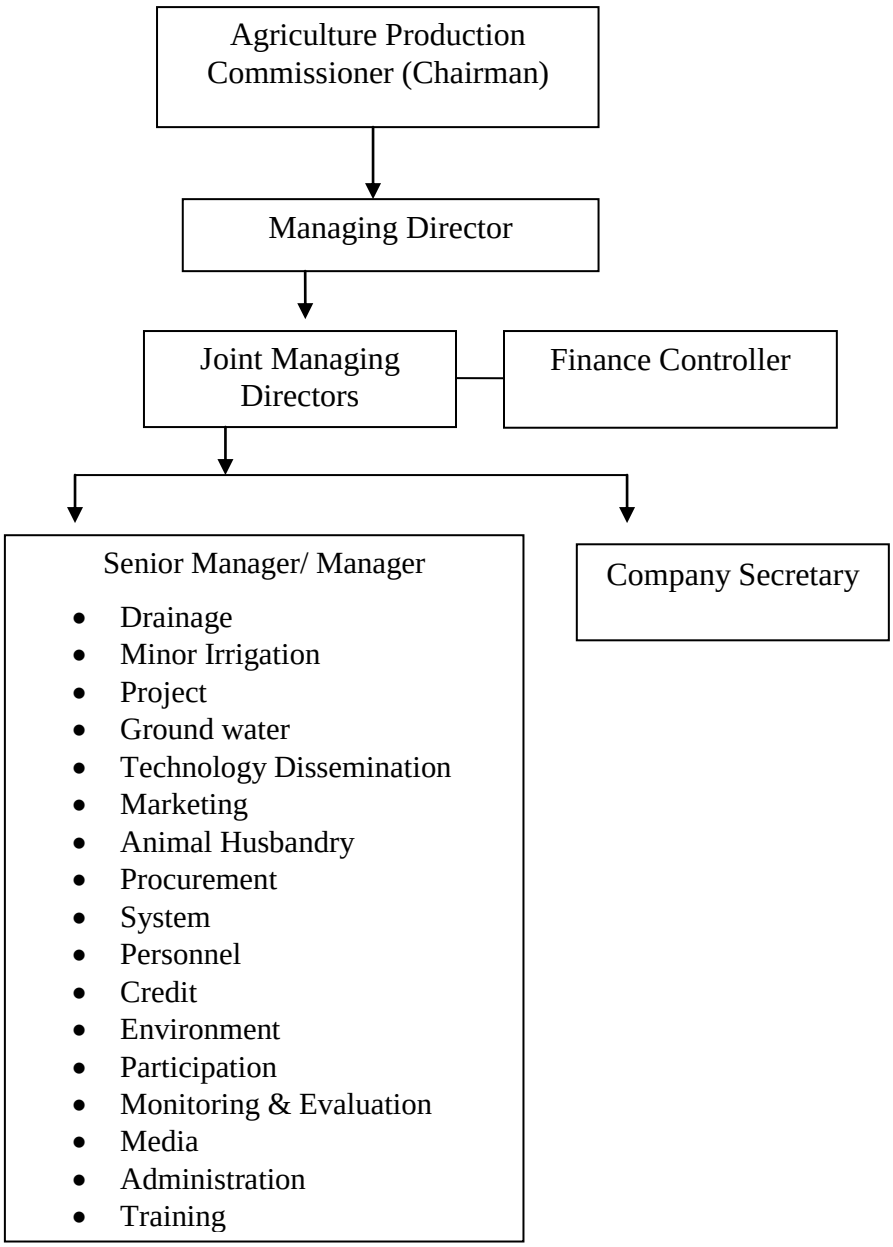
H. ATTACHMENTS

Attachment 5: Available Training Facilities

Proposed training will be held in UPBSN HQ at Lucknow and UPBSN HQ has all the basic equipments (i.e LCD projector, Laptop and Internet enable port etc). In case, bidder needs any other equipment, then bidder can specify the same in thre propose and should include the cost in their recpective folders.

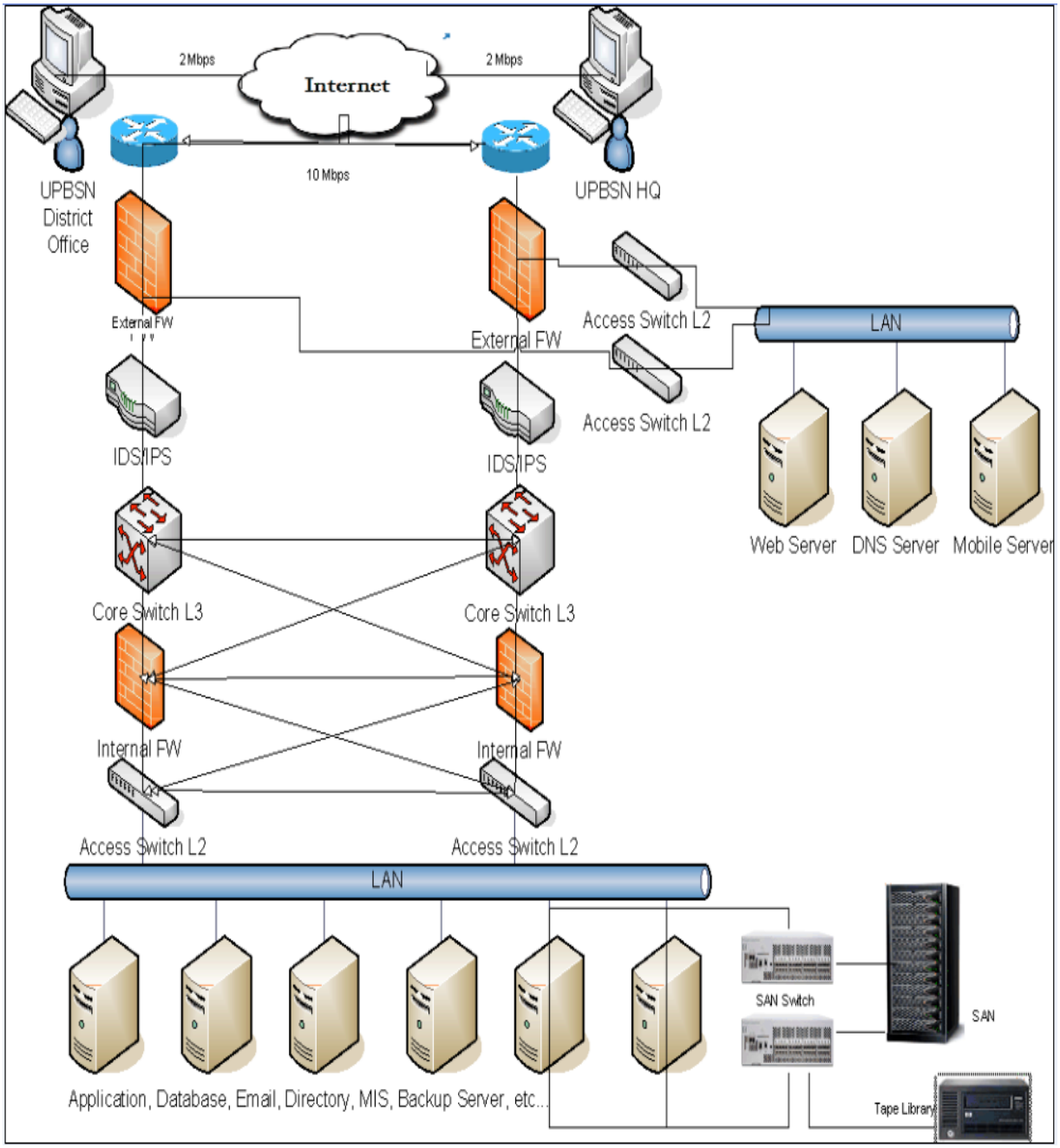
H. ATTACHMENTS

Attachment 6: The Purchaser's Corporate Management and Project Structure



H. ATTACHMENTS

Attachment 7: Indicative Data Centre Architecture



SECTION VII. SAMPLE FORMS

e. Notes to Bidders on working with the Sample Forms

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

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

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

In preparing its bid, the Bidder must ensure all such information is provided and that the typographical aides are removed.

The sample forms provide a standard set of documents that support the procurement process as it moves forward from the stage of bidding, through Contract formation and onto Contract performance. The first set of forms must be completed and submitted as part of the bid prior to the deadline for bid submission. These include: (i) the Bid Submission Form; (ii) the Price Schedules; (iii) the Manufacturer's Authorizations and key Subcontractor agreements; (iv) the List of Proposed Subcontractors; (v) the form(s) for securing the bid (if and as required); and other forms as found in sub-sections 1 through 4 of this Section VII of the Bidding Documents.

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

extend the Schedules to capture those items or components. If supporting price and cost tables are needed for a full understanding of the bid, they should be included.

Arithmetical errors should be avoided. If they occur, the Purchaser will correct them according to ITB Clause 26.2 (ITB Clause 38.2 in the two-stage SBD) without consulting the Bidder. Major omissions, inconsistencies, or lack of substantiating detail can lead to rejection of a bid for commercial non-responsiveness. Presenting prices according to the breakdown prescribed in the Price Schedules is also essential for another reason. If a bid does not separate prices in the prescribed way, and, as a result, the Purchaser cannot apply the domestic preference provision described in ITB Clause 29 (ITB Clause 41 in the two-stage SBD), if they are applicable in this bidding, the Bidder will lose the benefit of the preference. Once bids are opened, none of these problems can be rectified. At that stage, Bidders are not permitted to change their bid prices to overcome errors or omissions.

- Manufacturer's Authorizations and written agreements by key Subcontractors: In accordance with ITB Clauses 6.1 (b) and (c), a Bidder may be required to submit, as part of its bid, Manufacturer's Authorizations in the format provided in the Bidding Documents, and agreements by Subcontractors proposed for key services, for all items specified in the Bid Data Sheet. There is no particular format (or sample form) for Subcontractor agreements.

- List of Proposed Subcontractors: In accordance with ITB Clause 6.3, a Bidder must submit, as part of its bid, a list of proposed subcontracts for major items of Technologies, Goods, and/or Services. The list should also include the names and places of registration of the Subcontractors proposed for each item and a summary of their qualifications.

- List of Software and Materials: In accordance with ITB Clause 13.1 (e) (vi) (ITB Clauses 13.1 (c) (vi) and 25.1 (e) (vi) in the two-stage SBD), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to reassign certain key Software to a different category.

- Qualification information forms: In accordance with ITB Clause 6, the Purchaser will determine whether the Bidder is qualified to undertake the Contract. This entails financial, technical as well as performance history criteria which are specified in the BDS for ITB Clause 6. The Bidder must provide the necessary information for the Purchaser to make this assessment through the forms in this sub-section. The forms contain additional detailed instructions which the Bidder must follow.

- Securing the bid: If the BDS for ITB Clause 17 (ITB Clause 29 in the two-stage SBD) requires that bids be secured, the Bidder shall do so in accordance with the type and details specified in the same ITB/BDS Clause, either using the form(s) included in these Sample Forms or using another form acceptable to the Purchaser. If a Bidder wishes to use an alternative form, it should ensure that the revised format provides substantially the same protection as the standard format; failing that, the Bidder runs the risk of rejection for commercial non-responsiveness.

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

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

- Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.
- Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this section of these Bidding Documents and in the amount specified in accordance with the SCC.
- Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC 12.1 - in the form contained in this section of these Bidding Documents or another form acceptable to the Purchaser. If a Bidder wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the bid submission deadline.

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

f. Table of Sample Forms

1. Bid Submission Form (Single-Stage Bidding) 210

2. Price Schedule Forms 214

2.1 Preamble 215
2.2 Grand Summary Cost Table 216
9. 216
2.3 Supply and Installation Cost Summary Table 217
2.4 Recurrent Cost Summary Table 229
2.5 Supply and Installation Cost Sub-Table *[insert: identifying number]* 231
2.6 Recurrent Cost Sub-Table *[insert: identifying number]* 241
2.7 Country of Origin Code Table 244

3. Other Bid Forms and Lists 245

3.1 Manufacturer's Authorization 246
3.2 List of Proposed Subcontractors 247
3.3 Software List 248
3.4 List of Custom Materials 249
3.5.1 General Information Form 250
3.5.2 General Information Systems Experience Record 251
3.5.2a Joint Venture Summary 252
3.5.3 Particular Information Systems Experience Record 253
3.5.3a Details of Contracts of Similar Nature and Complexity 254
3.5.4 Summary Sheet: Current Contract Commitments / Work in Progress 255
3.5.5 Financial Capabilities 256
3.5.6 Personnel Capabilities 258
3.5.6a Candidate Summary 259
3.5.7 Technical Capabilities 260
3.5.8 Litigation History 261

4. Bid-Securing Declaration 262

4A. Bid Security (Bank Guarantee) 264

4B. Bid Security (Bid Bond) 266

5. Contract Agreement 268

Appendix 1. Supplier's Representative 272
Appendix 2. Adjudicator 273
Appendix 3. List of Approved Subcontractors 274
Appendix 4. Categories of Software 275
Appendix 5. Custom Materials 276
Appendix 6. Revised Price Schedules 277
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments 278

6. Performance and Advance Payment Security Forms 279

6.1 Performance Security Form (Bank Guarantee) 280
6.2 Advance Payment Security Form (Bank Guarantee) 281

7. Installation and Acceptance Certificates 282

7.1 Installation Certificate.....283
7.2 Operational Acceptance Certificate 284

8. Change Order Procedures and Forms.....285

8.1 Request for Change Proposal Form 286
8.2 Change Estimate Proposal Form.....288
8.3 Estimate Acceptance Form 290
8.4 Change Proposal Form.....292
8.5 Change Order Form 294
8.6 Application for Change Proposal Form 296

1. BID SUBMISSION FORM (SINGLE-STAGE BIDDING)

Date: *[insert: **date of bid] DD/MM/YYYY***

Credit No.:**4640-IN**

IFB No.:

Name of Contract: Procurement and Development of Application System for UPBSN

To: Managing Director,

Uttar Pradesh Bhumi Sudhar Nigam

Bhumitra Bhawan, T.C./19V, Vibhuti kahnd

Gomti Nagar Lucknow-226010

Dear Sir or Madam:

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

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

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

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

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

"We accept the appointment of Sri. R K Mittal, Ex- Agriculture Production Commissioner Govt. of U.P. **as in the *Bid Data Sheet*** as the Adjudicator."

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

We agree to abide by this bid, which, in accordance with ITB Clauses 13 and 16, consists of this letter (Bid Submission Form) and the enclosures listed below, for a period of *[Purchaser insert: **number from Bid Data Sheet**]* days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
Etc.	*[if none, state: **"none"**]*	

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signed:

Date:

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

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

ENCLOSURES:

Price Schedules

Bid-Securing Declaration or Bid-Security (if and as required)

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

Attachment 1. Bidder's Eligibility

Attachment 2. Bidder's Qualifications (including Manufacturer's Authorizations and Subcontractor agreements if and as required)

Attachment 3. Eligibility of Goods and Services

Attachment 4. Conformity of the Information System to the Bidding Documents

Attachment 5. Proposed Subcontractors

Attachment 6. Intellectual Property (Software and Materials Lists)

[if appropriate, specify further attachments or other enclosures]

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.

Item	present: y/n	page no.
Bid Submission Form.....		
Price Schedules		
Bid-Securing Declaration / Bid-Security (if and as required)		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2)....		
Attachment 1		
Attachment 2		
Manufacturer's Authorizations ..... Subcontractor agreements		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
.....		

2. PRICE SCHEDULE FORMS

Note: in information 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

General

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

   2.2 Grand Summary Cost Table

   2.3 Supply and Installation Cost Summary Table

   2.4 Recurrent Cost Summary Table

   2.5 Supply and Installation Cost Sub-Table(s)

   2.6 Recurrent Cost Sub-Tables(s)

   2.7 Country of Origin Code Table

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

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

Pricing

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

5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). 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 (ITB Clause 38.2 in the two-stage SBD).

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 (ITB Clause 28.1 in the two-stage SBD), no more than three foreign currencies may be used. The price of an item should be unique regardless of installation site.

2.2 Grand Summary Cost Table

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

9.

Name of Bidder:		
Authorized Signature of Bidder:		

2.3 Supply and Installation Cost

Summary Table

System or Subsystem number: *[if a multi-lot procurement, insert:* ***Subsystem number;*** *otherwise state* ***"entire System procurement"*** *] [as necessary for supply, installation, and achiev*

ing Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table entries as needed.]

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD).

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	***[insert: Local Currency]*** Price	***[insert: Local Currency]*** Price	***[insert: Foreign Currency A]*** Price	***[insert: Foreign Currency B]*** Price	***[insert: Foreign Currency C]*** Price
0	Project Plan	- -	- -	- -	- -	- -	- -

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	***[insert: Local Currency]*** Price	***[insert: Local Currency]*** Price	***[insert: Foreign Currency A]*** Price	***[insert: Foreign Currency B]*** Price	***[insert: Foreign Currency C]*** Price
1	Headquarters Subsystem	1					
1.1	Hardware, LAN & General-Purpose Software	1					

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	***[insert: Local Currency]*** Price	***[insert: Local Currency]*** Price	***[insert: Foreign Currency A]*** Price	***[insert: Foreign Currency B]*** Price	***[insert: Foreign Currency C]*** Price
1.2	Database System	1					
1.3	Training	1					
2	Region 1 Branch Offices Subsystems	2					

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	***[insert: Local Currency]*** Price	***[insert: Local Currency]*** Price	***[insert: Foreign Currency A]*** Price	***[insert: Foreign Currency B]*** Price	***[insert: Foreign Currency C]*** Price
2.1	Hardware, LAN & General-Purpose Software	2					
2.2	Training	2					

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	*[insert: **Local Currency]*** Price	*[insert: **Local Currency]*** Price	*[insert: **Foreign Currency A]*** Price	*[insert: **Foreign Currency B]*** Price	*[insert: **Foreign Currency C]*** Price
j	Region J Branch Offices Subsystems	j					
j.1	Hardware, LAN & General-Purpose Software	"					

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	***[insert: Local Currency]*** Price	***[insert: Local Currency]*** Price	***[insert: Foreign Currency A]*** Price	***[insert: Foreign Currency B]*** Price	***[insert: Foreign Currency C]*** Price
j.2	Subsystem Design and Programming Services						
j.3	Training	"					
:							

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	*[insert: **Local Currency]*** Price	*[insert: **Local Currency]*** Price	*[insert: **Foreign Currency A]*** Price	*[insert: **Foreign Currency B]*** Price	*[insert: **Foreign Currency C]*** Price
k	WAN and integrated database access Subsystems	k					
k.1	WAN	"					

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	*[insert: **Local Currency]*** Price	*[insert: **Local Currency]*** Price	*[insert: **Foreign Currency A]*** Price	*[insert: **Foreign Currency B]*** Price	*[insert: **Foreign Currency C]*** Price
k.2	Database Access Software	"					
k.3	Training	"					
:							

			Supply & Installation Prices				
			Locally supplied items	**Items supplied from outside the Purchaser's Country**			
Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	*[insert: **Local Currency]*** Price	*[insert: **Local Currency]*** Price	*[insert: **Foreign Currency A]*** Price	*[insert: **Foreign Currency B]*** Price	*[insert: **Foreign Currency C]*** Price
m	Data Conversion Service	m					
SUBTOTALS							
TOTAL (To Grand Summary Table)							

Name of Bidder:		
Authorized Signature of Bidder:		

2.4 Recurrent Cost Summary Table

System or Subsystem number: *[if a multi-lot procurement, insert:* ***Subsystem number****, otherwise state* ***"entire System procurement"*** *] [as necessary for the operation of the System, specify items in the Table below, modifying the sample line items and sample table entries as needed.]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD).

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	*[insert:* ***Local Currency*** *]* Price	*[insert:* ***Foreign Currency A*** *]* Price	*[insert:* ***Foreign Currency B*** *]* Price	*[insert:* ***Foreign Currency C*** *]* Price
z	Recurrent Cost Items					
z.1	Headquarters Recurrent Cost Items	n.1				
z.2	Region 1 Recurrent Cost Items	n.2				

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

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

Name of Bidder:		
Authorized Signature of Bidder:		

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

System or Subsystem number: *[if a multi-lot procurement, insert: **Subsystem number;** otherwise state **"entire System procurement"**]*

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

*[as necessary for supply, installation, and achieving Operational Acceptance 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 Supply and Installation Cost Summary Table that requires elaboration.]*

Prices, rates, and subtotals MUST be quoted in accordance with ITB Clauses 14 and 15 (ITB Clauses 27 and 28 in the two-stage SBD). Unit prices for the same item
appearing several times in the table must be identical in amount and currency.

				Unit Prices / Rates		**Total Prices**	
				Supplied Locally	**Supplied from outside the Purchaser's Country**	**Supplied Locally**	**Supplied from outside the Purchaser's Country**

Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
1.1	Hardware – Finance Department	- -	- -	- -	- -	- -	- -	- -					
1.1.1	Supply of Advanced workstations												
1.1.2	Standard Workstations												
1.1.3	High-speed Laser Printer												

				Unit Prices / Rates					**Total Prices**				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
1.1.4	Standard-speed Laser Printer												
1.1.5	Continuous-feed Printer												

				Unit Prices / Rates					**Total Prices**				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
1.1.6	Design and Programming Services related to Financial Report												
:1.1.7	Local transport and insurance												

				Unit Prices / Rates					Total Prices				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
2.	LAN - Headquarters		- -	- -	- -	- -	- -	- -					
2.1	Supply of Wiring Closet Hardware		- -	- -	- -	- -	- -	- -					
2.1.1	Hubs												

				Unit Prices / Rates					**Total Prices**				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	***[insert: local currency]***	***[insert: local currency]***	***[insert: foreign currency A]***	***[insert foreign currency B]***	***[insert: foreign currency C]***	***[insert: local currency]***	***[insert: local currency]***	***[insert: foreign currency A]***	***[insert: foreign currency B]***	***[insert: foreign currency C]***
2.1.2	Punch-down panel												
2.1.3	Uninterrupted Power Supply (small)												
2.1.4	Lockable Equipment Rack												

				Unit Prices / Rates					Total Prices				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
:													
2.2	In-Building Wiring		- -	- -	- -	- -	- -	- -					
2.2.1	Server Room		- -	- -	- -	- -	- -	- -					
2.2.1.1	Dedicated Telephone Lines (data)		2 nodes										

				Unit Prices / Rates					Total Prices				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	***[insert: local currency]***	***[insert: local currency]***	***[insert: foreign currency A]***	***[insert foreign currency B]***	***[insert: foreign currency C]***	***[insert: local currency]***	***[insert: local currency]***	***[insert: foreign currency A]***	***[insert: foreign currency B]***	***[insert: foreign currency C]***
2.2.2	Backbone and Risers (Fiber optic)												
2.2.3	Departmental Wiring		- -	- -	- -	- -	- -	- -					
2.2.3.1	Finance Department												

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
2.3	In-Building Wiring (Goods)		- -	- -	- -	- -	- -	- -					
2.4	Local transport and insurance for Region 1 sites												

				Unit Prices / Rates					Total Prices				
				Supplied Locally	**Supplied from outside the Purchaser's Country**				**Supplied Locally**	**Supplied from outside the Purchaser's Country**			
Component No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert* ***foreign currency B]***	*[insert:* ***foreign currency C]***	*[insert:* ***local currency]***	*[insert:* ***local currency]***	*[insert:* ***foreign currency A]***	*[insert:* ***foreign currency B]***	*[insert:* ***foreign currency C]***
3.	Supply of General-Purpose Software	- -	- -	- -	- -	- -	- -	- -					
Subtotals (to *[insert:* ***line item***] 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 (ITB Clauses 27 and 28 in the two-stage SBD). Unit prices for the same item appearing several times in the table must be identical in amount and currency.

Component No.	Component	Y1	Y2	Y3	Y4	Yn	Sub-total for *[insert: **currency**]*
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty			
2.	Software Licenses & Updates	Incl. in Warranty					

Component No.	Component	Y1	Y2	Y3	Y4	Yn	Sub-total for *[insert:* ***currency*** *]*
2.1	System and General-Purpose Software	Incl. in Warranty					
2.2	Application, Standard and Custom Software	Incl. in Warranty					
3.	Technical Services						
3.1	Sr. Systems Analyst						
3.2	Sr. Programmer						
3.3	Sr. Network Specialist, ….. etc.						

Component No.	Component	Y1	Y2	Y3	Y4	Yn	Sub-total for *[insert:* ***currency*** *]*
4.	Telecommunications costs [to be detailed]						
5.	[Identify other recurrent costs as may apply]						
	Annual Subtotals:						- -

Name of Bidder:		
Authorized Signature of Bidder:		

2.7 Country of Origin Code Table

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

3. OTHER BID FORMS AND LISTS

3.1 Manufacturer's Authorization

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 List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

3.3 Software List

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

3.4 List of Custom Materials

Custom Materials

3.5.1 General Information Form

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

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

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

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

3.5.2 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture

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

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

Use a separate page for each partner of a Joint Venture, and number these pages.

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

Annual turnover data (applicable activities only; US$ equivalent)						
Partner	Form 3.5.2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

3.5.3 Particular Information Systems Experience Record

Name of Bidder or partner of a Joint Venture

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

3.5.3a Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

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

3.5.4 Summary Sheet: Current Contract Commitments / Work in Progress

Name of Bidder or partner of a Joint Venture

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

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

3.5.5 Financial Capabilities

Name of Bidder or partner of a Joint Venture

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

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

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

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

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

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net

of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 6.1 (a).

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

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

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

3.5.6 Personnel Capabilities

Name of Bidder

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

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

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

3.5.6a Candidate Summary

Name of Bidder

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

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

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

3.5.7 Technical Capabilities

Name of Bidder

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

3.5.8 Litigation History

Name of Bidder or partner of a Joint Venture

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

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

4. BID-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)]

[Note to Bidders: 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 (BANK GUARANTEE)

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

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

Date: *[DD/MM/YYYY]*

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 DD/MM/YYYY**]* (hereinafter called "the Bid") for the execution of *[insert: **name of contract**]* under Invitation for Bids No. *[insert: **IFB number**]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

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 Bid's 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)]

[Note to Bidders: 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 (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 Purchaser's country**]*, 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 in currency, figures and 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 execution of *[insert: **name of contract**]* (hereinafter called "the Bid"). If the Principal was permitted by the bidding conditions to submit alternative bid(s) and did so, then these are deemed part of the Bid and thus covered by this Bond.

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: _____

[add Corporate Seal(s) (where appropriate)]

_____ _____ _____

[Signature] *[Signature]*

_____ _____

_____

*[state: **printed name and title**]* *[state: **printed name and title**]*

[Note to Bidders: 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 Information System *[insert: **brief description of the Information System**]* ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1.

Contract Documents

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

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

(a) This Contract Agreement and the Appendices attached to the Contract Agreement

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Implementation Schedule)

(e) The Supplier's bid and original Price Schedules

(f) *[Add here: **any other documents**]*

1.2 Order of Precedence (Reference GCC Clause 2)

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

1.3 Definitions (Reference GCC Clause 1)

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

Article 2.

Contract Price and Terms of Payment

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

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

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

Effective Date for Determining Time for Operational Acceptance

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

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

(a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;

(b) The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;

(c) The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 12;

(d) *[specify here:* ***any other conditions, for example, opening/confirmation of letter of credit*** *]*.

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

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

Article 4.

Appendixes

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

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. Supplier's Representative

Appendix 2. Adjudicator *[if there is no Adjudicator, state **"not applicable"**]*

Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Price Schedules (if any)

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

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of *[insert:* ***title or other appropriate designation*** *]*

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of *[insert:* ***title or other appropriate designation*** *]*

in the presence of

CONTRACT AGREEMENT

dated the *[insert:* ***number*** *]* day of *[insert:* ***month*** *]*, *[insert:* ***year*** *]*

BETWEEN

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

and

[insert: ***name of Supplier*** *]*, "the Supplier"

Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

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

Title: *[if appropriate, insert:* ***title*** *]*

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

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

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

Appendix 2. Adjudicator

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

Name: *[insert:* ***name*** *]*

Title: *[insert:* ***title*** *]*

Address: *[insert:* ***postal address*** *]*

Telephone: *[insert:* ***telephone*** *]*

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

Hourly Fees: *[insert:* ***hourly fees*** *]*

Reimbursable Expenses: *[list:* ***reimbursables*** *]*

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

Appendix 3. List of Approved Subcontractors

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

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

	Approved Subcontractors	Place of Registration

Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

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

Appendix 5. Custom Materials

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

Custom Materials

Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 18.3, 26.2, and 33.1 (ITB Clauses 30.3, 38.2, and 45.1 in the two-stage SBD).

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: *[DD/MM/YYYY]*

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

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

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

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: **amount(s)**[1] **in figures and words**]*. This remaining guarantee shall expire no later than *[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,[2] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

_____

[Signature(s)]

---

[1] *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[2] *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

6.2 Advance Payment Security Form (Bank Guarantee)

_____

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

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

Date: *[DD/MM/YYYY]*

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

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier**]* (hereinafter called "the Supplier"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: **amount in numbers and words, for each currency of the advance payment**]* is to be made to the Supplier against an advance payment guarantee.

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

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

For each payment after the advance payment, which you will make to the Supplier under this Contract, the maximum amount of this guarantee shall be reduced by the ninth part of such payment.[1] 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)]

---

[1] *This sample formulation assumes an Advance Payment of 10% of the Contract Price excluding Recurrent Costs, and implementation of the main option proposed by this SBD in the SCC for GCC Clause 13.2.2 for gradually reducing the value of the Advance Payment Security. If the Advance Payment is other than 10%, or if the reduction in amount of the security follows a different approach, this paragraph would need to be adjusted and edited accordingly.*

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 Information System*** *]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

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

2. Date of Installation: *[insert:* ***date*** *]*

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

For and on behalf of the Purchaser

Signed:

Date:

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

7.2 Operational Acceptance Certificate

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

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

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

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

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

Dear Sir or Madam:

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

1. Description of the System (or Subsystem or major component): *[insert:* ***description*** *]*

2. Date of Operational Acceptance: *[insert:* ***date*** *]*

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

For and on behalf of the Purchaser

Signed:

Date:

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

8. CHANGE ORDER PROCEDURES AND FORMS

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

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

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

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

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

References to Changes

(1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.

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

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

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

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

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

Annexes

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 System or Subsystem or number of Contract**]*

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

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

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert: **number**]* days of the date of this letter.

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

2. Request for Change No./Rev.: *[insert: **number**]*

3. Originator of Change: *[select **Purchaser / Supplier (by Application for Change Proposal)**, and add: **name of originator**]*

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

5. System (or Subsystem or major component affected by requested Change): *[insert: **description**]*

6. Technical documents and/or drawings for the request of Change:

Document or Drawing No. Description

7. Detailed conditions or special requirements of the requested Change: *[insert:* ***description*** *]*

8. Procedures to be followed:

   (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.

   (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.

   (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.

   (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.

   (e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Purchaser

Signed:

Date:

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

8.2 Change Estimate Proposal Form

(Supplier'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 System or Subsystem and number of Contract**]*

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

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

Dear Sir or Madam:

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

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

2. Request for Change No./Rev.: *[insert: **number**]*

3. Brief Description of Change (including proposed implementation approach): *[insert: **description**]*

4. Schedule Impact of Change (initial estimate): *[insert: **description**]*

5. Initial Cost Estimate for Implementing the Change: *[insert: **initial cost estimate**]*

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

For and on behalf of the Supplier

Signed:

Date:

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

8.3 Estimate Acceptance 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 System or Subsystem and number of Contract**]*

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

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

Dear Sir or Madam:

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

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

2. Request for Change No./Rev.: *[insert: **request number / revision**]*

3. Change Estimate Proposal No./Rev.: *[insert: **proposal number / revision**]*

4. Estimate Acceptance No./Rev.: *[insert: **estimate number / revision**]*

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

6. Other Terms and Conditions:

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

For and on behalf of the Purchaser

Signed:

Date:

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

8.4 Change Proposal Form

(Supplier'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 System or Subsystem and number of Contract**]*

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

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

Dear Sir or Madam:

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

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

2. Change Proposal No./Rev.: *[insert: **proposal number/revision**]*

3. Originator of Change: *[select: **Purchaser / Supplier**; and add: **name**]*

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

5. Reasons for Change: *[insert: **reason**]*

6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: **description**]*

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

Document or Drawing No. Description

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: *[insert: **amount in currencies of Contract**]*, as detailed below in the breakdown of prices, rates, and quantities.

   Total lump sum cost of the Change:

   Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: **amount in days / weeks**]*

10. Effect on the Functional Guarantees: *[insert: **description**]*

11. Effect on the other terms and conditions of the Contract: *[insert: **description**]*

12. Validity of this Proposal: for a period of *[insert**: number**]* days after receipt of this Proposal by the Purchaser

13. Procedures to be followed:

    (a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within *[insert: **number**]* days from your receipt of this Proposal.

    (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

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

8.5 Change Order 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 System or Subsystem and number of Contract*** *]*

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

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

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[insert:* ***number*** *]*, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

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

2. Request for Change No./Rev.: *[insert:* ***request number / revision*** *]*

3. Change Order No./Rev.: *[insert:* ***order number / revision*** *]*

4. Originator of Change: *[select:* ***Purchaser / Supplier****; and add:* ***name*** *]*

5. Authorized Price for the Change:

   Ref. No.: *[insert:* ***number*** *]* Date: *[insert:* ***date*** *]*

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

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

7. Other effects, if any: *[state:* ***"none"*** *or insert* ***description*** *]*

For and on behalf of the Purchaser

Signed:

Date:

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

For and on behalf of the Supplier

Signed:

Date:

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

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:* ***title 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*** *]*