**INFORMATION AND COMMUNICATION**

**TECHNOLOGIES AUTHORITY (ICTA)**

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**BIDDING DOCUMENT (SINGLE-STAGE)**

Issued on: 13 April *2022*

for the

Procurement of

***Turnkey middleware solution for SIM card registration***

**IFB No:** *ICTA-SIM/ONB/APR 2022/01*

**Project:** *Turnkey middleware solution for SIM card registration* **Purchaser:** *Information & Communication Technologies Authority, Mauritius*

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# Invitation for Bids (IFB)

Notes on preparing the Invitation for Bids (IFB) for a single-stage bidding process

The Invitation for Bids (IFB) / Specific Procurement Notice (SPN) shall be advertised English in at least one newspaper of national circulation in Mauritius, through embassies, the Purchaser’s web site and other internationally known electronic portal with free access.

 Notification shall be given in sufficient time to enable prospective bidders to obtain the Bidding Document and prepare and submit their responses.

 Since the IFB uses information from the Bid Data Sheet (BDS), it will be conducive to customize it only when the BDS reaches near-final status. It is critical that the content of the Invitation for Bids be and remain consistent with the BDS. In particular, the dates, times, and place for bid submission and opening, and any requirement for securing the bid (and in case of Bid Security, its amount), in the IFB must be carefully checked to ensure consistency with the BDS. Also, the IFB should list all the qualification criteria required for prospective Bidders to be responsive, as officially specified in the BDS (e.g., minimum financial capacity, the minimum number of other Information Systems installations previously carried out with substantially similar characteristics).

**Invitation for Bids (IFB)**

Issuing date of the (IFB): 13 April 2022

Name of Country: Mauritius

Name of Project: Turnkey middleware solution for SIM card registration

Brief Description of the Information System: The Information and Communication Technologies (Registration of SIM) Regulations 2021 as amended by The Information and Communication Technologies (Registration of SIM) (Amendment) Regulations 2022 aim at controlling the sale and use of SIM cards by defining specific sets of requirements for registering the different categories of SIM card users. For this purpose, a Middleware System to enable the online verification on a real time basis of the subscriber personal details at the time of registering for a SIM card is required.

IFB Number: ICTA-SIM/ONB/APR 2022/01

1. The Information and Communication Technologies Authoritynow invites sealed bids from eligible Bidders for **the Procurement of Turnkey middleware solution for SIM card registration**

2. Bidding will be conducted using the Open advertised bidding (OAB) method and is open to all eligible Bidders that meet the following minimum qualification criteria: The supplier should have experience in the development of webservices as well as their deployment on the corresponding hardware. The supplier should also refer to Section 13 Technical Evaluation Criteria in the Scope of Service of this bidding document.

3. Interested eligible Bidders may obtain further information from the Information & Communication Technologies Authority (ICTA) and may inspect the bidding document from the ICTA website: [www.icta.mu](http://www.icta.mu). A pre-bid meeting which potential bidders may attend will be held on Monday 2 May 2022. Questions relating to this pre-bid meeting should be sent on ctc@icta.mu at latest by 14 00 hrs on Monday 25 April 2022.

4. A complete set of bidding documents in English may be downloaded from the ICT Authority’s website: [www.icta.mu](http://www.icta.mu), by interested bidders.

5. Bids must be delivered or deposited in the Tender Box located at the following address: ***ICTA Reception, Level 12, The Celicourt, 6 Sir Celicourt Antelme Street, Port Louis, Mauritius, on or before*** **14 00hrs on** 16 May 2022. Late bids will be rejected. Bids will be opened in the presence of Bidders’ representatives who choose to attend, in the ICTA Boardroom at the above address **at 14 15hrs on** 16 May 2022*.* Due to Covid-19 restrictions, ICT Authority will allow only one representative per bidder.

6. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which can result in ineligibility to be awarded public contracts.

 Name of Office: Information & Communication Technologies Authority

Name of officer: Officer in Charge

 Postal Address: Level 12, The Celicourt, 6 Sir Celicourt Antelme Street, Port Louis, Mauritius.

 Telephone number: (230) 211 5333.

Facsimile number: (230) 211 9444, e-mail address: ctc@icta.mu

# Section I. Instructions to Bidders (ITB)

(Single-Stage Bidding)

Notes on the Instructions to Bidders (ITB) for a single-stage bidding process

 This section of the Bidding Document provides the information necessary for Bidders to prepare and submit responsive bids that meet the Purchaser’s requirements. The ITB describes the critical steps of bid submission, opening and evaluation, and the award of contract.

 The ITB is to be used unchanged. Section II, which consists of the Bid Data Sheet (BDS), is designed to include provisions that supplement or specify additional information beyond that included in the ITB. This information is specific to each procurement and must be filled in completely by the Purchaser.

 Matters governing the performance of the Supplier, payments under the Contract, and the risks, rights, and obligations of the parties under the Contract during actual performance are not included in the ITB, but rather are covered in the General Conditions of Contract (Section III) and/or the Special Conditions of Contract (Section IV). Different sections of the Bidding Document should not overlap or duplicate the coverage of a particular topic, to avoid creating ambiguity and/or contradictions.

 The ITB and BDS do not form part of the final Contract.

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**Instructions to Bidders**

A. General

|  |  |
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| 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. Public Entities Related to Bidding Documents and to Challenge and Appeal | 2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity(Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).  |
|  | 2.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel. |
|  | 2.3 Challenges and applications for review shall be forwarded to the addresses indicated **in the BDS**; |
| 3. Fraud and Corruption | 3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance to this policy:(a) defines, for the purposes of this provision, the terms set forth below as follows:(i) “corrupt practice”[[1]](#footnote-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]](#footnote-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]](#footnote-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]](#footnote-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 Purchaser’s inspection and audit rights provided for under sub-clause 3.1 (d) 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 sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Public contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive orobstructive practices in competing for, or in executing, a public contract; and (d) will have the right to require that a provision be included in bidding documents and in contracts, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Purchaser 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 © (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. |
|  | 3.5 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [*ppo.govmu*](http://ppo.govmu.org/).org.3.6 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies)and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected. |
| 4. Eligible Bidders | 4.1 Subject to ITB 4.5, a Bidder and all parties constituting the Bidder, may have the nationality of any country, except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. 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 Mauritius, unless it can establish that it (i) is legally and financially autonomous and (ii) operates under commercial law. No dependent agency of the Purchaser shall be permitted to bid. |
|  | 4.4 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.  (b)Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.Links for checking the ineligibility lists are available on the PPO’s website: *ppo.govmu.org.* |
|  | 4.5 A firm shall be excluded if 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, Mauritius prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country. |
|  | 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.  |
|  | 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 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 Mauritius 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 Mauritius, the Bidder is or will be (if awarded the Contract) represented by an Agent in Mauritius 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  | 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

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| 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 General Conditions of Contract (GCC)Section IV Special Conditions of Contract (SCC)Section V Technical Requirements (including Implementation Schedule)Section VI Sample Forms9.2 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 within 7 days prior to the deadline for submission bids to any request for clarification or modification of the Bidding Documents that it receives no later than 14 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

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| 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 English. 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.12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation. |
| 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 EligibilityIn 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 QualificationsDocumentary 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 ServicesDocuments 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 DocumentsDocumentary 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 SubcontractorsA 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 VI (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 VI 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 VI 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 V, 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 (a) Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire system on a “single responsibility” basis such that the total bid price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, including procurement and subcontracting (if any), delivery, transportation on the project sites, installation and completion of the system. This includes all requirements under the Supplier’s responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items. (b) Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. (c) Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules in Section VI.  |
|  | 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 Mauritius 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 Mauritius 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 Mauritius) in Mauritian Rupees. |
| 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 VI 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) be in the form of a bank/insurance guarantee from a banking institution or Insurance Company;(b) be issued by a reputable overseas institution located in any eligible country or any commercial bank/insurance company operating in Mauritius selected by the Bidder and; if the institution issuing the security is located outside Mauritius, it shall have a correspondent financial institution located in Mauritius 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) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;(c) the unsuccessful Bidders at the same time as in (b), 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) if a bidder has refused to accept a correction of an error appearing on the face of the bid;(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* 1. 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
	2. 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 Bidder may bedisqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO**.** |
| 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, **as specified in the BDS**. 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

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| 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 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 **if so provided for in the BDS**, 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

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| 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: where*C* = Evaluated Bid Price*C low* = the lowest of all Evaluated Bid Prices among responsive bids*T* = the total Technical Score awarded to the bid*Thigh* = the Technical Score achieved by the bid that was scored 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: where:*tji* = the technical score for feature “i” in category “j”*wji* = the weight of feature “i” in category “j”*k* = the number of scored features in category “j”and  (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:where:*Sj* = the Category Technical Score of category “j”*Wj* = the weight of category “j” as **specified in the BDS***n* = the number of categories and   |
|  | 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 Mauritius, 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: where*N* = number of years of the Warranty Period, defined in SCC Clause 29.4*M* = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii) *x* = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.*Rx* = total Recurrent Costs for year “*x*,” as recorded in the Recurrent Cost Sub-Table.*I* = discount rate to be used for the Net Present Value calculation, as **specified in the BDS.** |
| 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

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| 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 Following the identification of the selected bidder, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to the notification of the intention to award the contract as referred to in section 40 of the Act, and prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder, in writing, by a Letter of Acceptance 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 Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal *([publicprocurement.govmu](http://publicprocurement.gov.mu)*.org*)* and the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information: name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded. |
|  | 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). |
| 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. |
| 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 |
| 39. Debriefing | 39.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended. |
|  |  |

# 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

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| ITB 1.1 | Name of Purchaser: **Information and Communication Technologies Authority** Description of the System for which bids are invited: The Information and Communication Technologies (Registration of SIM) Regulations 2021 as amended by The Information and Communication Technologies (Registration of SIM) (Amendment) Regulations 2022 aim at controlling the sale and use of SIM cards by defining specific sets of requirements for registering the different categories of SIM card users. For this purpose, a Middleware System to enable the online verification on a real time basis of the subscriber personal details at the time of registering for a SIM card is required. |
| ITB 1.2 | Title of IFB: **Turnkey middleware solution for SIM card registration**Number of IFB: ICTA-SIM/ONB/APR 2022/01Name of resulting Contract(s): **Turnkey middleware solution for SIM card registration** |
| ITB 1.4 | Alternative e-Tendering procedures ***are not***available in this procurement. |
| ITB 2.3 | (a) Challenges shall be addressed to: **The Executive Director,****Information & Communication Technologies Authority****Level 12, The Celicourt – 6, Sir Celicourt Antelme Street,** **Port-Louis****Mauritius****Tel: +(230) 211 5333****Fax: +(230) 211 9444** **Email : ctc@icta.mu** (b) Application for Review shall be addressed to:**The Chairman****Independent Review Panel,****5th Floor, Belmont House****Intendance Street,****Port Louis, Mauritius.****Tel: 260 2228** **Email: irp@govmu.org** |
| ITB 4.1 | **Bidding is open to local bidders.**  |
| ITB 6.1 (a) | Qualification requirements for Bidders are: as per Section V. Technical Requirements: No. 13, Technical Evaluation Criteria on page 156 of this bidding document. |
| ITB 6.1 (b) | Manufacturer's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures - are required for the following types/categories: “none”. |
| ITB 6.1 (c) | If the Bidder proposes to use Subcontractors for the provision of certain key services, written agreements by the proposed firms to provide these services in case of contract(s) resulting from this bidding are required for the following types/categories of services:“list of applicable key services”**Note:** Examples of key services which are often subcontracted and which the Purchaser should consider listing in this clause are software customization, training, and particularly hardware warranty and post-warranty maintenance services. |

B. The Bidding Documents

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| ITB 10.1 | Purchaser’s / duly authorized Purchasing Agent’s address: **The Executive Director,****Information & Communication Technologies Authority****Level 12, The Celicourt – 6, Sir Celicourt Antelme Street,** **Port-Louis****Mauritius****Tel: +(230) 211 5333****Fax: +(230) 211 9444****Email : info @icta.mu**  |
| ITB 10.2 | A pre-bid meeting which potential bidders may attend will be held on 2 May 2022. Questions relating to this pre-bid meeting should besent on ctc@icta.mu at latest by 14 00hrs on 25 April 2022. |

C. Preparation of Bids

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| ITB 14.1 | *Depending on whether recurrent cost items are required or not, state the following:* Recurrent cost items are ***not***required. |
| ITB 14.5 | Normally, don’t include a BDS provision for this Clause. **Supplier should specify total price inclusive of all other costs.** |
| ITB 14.7 | Prices quoted by the Bidder shall be fixed. |
| 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 Mauritius), 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: Mauritian Rupees. |
| ITB 16.2 (c) | In addition to the topics described in ITB Clause 16.2 (c), the Preliminary Project Plan must address the following topics: none  |
| 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: none. |
| ITB 17.1 | Bids need to be secured ***by a Bid-Securing Declaration.*** |
| ITB 17.7 | If the Bidder incurs any of the actions prescribed in ITB Clause 17.7 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of *2* years. |
| ITB 18.1 | The bid validity period shall be 120days after the deadline for bid submission, as specified below in reference to ITB Clause 21. Accordingly, each bid shall be valid up to 8 September 2022 |
| ITB 19.1 | Required number of bid copies, besides the original: One hard copy and one soft copy (pen drive or CD) in sealed envelope to be deposited in the tender box as specified at the above address.  |
| ITB 19.2 | *(b (b)This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.**The name and position held by each person signing the authorization must be typed or printed below the signature*. |

D. Submission of Bids

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| ITB 20.2 (a)  | The address for bid submission is: **The Chairman Tender Committee** **Information & Communication Technologies Authority****Level 12, The Celicourt****6, Sir Celicourt Antelme Street,** **Port-Louis****Mauritius** |
| ITB 21.1 | Deadline for bid submission is: **16 May 2022 at 14 00 hrs** |

E. Bid Opening and Evaluation

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| ITB 24.1 | Time, date, and place for bid opening are: **16 May 2022 at 14 15 hrs****Note:** The date for the bid opening should be the same as specified for the bid submission deadline, and the time should be shortly thereafter, to minimize possible complaints regarding insecure storage. If the address for bid submission and the place of bid opening are not the same, adequate time between bid submission deadline and bid opening times should be allowed, to accommodate physically moving the bids from one site to the other. However, this delay must be kept to a minimum and reflect only the requirements of logistics, say, no more than two hours. |
| ITB 27.1 | The currency chosen for the purpose of converting to a common currency is: ***Not Applicable*** |
| ITB 28.1 | Bids for Subsystems, lots, or slices of the overall Information System will notbe accepted. **Note:** Keeping a single bid package obviously simplifies the evaluation and maintains clearer overall system implementation and warranty responsibilities. However, there may well be practical reasons to break a specific procurement package into parts that can be bid individually. If, therefore, bids will be accepted for one or more individual Subsystems, lots, or slices of the total Information System, include here the title of each Subsystem, lot, or slice for which bids can be submitted, as well as proper cross references to the Technical Requirements where a description of each Subsystem, lot, or slice can be found. Any other criterion that may affect award of more than one Subsystem, lot, or slice should also be specified here. Discounts for the award of multiple Subsystems, lots, or slices will not be considered in bid evaluation. **Note:** Discounts for the award of multiple Subsystems, lots, or slices should be avoided when the evaluation is carried out taking into account technical factors, because otherwise the difficulty in establishing bid rankings per each individual Subsystem, lot, or slice, and the determination of awards, may become unmanageable. |
| ITB 28.4 | The bid evaluation will take into account technical factors in addition to cost factors. |
| ITB 28.5 | The technical/quality evaluation parameters and scoring scheme can be found in ***the Technical Requirement Section of this Bidding Document.*** |
| 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. |
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F. Post qualification and Award of Contract

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| ITB 31.2 | As additional post qualification measures, the Information System (or components/parts of it) offered by the Lowest Evaluated Bidder may be subjected to the following tests and performance benchmarks prior to Contract award: ***Refer to Technical Evaluation Criteria in the Technical Requirement Section.*** |
| ITB 33.1 | Percentage for quantity increase or decrease: 15% percent.**Note:** The percentage of increase or decrease for hardware, software and similar components should normally not exceed 15 to 20 percent for each item and in the aggregate. If the System contains a number of virtually identical Subsystems, a specific percentage should be given, allowing a reasonable increase or decrease in the number of Subsystems to be contracted for at the time of Contract award. |
| ITB 38.1 | The proposed Adjudicator is: ICTA Legal Advisor |

# Section III. General Conditions of Contract

## 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.

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**General Conditions of Contract**

A. Contract and Interpretation

|  |  |
| --- | --- |
| 1. Definitions | 1.1 In this Contract, the following terms shall be interpreted as indicated below. |
|  | (a) contract elements(i) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.(ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).(iii) “Contract Agreement” means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample 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) “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).  |
|  | (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 **Republic of Mauritius**(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 **as defined in the SCC.**(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 Mauritius.(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 English and the Contract shall be construed and interpreted in accordance with that language.3.1.2 If any of the Contract Documents or related correspondence is prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.3.2 Singular and PluralThe singular shall include the plural and the plural the singular, except where the context otherwise requires.3.3 HeadingsThe headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.3.4 PersonsWords importing persons or parties shall include firms, corporations, and government entities.3.5 IncotermsUnless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the 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 AgreementThe Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.3.7 AmendmentNo amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.3.8 Independent SupplierThe Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.3.9 Joint VentureIf the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.3.10 Nonwaiver3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.3.10.2 Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.3.11 SeverabilityIf any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.3.12 Country of Origin “Origin” means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different. |
| 4. Notices | 4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile or electronic mail with the following provisions. |
|  | 4.1.1 Any notice sent by facsimile or electronic mail shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.4.1.3 Any notice delivered personally or sent by facsimile or electronic mail shall be deemed to have been delivered on the date of its dispatch.4.1.4 Either party may change its postal, facsimile, electronic mail, 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 Mauritius. |
| 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 Arbitration6.2.1 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

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| 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 Mauritius 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 Mauritius, 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 Purchaser and/or persons appointed by the Purchaser 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 Purchaser if required by the Purchaser. 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 Purchaser’s inspection and audit rights provided for under Sub-Clause 9.8 constitute a prohibited practice subject to contract termination.  |
|  | 9.9 Other Supplier responsibilities, if any, are as **stated in the SCC.**9.10 The Supplier shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.Transgression of the above is a serious offence and appropriate actions will be taken against such supplier. |
| 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

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| 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 21 working 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 Mauritian Rupees, 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 Mauritius 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.  |
| 13. Securities | 13.1 Issuance of SecuritiesThe Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below. |
|  | 13.2 Advance Payment Security13.2.1 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 Security13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC.**13.3.2 The security shall be a bank/insurance 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 Mauritius, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Mauritius. Any duties, such as importation or customs duties, and taxes and other levies, payable in Mauritius for the supply of Goods and Services from outside Mauritius are the responsibility of the Supplier on the basis of DDP and have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule.  |
|  | 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 Mauritius, 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 Mauritius, 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 Mauritius (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

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| 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 Republic of Mauritius (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

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| 18. Representatives | 18.1 Project ManagerIf the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. 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 Representative18.2.1 If the Supplier’s Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier’s Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier’s Representative. If the Purchaser does not object to the appointment within fourteen (14) days, the Supplier’s Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.18.2.2 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 Removals18.3.1 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may have behaved inappropriately, be incompetent, or be negligent. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement. |
| 19. Project Plan | 19.1 In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier’s bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.  |
|  | 19.2 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 Drawings21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice. |
|  | The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.21.2 Codes and StandardsWherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply 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 Manager21.3.1 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 Transportation22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Purchaser’s instructions to the Supplier.* + 1. The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules.
		2. Unless otherwise **specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

22.5 Unless otherwise **specified in the SCC,** the Supplier will provide the Purchaser with shipping and other documents, as specified below:22.5.1 For Goods supplied from outside Mauritius: Upon shipment, the Supplier shall notify the Purchaser and the insurance company contracted by the Supplier to provide cargo insurance by facsimile or electronic mail 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 Mauritius and at the site.22.5.2 For Goods supplied locally (i.e., from within Mauritius):Upon shipment, the Supplier shall notify the Purchaser by facsimile, electronic or mail 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. |
| 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 Mauritius, 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 Mauritius, 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 Mauritius, 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 Mauritius 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 Commissioning27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier: (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or (b) as otherwise specified in the Technical Requirement or the Agreed 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 Tests27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Purchaser (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] 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 Acceptance27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when(a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed 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 Acceptance27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Purchaser or Supplier.  |

F. Guarantees and Liabilities

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| 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

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| 34. Transfer of Ownership | 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Purchaser at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.  |
|  | 34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.34.3 Ownership of the Supplier’s Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors. |
| 35. Care of the System | 35.1 The Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.35.2 If any loss or damage occurs to the System or any part of the System by reason of:(a) (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;(b) any use not in accordance with the Contract, by the Purchaser or any third party;(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1. 35.3 The Purchaser shall be liable for any loss of or damage to any Supplier’s Equipment which the Purchaser has authorized to locate within the Purchaser's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors. |
| 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification | 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Republic of Mauritius.36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Purchaser, its contractors, employees, officers, or agents. |
|  | 36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.36.4 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Purchaser, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier. |
|  | 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser may at its own expense and in the Supplier’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Purchaser fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Purchaser has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Purchaser’s request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser for all reasonable expenses incurred in so doing. |
|  | 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party’s liabilities shall be correspondingly reduced. |
| 37. Insurances | 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval. |
|  | (a) Cargo Insurance During Transportas applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.(b) Installation “All Risks” Insuranceas applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.(c) Third-Party Liability InsuranceOn terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Purchaser’s personnel) and loss of or damage to property (including the Purchaser’s property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.(d) Automobile Liability InsuranceIn accordance with the statutory requirements prevailing in Mauritius, 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

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| 39. Changes to the System | 39.1 Introducing a Change39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Purchaser shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract. |
|  | A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades). |
|  | 39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms Section in the Bidding Documents.39.1.5 Moreover, the Purchaser and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.39.2 Changes Originating from Purchaser39.2.1 If the Purchaser proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:(a) brief description of the Change;(b) impact on the Time for Achieving Operational Acceptance;(c) detailed estimated cost of the Change;(d) effect on Functional Guarantees (if any);(e) effect on any other provisions of the Contract.39.2.2 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager 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 SupplierIf the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Purchaser choose not to proceed or the Purchaser and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Purchaser and the Supplier to the contrary. |
| 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 Default41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:(a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;(b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or(c) if the Supplier, in the judgment of the Purchaser, has engaged in 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”[[5]](#footnote-5) 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”[[6]](#footnote-6) 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”[[7]](#footnote-7) 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”[[8]](#footnote-8) 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 an 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 Puchaser’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 Operational Acceptance as extended;then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to GCC Clause 41.2.3 (d) below;(c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;(e) deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.41.2.4 The Purchaser may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier’s Equipment will be returned to the Supplier at or near the site and shall return such Supplier’s Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.41.2.6 If the Purchaser completes the System, the cost of completing the System by the Purchaser shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.41.3 Termination by Supplier41.3.1 If:(a) the Purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Purchaser that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier’s notice; or(b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser’s failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;then the Supplier may give a notice to the Purchaser of such events, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);(c) remove all Supplier’s Equipment from the site and repatriate the Supplier’s and its Subcontractor’s personnel from the site.(d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;(ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;(iii) to the extent legally possible, deliver to the Purchaser all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Supplier all payments specified in GCC Clause 41.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.41.5 In this GCC Clause 41, in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.** |
| 42. Assignment | 42.l Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract. |
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# Section IV. Special Conditions of Contract (SCC)

## Notes on preparing the Special Conditions of Contract (SCC)

 The SCC are analogous to the Bid Data Sheet (BDS) in that they are used to specify in one place all the important information, deletions, changes, and additions relating to a standard part of the Bidding Documents necessary to provide proper contractual coverage for a particular Information System (System). In this instance, the deletions, changes, and additions relate to the General Conditions of Contract (GCC). Users should avoid in general, however, introducing major changes to the GCC. The standard GCC provisions provide a balanced framework within which a System can be supplied and installed that is fair to both the Purchaser and the successful Bidder. Major changes can upset this balance and therefore will require the clearance of the PPO.

 As for the BDS, illustrative sample text and explanatory notes are provided for each Special Condition to assist the Purchaser in preparing more appropriate and focused SCC. Much of the sample text may be adopted directly. The Purchaser may have to modify or expand the suggested text, however, to accommodate the specific circumstances of the Purchaser, Mauritius and/or the System the Purchaser wishes to procure. In particular, the Purchaser must ensure that the SCC clearly and completely specify:

(a) all the Contract-specific information that the GCC explicitly state will be specified in the SCC (e.g., governing law and language, names of the Purchaser and the Supplier, currency(ies) of payment);

(b) any modifications to the GCC that are required so that the Contract fits the specific circumstances of the System (e.g., details of the operational acceptance tests that will be carried out or the specific nature of any maintenance service obligations that the Supplier will have to carry out);

(c) any GCC clause, sub-clause that is non-applicable and should be deleted; and

(d) any additional Contract conditions called for by the specific nature of the procurement and the risks associated with it, which are not adequately covered by the standard GCC.

 Since the SCC complete, complement, and extend the GCC, the structure of the SCC presented here is designed to mirror that of the GCC themselves. For ease of use, most, if not all SCC clauses should be explicitly linked to specific standard GCC clauses and sub-clauses and be presented in the same sequence. The Purchaser should take great care to maintain and verify the accuracy of all cross references used linking the two sections. Also, in preparing the SCC, the Purchaser should avoid at all costs introducing duplications and/or contradictions between the SCC and the GCC. When such contradictions occur, the SCC prevail over the GCC, but in the process they create ambiguity and confusion that can undermine the Purchaser’s ability to exercise its rights under the Contract. In addition to maintaining the harmony between the SCC and the GCC, the Purchaser should also ensure that the Technical Requirements (and the Implementation Schedule that is part of the Technical Requirements) and the SCC remain internally consistent.

 These SBD are written so that a single Contract can cover, if needed, all the supply and service responsibilities potentially required throughout the life-cycle of a typical Information System, including:

(a) The period covering the supply, Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance of the System;

(b) The Warranty Period, following Operational Acceptance, during which the System is in use and the Supplier remains liable for the repair of any defects that are discovered in the System, and to provide any other Services specified in these SCC; and

(c) The Post-Warranty Services Period, during which the Supplier is obligated to provide those Goods and Services that were: (i) identified in the Recurrent Cost Sub-Table and (ii) specified in Clause 7.3 of the SCC as obligations of the Supplier. These obligations may include, for example: providing software licenses annually, emergency repair and other technical support, hardware and software maintenance, etc.

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**Special Conditions of Contract**

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

**Note:** The following are sample clauses. The Purchaser must complete, modify, add, or delete the following sample SCC clauses as appropriate. If a GCC clause is not applicable to the specific procurement, then add a clause to the SCC stating that the specific GCC clause is deleted. Also, whenever the GCC does not cover an important contractual matter, then add a suitable clause or clauses, in the most appropriate place in the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause 1)

|  |  |
| --- | --- |
| GCC 1.1 (b) (i) | The Purchaser is: Information & Communication Technologies Authority |
| GCC 1.1 (b) (ii) | The Project Manager is: **Mr Trilok Dabeesing****Note:** If the Project Manager is not named in time for the preparation of the Bidding Documents, he/she must be named within fourteen days of the Effective Date as specified in Article 3 of the Contract Agreement, see also GCC Clause 18.1. |
| GCC 1.1 (e) (i) | The Purchaser’s Country is: Mauritius |
| GCC 1.1 (e) (iii) | The Project Site(s) is “as specified in the Implementation Schedule in the Technical Requirements Section” . |
| 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 “as specified in the Implementation Schedule in the Technical Requirements Section” . |
| GCC 1.1. (e) (xii) | The Post-Warranty Services Period is “as specified in the Implementation Schedule in the Technical Requirements Section” . |

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: **Information & Communication Technologies Authority****Level 12, The Celicourt – 6, Sir Celicourt Antelme Street,** **Port-Louis****Mauritius****Tel: +(230) 211 5333****Fax: +(230) 211 9444** **Email : ctc@icta.mu** Fallback address of the Purchaser:**The Executive Director,****Information & Communication Technologies Authority****Level 12, The Celicourt – 6, Sir Celicourt Antelme Street,** **Port-Louis****Mauritius****Tel: +(230) 211 5333****Fax: +(230) 211 9444** **Email : ctc@icta.mu**  |

5. Governing Law (GCC Clause 5)

|  |  |
| --- | --- |
| GCC 5.1 | The Contract shall be interpreted in accordance with the laws of: Mauritius |

6. Settlement of Disputes (GCC Clause 6)

|  |  |
| --- | --- |
| GCC 6.1.4 | The Appointing Authority for the Adjudicator is: **ICT Authority** |
| GCC 6.2.3 | *If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision:[public body to choose as appropriate].* *(a)*Arbitration as per the Laws of Mauritius as defined hereunder for national of Mauritius;  *If the Supplier is a national of* Mauritius*, the Contract shall contain the following provision:* Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Mauritius.  |

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:the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail. |

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

|  |  |
| --- | --- |
| GCC 8.1 | The Supplier shall commence work on the System within: five working days from the Effective Date of the Contract. |
| GCC 8.2 | Operational Acceptance will occur on or before: Operational Acceptance date consistent with the Implementation Schedule in the Technical Requirements Section. |

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) | Adjustments to the Contract Price shall be as follows: “none”  |

12. Terms of Payment (GCC Clause 12)

|  |  |
| --- | --- |
| GCC 12.1 | Payment Terms as specified in the Technical Requirement Schedule of this Bidding Document.  |
| GCC 12.3 | The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of: **Not Applicable** |
| GCC 12.4 | For Goods and Services supplied locally, the Purchaser will pay the Supplier in Mauritian Rupee.**Note:** The specified currency, usually the currency of Mauritius, must be the same as that stated in the Bid Data Sheet for locally supplied Goods and Services. In cases where local regulations require payment for local costs in the local currency but where this currency is subject to inflation, the Purchaser may wish to allow Bidders to quote and invoice for these costs in another currency. In those cases, the method of conversion into local currency must be specified as follows: |
| GCC 12.5 | Payment for Goods supplied from outside Mauritius shall be in the form of: Not Applicable |

13. Securities (GCC Clause 13)

|  |  |
| --- | --- |
| GCC 13.2.1 | The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above: *Not Applicable* |
| GCC 13.2.2 | The reduction in value and expiration of the Advance Payment Security are calculated as follows: *Not Applicable* |
| GCC 13.3.1 | The Performance Security shall be denominated in Mauritian Rupeefor an amount equal to ten (8%)percent of the Contract Price.  |
| GCC 13.3.4 | During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to one (1%)percent of the Contract Price, excluding any Recurrent Costs. |

14. Taxes and Duties (GCC Clause 14)

|  |  |
| --- | --- |
| GCC 14 | necessary and appropriate clauses, 14.2 |

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: **Please refer to section 8 – Source Code page 154 of this document** |
| 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: **Please refer to section 8 – Source Code page 154 of this document**  |
| GCC 15.5 | No software escrow contract is required for the execution of the Contract.  |

16. Software License Agreements (GCC Clause 16)

|  |  |
| --- | --- |
| GCC 16.1 (a) (iii) | The Standard Software license shall be valid: throughout the territory of the Republic of Mauritius. |
| GCC 16.1 (a) (iv) | Use of the software shall be subject to the following additional restrictions: **Please refer to section 8 – Source Code page 154 of this document** |
| 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.  |
| GCC 16.1 (b) (vi) | The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense*)* toother necessary and appropriate support entities and terms, subject to the same restrictions set forth in this Contract. |
| GCC 16.1 (b) (vii) | In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by the InfoHighway team and the three mobile operators team subject to the same restrictions as are set forth in this Contract. |
| GCC 16.2 | The Supplier’s right to audit the Standard Software will be subject to the following terms:  the Purchaser will allow, under a pre-specified procedure, execution of embedded software functions under Supplier’s control, and unencumbered transmission of resulting information on software usage. |

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 five years. |

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 no additional powers or limitations to his authority to represent the Purchaser in matters relating to the Contract. |
| GCC 18.2.2 | The Supplier’s Representative shall have no additional powers or limitationsto his or her authority to represent the Supplier in matters relating to the Contract.  |

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 (if applicable)(h) Technical Support Plan (if applicable)(i) etc.Further details regarding the required contents of each of the above chapters are contained in Section V Technical Requirements under the following sub sections: 5. Scope of Work 6. Project deliverables7. System Testing |
| GCC 19.2 | Please refer to Section V Technical Requirements under the following sub section: 6. Project deliverables |
| GCC 19.5 | Please refer to Section V Technical Requirements under the following sub section: 6. Project deliverables |

20. Subcontracting (GCC Clause 20)

|  |  |
| --- | --- |
| GCC 20 | There are no Special Conditions of Contract applicable to GCC Clause 20. |

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 following documents as per Section V Technical Requirements subsection 6. Project deliverables 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 22.4.3 | The Supplier shall be free to use transportation through carriers registered in any eligible country andshallobtain insurance from any eligible source country. |
| GCC 22.5 | **This Clause is not applicable.** |

23. Product Upgrades (GCC Clause 23)

|  |  |
| --- | --- |
| GCC 23.4 | The Supplier shall provide the Purchaser with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC.  |

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

|  |  |
| --- | --- |
| GCC 24 | Please refer to Section V Technical Requirements under the following sub section: 6. Project deliverables |

25. Inspections and Tests (GCC Clause 25)

|  |  |
| --- | --- |
| GCC 25 | Please refer to Section V Technical Requirements under the following sub section: 6. Project deliverables  |

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 | Please refer to Section V Technical Requirements under the following sub section: 6. Project deliverables |
| GCC 27.2.2 | If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within no more than sixty (60)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, or relevant part of the Contract Price if the liquidated damages apply to a Subsystem.  |
| GCC 28.3 | Liquidated damages shall be assessed only with respect to achieving Operational Acceptance. |

29. Defect Liability (GCC Clause 29)

|  |  |
| --- | --- |
| GCC 29.1 | For Software, exceptions or limitations to the Supplier’s warranty obligations shall be as follows: None |
| GCC 29.3 (iii) | The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: No specific minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market. |
| GCC 29.4 | The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for twelve (12) months. |
| GCC 29.10 | During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within one (1) day 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 | 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) | Not applicable |
| GCC 37.1 (e) | There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).  |

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)

|  |  |
| --- | --- |
| GCC 39 | There are no Special Conditions of Contract applicable to 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 V. Technical Requirements (including Implementation Schedule)

**Technical Requirements**

**1. Introduction**

The ICT Authority is the national ICT regulatory body in Mauritius. In line with section 18 (j) of the ICT Act of Mauritius, one of the functions of the Authority is to regulate the registration of SIM cards. For this purpose, in December 2021, a SIM card regulation was gazetted to detail out the new operational framework required for SIM card registration. These regulations were amended in April 2022 to further finetune the required operational framework. These regulations aim at controlling the sale and use of SIM cards by defining specific sets of requirements for registering the different categories of SIM card users. The categories of SIM card users covered include citizens of Mauritius, children, tourists and foreigners on a work or residence permit. The SIM card users’ information which are proposed to be recorded by the operators are expected to better assist law enforcement agencies in identifying persons making use of mobile phones for illicit purposes. The procedures therein also aim at ensuring that SIM cards used by tourists have a predefined lifetime and do not find their way to criminals after the departure of the tourists.

**2. Purpose of RFP**

The purpose of this Request for Proposal (RFP) is to provide bidders with the technical requirements for the preparation and submission of bids towards the supply, installation, implementation, customisation, interfacing, training and support services for a turn-key solution for the operational framework to properly enforce the Regulation at Annex I.

**3. Middleware system**

The main purpose of the Middleware System of the overall operational framework is to enable the online verification on a real time basis of the subscriber personal details at the time of registering for a SIM card. This, in turn, implies the setting up of a secured network which will connect the InfoHighway with the three mobile operators SIM card registration software via a Middleware System managed by the ICT Authority.

The InfoHighway project (https://ih.govmu.org) is a Government of Mauritius sponsored project which aims at promoting data exchange between government agencies. Data available in the various government agencies (referred to as Publishers) who wish to share their data, can be made available to other government agencies (referred to as Subscribers) who will consume the data. In this case, the only subscriber for the InfoHighway will be the ICT Authority Middleware System which, in turn, will be connected to each of the three mobile operators SIM card registration software.

The InfoHighway databases of interest for this Project are:

CPD: National ID of Mauritian residents and their corresponding name, marital status, gender, Address, photograph.

PIO: Passport details for both Mauritian citizens and foreigners visiting Mauritius

The Middleware System will be hosted within the Government Online Centre (GOC) network and will need to be managed by the ICT Authority via a web based front end which will provide a dashboard so that:

* ICTA staff is able to access the management interface for the Middleware System.
* ICTA Staff is able to download the logs therein and generate customised reports as and when required.

The Middleware System will need to accept REST based requests from the three operators and submit same in SOAP format to InfoHighway. The Middleware System will then consume the SOAP web services already available from the InfoHighway and convert same in REST format for onwards transmission back to the operators. There will be eight webservices from InfoHighway to choose from. The eight scenarios/webservices are detailed in Annex II for the different operators to choose from for both:

* new SIM card registration by subscribers
* Re-registration of subscribers already having a registered SIM card

Presently, the three mobile operators have a total of around 5500 agents which, in turn, implies the simultaneous processing of 5500 requests which the Middleware System must be able to handle. Moreover, as subscribers will also have the possibility of direct online registration/re registration, the total maximum simultaneous requests which the Middleware system should be able to handle should be around 10,000.

It is to be noted that these agents will not connect directly to the Middleware system via the Internet. Instead, each agent request will be made to its respective operator’s server which will then interact with the Middleware System. In other words, the Middleware system should only allow connection with the set of IP addresses originating from these servers from an access control security standpoint.

The hardware requirements of the Middleware System are detailed out at Annex 4.

**4. Business Requirement Specifications**

The detailed Functional Requirements Specification (FRS) is provided in Annex II of this document. They describe the main features expected of the new system. All the requirements in terms of the different scenarios and workflows listed in Annex II will have to be met by the bidder.

The successful bidder shall, before starting the implementation of the solution, prepare a detailed Business and Software Requirement Specifications (BSRS) document based on the functional requirements specified in the FRS document and its own assessment from the business functions, and also in consultation with the ICT Authority.

The successful bidder will need to obtain a final sign-off from the Authority on the requirements gathered before proceeding with the design and development of the solution.

It must be noted that:

The requirements and specifications provided as part of this RFP are intended to describe salient aspects of the bidder’s scope of work and provide sufficient understanding to the bidders for preparing proposals and should not be considered as exhaustive. The proposed solution will have to be detailed further as part of BSRS preparation.

Certain changes in the ecosystem might take place due to new directives from Government and the new SIM card registration processes adopted by each of the three operators. Thus, the bidder should consider those changes (if any) as a future requirement and may bill the Authority separately as a change request.

In addition, to Annex II, bidders should also consider the Information Security Requirements in Annexure III when designing the solution for the Authority.

**5. Scope of Work**

The bidder will be required to implement the Authority’s the Middleware System with workable technology solutions right-sized for the needs of the Authority and all stakeholders which include the three mobile operators and the InfoHighway.

The project work shall include the following:

* Supply and installation of the middleware to carry out the functions as described in Annex II.
* Supply, setup, configuration, installation and commissioning of all required hardware, software, network devices and other required components for an end to end solution. For this component, direct interaction with the Government Online Center (GOC) is necessary as the Middleware System will be hosted at the GOC as described in Annex IV.
* Supply, installation and configuration of all support software such as Operating systems, Backup, Antivirus software, adequate information security measures, etc.
* The needs of all stakeholders intending to use the system should be covered by the solution.
* Obtain primary understanding of the processes from the Authority and the InfoHighway team for implementation of the solution. For details on the subscriber SIM registration processes by the three mobile operators, direct interaction with each one of them will be necessary.
* Conduct tests (hardware, software UAT etc.) as per the test plans proposed by the bidder and appropriately carry out the measures to meet with the set standards.
* Conduct any vulnerability assessment and perform any remediation required.
* Conduct training for identified group of end-users via a train-the-trainer approach for training using various mediums of communications and training tools.
* Prepare detailed training manuals / presentations containing appropriate flowcharts etc. for end user training.
* Prepare all operating manuals, user manuals, system manuals, IT security manuals etc. as required.
* Provide five-year post implementation support.
* Bidder shall provide a Low-level Architecture Diagram (LLD) showing how Middleware System will interact with the InfoHighway and the three operators SIM registration software.

**6. Project deliverables**

**6.1 Project Management Plan**

Bidders will need to submit:

• A detailed project plan specifying the applicable project Deliverables; and

• A detailed project schedule identifying all tasks, subtasks, milestones, interdependencies, critical path and resources.

The project report will need to cover the following aspects:

* Project organisation and management plan
* Software design and development plan
* Pre-commissioning, operational, and user acceptance testing plan
* Capacity plan
* Hardware delivery and installation plan
* Network design, delivery, and installation plan
* Change management, communication, and training plan
* Warranty service plan
* Risk management plan
* Task, time, and resource schedules
* Go-Live Plan
* Training Plan
* Testing Plan

**6.2 Project Team**

Bidders will need to submit the details of the project team members and their corresponding profiles and work experience as well as the work assigned to each team member as per proposed Project Management Plan.

 **6.3 Approach to Business Analysis**

Bidders should describe their approach to analysing the ICTA business requirements and demonstrating the proposed software’s ability to satisfactorily meet those requirements. The successful Bidder will assist the ICTA in identifying appropriate business process improvement opportunities, documenting the desired changes, and planning and implementing the business process changes. Bidders should describe their approach and methodology to be used to configure the software in accordance with the streamlined business process design.

**6.4 Business and Software Requirement Specifications (BSRS) Document**

After award of contract, the successful bidder will be expected to submit a BSRS document which will need to cover the following business aspects:

* Functional Requirements as finalised after meeting users
* Changes in business processes/new rules
* The BSRS document will also cover the following aspects:
	+ Software Functionality Requirements
	+ Software Requirements Specifications
	+ Customisation Requirements Specifications
	+ Format of all reports that would be generated by the solution
	+ Access control mechanisms, data security requirements, and audit trails to ensure that databases are not tampered or modified by unauthorized users
	+ External Interface Specifications, including API and Web Services High level design (HLD) and low level design (LLD)

**6.5 Architecture Deliverables**

After award of contract, the successful bidder will be expected to submit an Architectural report.

This deliverable will cover the following aspects:

* An overall system architecture of the Middleware system, highlighting, among other particulars, the data flows, system dependencies and limitations etc.
* The system architecture should be the bidder’s version of understanding the Middleware system and the bidder should aim at demonstrating the extent to which the proposed solution embraces the Authority’s vision and requirements.
* Details of the information system security based on the minimum requirements specified in Annexure II. The Authority is willing to consider any other options based on the Information Security requirements described in Annexure III.

**6.6 Detailed Hardware and Network Specifications**

This document will cover the following aspects:

* Hardware and network sizing and specifications based on application requirements, traffic and load, usability, scalability and performance
* Network specifications

**6.7 Hardware Installation Completion Report**

This document will certify the completion of hardware setup.

**7. System Testing**

The successful bidder shall prepare procedures detailing the steps for conducting system tests and shall conduct tests to demonstrate that the system meets all the requirements (functional and technical) specifications as brought out in this RFP and would be in accordance with the procedures detailed in the approved BSRS document.

The evaluation methodology and results have to be validated with the Authority and a report should be submitted for review and approval by the Authority.

**7.1 Load and Stress Testing**

Loading, scalability, and stress testing would be conducted prior to “Go-Live” once the system testing and integration testing of the configured and customised solution have been conducted successfully. The stress and load testing requirements will be jointly determined with the Authority. The successful bidder will conduct the test based on the agreed test procedures as proposed by the bidder and agreed upon by the Authority, keeping in view future load of users. The implementation shall not be cleared for Go-Live, unless the testing is conducted successfully and is cleared by the Authority.

The successful bidder will be responsible for arranging the necessary environment for performance testing.

**7.2 Interoperability Testing**

All interactions between systems should be tested and validated by the three mobile operators and the InfoHighway team.

**7.3 User Acceptance Testing**

The successful bidder shall develop the acceptance test procedures in mutual agreement with the Authority and shall conduct tests to demonstrate the conformance to the required process maps and operations response times. The acceptance tests should be carried out before the Go-Live functions and a report submitted on the successful conclusion of these tests.

 **7.4 Final Acceptance**

The final acceptance would be based on adherence to required response time, the integrity of the solution after installation, and no operational bugs. This would include fine-tuning of the software, ensuring all required related component software are installed and no debugging is required. The acceptance tests should be carried out within a month of Go-Live and a report should be submitted on the successful conclusion of these tests (The bidder would make the necessary changes to the application to ensure that implemented solution successfully goes through UAT). The commissioning/implementation of the software shall be deemed complete only after the satisfactory acceptance by the Authority and submission of all the Middleware System web services source code.

**8. Source Code**

Even though, source code is to be submitted by the successful bidder at the time of final acceptance, subsequent updates done during the Maintenance and Support period of five years will also have to be duly submitted to the Authority.

**9. Communications and Reporting**

Bidders must describe how the ICTA will be informed of the Project status, including progress reports and any other types of reports or reporting requirements, and the frequency of reporting.

The ICTA will require the successful Bidder to provide weekly status reports in a form acceptable to the ICTA. As part of these weekly status reports, the successful Bidder will be required to provide the ICTA with a description of the work completed to date, the total cost billed to the ICTA to date, the total amount remaining before the Ceiling Price has been reached and the number of days remaining before the project end date.

The successful Bidder will report to the IT Director, ICTA. The ICTA will also require the successful Bidder to attend regular weekly face-to-face status briefings at the ICTA.

**10. Maintenance and Support**

The successful bidder shall provide a reliable maintenance and support for ICTA staff to contact in case of any problem for a five years’ period. The proposal should include all costs related to Maintenance and Support for the five years’ period.

**11. Payment terms**

Payment will be effected as follows:

|  |  |
| --- | --- |
| **Activity** | **Payment Associated (% of total project value)** |
| Award of Contract | 0 |
| Business Analysis Report | If the report is approved, 20% of payment valid until delivery of hardware & system software.If the report is not satisfactory, one month for amendments will be allowed and still, if the report is not satisfactory, the contract will be cancelled and no payment will be made. |
| Delivery, Installation & Commissioning of Hardware & System Software | 20 |
| Acceptance of Middleware System | 60 |

**12. Maintenance and Support**

Bidders will need to detail out Maintenance and Support fees over the five years’ period.

**13.** **Technical Evaluation Criteria (60 Points)**

The technical evaluation exercise will be carried out in two phases:

1. In phase 1, bids will be assessed as follows:
	1. Bidders with less than three years proven experience in large scale web service development for local stakeholders will not be considered for phase 2 of the technical evaluation and will be automatically rejected.
2. In phase 2, only bids which have met all the above requirements will be evaluated as per the table below. Only those bidders who get a passing mark of 40 will be eligible for the financial evaluation.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weight** |
| Analysis of proposed solution in terms of:Information Analysis - How comprehensive and robust is the proposed software solution? * 1. Project plan
	2. Project team
	3. Approach to business analysis

  | 10 points10 points10 points |
| 1. Demonstrated related knowledge and experience of the Bidder and its team in similar projects.

10+ years (30 points)7-10 years (20 points)3-6 years (10 points) | 30 points |
| TOTAL | 60 points |

**14**. **Financial Evaluation Criteria (40 Points)**

The financial evaluation shall be based on 40 points, the lowest quote scoring the highest marks.

**15. Evaluation and Comparison of Bids**

Evaluation and comparison of bids will be done as per Section I. Instructions to Bidders, sub-section E. Bid Opening and Evaluation, Item 28 on page 31 of this document.

**Annex I a**

**LEGAL SUPPLEMENT**

*to the Government Gazette of Mauritius No. 188 of 31 December 2021*

*Government Notice No. 326 of 2021*

**THE INFORMATION AND COMMUNICATION TECHNOLOGIES ACT Regulations made by the Minister, after consultation with the Information and Communication Technologies Board, under section 48 of the Information and Communication Technologies Act**

**1. Short title**

These regulations may be cited as the Information and Communication Technologies (Registration of SIM) Regulations 2021.

**2. Interpretation** In these regulations –

 “Act” means the Information and Communication

Technologies Act;

“activate” means to cause a SIM to function on an operator’s mobile network;

“authorised agent” means an agent duly authorised, in writing, by an operator to sell and register SIMs on behalf of the operator;

“child” means any person under the age of 18;

“guardian” means the guardian of a child;

“immigration officer” has the same meaning as in the Immigration Act;

“M2M SIM” means a SIM used exclusively for Machine-toMachine communication and providing no access to voice services;

“National Identity Card” means an identity card issued under section 5 of the National Identity Card Act;

“operator” means a Public Land Mobile Network (PLMN) service provider licensed by the Authority;

“SIM” means a detachable, or an embedded, Subscriber Identity Module used in a device connected to a mobile network to access the services of an operator;

“pre-activated SIM” means a SIM from which it is possible to access the services of an operator without the registration procedures specified in these regulations;

“subscriber” means a person on whose name a SIM or M2M SIM is registered;

“tourist” –

1. means a non-citizen who is the holder of a tourist visa to stay in Mauritius; and
2. includes a non-citizen who is the holder of a business visa to stay in Mauritius;

“Unique Identification number”, in relation to a non-citizen, means the non citizen’s official identification number issued by the immigration officer.

**3. Unauthorised sale** No person shall sell –

1. a pre-activated detachable SIM to another person;
2. a device which is embedded with a pre-activated embedded

SIM to another person;

1. an M2M SIM to a child or tourist.

**4. Sale by operator and authorised agent**

1. No person, other than an operator or authorised agent, shall sell a detachable SIM or an M2M SIM to another person.
2. An operator shall keep a record of –
	1. all its authorised agents; and
	2. all SIMs and M2M SIMs allocated to its authorised agents.
3. An operator who authorises access to its services through a SIM or an M2M SIM shall maintain a database of the particulars, as specified in these regulations, of all its subscribers.

**5. Application for registration of SIM or M2M SIM**

 (1) A person who wishes to buy a SIM or an M2M SIM from an operator or authorised agent shall –

1. in the case of a citizen of Mauritius, make an application in the form set out in the First Schedule, which shall be accompanied by –
	1. a copy of his National Identity Card or a copy of the personal details of his passport; and
	2. a recent copy of his utility bill or any other proof of address;
2. in the case of a non-citizen who is a resident of Mauritius, he shall make an application in the form set out in the First Schedule, which shall be accompanied by –
	1. a copy of the personal details of his passport;
	2. his Unique Identification number;
	3. a copy of his residence permit or occupation permit, as the case may be; and
	4. a recent copy of his utility bill or any other proof of address;
3. in the case of a tourist, he shall make an application for a SIM, other than for an M2M SIM, in the form set out in the First Schedule, which shall be accompanied by – (i) a copy of the personal details of his passport;
	1. a copy of his visa appearing on his passport; and
	2. a copy of his proof of address in Mauritius;
4. in the case of a child who is a citizen of Mauritius, his parent or guardian shall make an application in the form set out in the Second Schedule, which shall be accompanied by –
	1. a copy of his National Identity Card or a copy of the personal details of his passport;
	2. a copy of the birth certificate of the child or the personal details of the child’s passport;
	3. a recent copy of his utility bill or any other proof of address;
5. in the case of a child who is a non-citizen but a resident of Mauritius, his parent or guardian shall make an application in the form set out in the Second Schedule, which shall be accompanied by –
	1. a copy of the personal details of his passport;
	2. a copy of the birth certificate of the child or the personal details of the child’s passport;
	3. a copy of his residence permit or occupation permit, as the case may be; and
	4. a recent copy of his utility bill or any other proof of address;
6. in the case of a child who is a tourist, his parent or guardian

shall make an application in the form set out in the Second Schedule, which shall be accompanied by –

* 1. a copy of the personal details of his passport;
	2. a copy of the birth certificate of the child or the personal details of the child’s passport;
	3. a copy of his visa appearing on his passport; and
	4. a copy of his proof of address in Mauritius;
1. in the case of a public body, corporate body, company, Diplomatic Mission or any other organisation, a person duly authorised by that organisation shall make an application in the form set out in the Third Schedule, which shall be accompanied by –
	1. a letter from that organisation authorising him to act on its behalf;
	2. a copy of his National Identity Card or a copy of the personal details of his passport;
	3. a recent copy of the utility bill of that organisation, if applicable, or any other proof of address; and
	4. a copy of the Business Registration Card of the organisation, if applicable.

 (2) Where an application is made under paragraph (1), the operator or authorised agent shall –

1. take a coloured photograph of the applicant and, in case an application is made on behalf of a child, take a coloured photograph of the child; and
2. electronically verify on a real time basis, through the Authority, the National Identity Card or passport details of the applicant.

 (3) Any person who, for the purpose of registration of a SIM or M2M SIM, gives any information or furnishes any document which is false or misleading shall commit an offence and shall, on conviction, be liable to a fine not exceeding 50,000 rupees and to imprisonment for a term not exceeding one year.

**6. Registration of SIM or M2M SIM**

1. Where an operator or authorised agent is satisfied with the information and documents provided by a person under regulation 5, the operator or authorised agent shall register the SIM or M2M SIM in the name of that person or, in case the person is a public body, corporate body, company, Diplomatic Mission or any other body, in the name of that organisation.
2. (a) An operator shall, after registration under paragraph (1), activate the SIM or M2M SIM.

 (b) The date of sale and the date of activation of any SIM or M2M SIM shall be recorded in the subscriber database.

**7. Duration of SIM for tourist**

1. Where a SIM has been activated for a tourist, the SIM shall, subject to paragraph (2), remain activated for a period not exceeding 3 months.
2. A tourist may request his operator to keep his SIM activated for a further period of one month after the expiry of the 3-month period, subject to the visa of the tourist still being valid.

**8. Deactivation of SIM or M2M SIM**

1. Where an operator deactivates the SIM or M2M SIM of a subscriber at the request of the subscriber, the operator shall ensure that the subscriber has given his written consent for the deactivation of the SIM or M2M SIM.
2. Where a subscriber passes away and his death has been duly updated in the relevant public body database, the SIM or M2M SIM of that subscriber shall forthwith be deactivated by the operator.
3. Where a subscriber is a non-citizen but resident of Mauritius, the SIM or M2M SIM of that subscriber shall be deactivated by the operator on the expiry or cancellation of his residence permit or occupation permit.
4. Where a subscriber is a tourist, the SIM of that subscriber shall be deactivated by the operator following the day the subscriber left Mauritius.
5. A test SIM shall be deactivated at the end of the period for which the test is being carried out.
6. Where a SIM or M2M SIM has been deactivated or cancelled, the Mobile Station International Subscriber Directory Number (MSISDN) shall not be reallocated to a new subscriber for a period of at least 6 months from the date of deactivation.

**9. Change of information**

1. A subscriber shall notify his operator of any change of information submitted for the purposes of registering his SIM or M2M SIM not later than 90 days after such change.
2. Where it has come to the notice of the operator that there has been a change in the personal data of its subscriber, the operator shall update its database and notify the updates to the subscriber.
3. Where a subscriber wishes to transfer the ownership of his SIM or M2M SIM, the new owner shall register the SIM or M2M SIM in his name in accordance with these regulations.

**10. Lost or stolen SIM or M2M SIM**

1. Where a subscriber’s SIM or M2M SIM is lost or stolen, the subscriber shall, not later than 7 days from the date it is lost or stolen, report the matter to the Police.
2. The subscriber referred to in paragraph (1) shall produce a memo of the lost or stolen SIM or M2M SIM, issued by the Police, to his operator or his authorised agent when requesting a replacement of the SIM or M2M SIM.
3. Where a subscriber does not want to reactivate a lost SIM or M2M SIM, the consent of the subscriber for such deactivation, together with the memo from the Police, shall be furnished to the operator.

**11. Replacement of lost, stolen, destroyed or damaged SIM or M2M SIM**

 An operator or authorised agent shall replace a lost, stolen, destroyed or damaged detachable SIM or M2M SIM or reactivate its services through a SIM or M2M SIM upon –

1. verification of the original registration and ownership of the SIM or M2M SIM;
2. submission of the destructed or damaged detachable SIM or M2M SIM, where applicable; and
3. presentation of the memo from the Police.

**12. Unauthorised access to subscriber’s data**

 An operator shall take all appropriate security measures for the prevention of unauthorised access to, or disclosure of, the subscriber’s data kept under its custody.

**13. Numbering plan**

 Every operator shall apply a different numbering plan for tourists and M2M SIMs.

**14. IT Security Audit report**

1. Every operator shall submit to the Authority, by 31st July of each year, an IT Security Audit report conducted by a certified Information System Auditor, certifying that –
	1. the operator has taken necessary measures for the registration of its subscribers;
	2. the process for registration at the sales point of the operator are in line with the requirements of these regulations or any such guidelines made thereunder;
	3. the data recorded in the subscriber database of the operator are in accordance with these regulations or any such guidelines made thereunder; and
	4. any other requirements as may be defined from time to time in guidelines or directives issued by the Authority are being complied with.
2. Where an operator provides access to a certified Information System Auditor to its subscriber database, that access shall be provided under a non disclosure agreement.

**15. Offences**

 Any person who contravenes these regulations shall commit an offence and shall, on conviction, be liable to a fine not exceeding 50,000 rupees and to imprisonment for a term not exceeding one year.

**16. Transitional provision**

1. Any person who, on the commencement of these regulations, is the holder of a SIM or an M2M SIM shall, not later than 6 months after the commencement of these regulations, make an application to register the SIM or M2M SIM in accordance with regulation 5.
2. Any SIM or M2M SIM which is not registered 6 months after the commencement of these regulations shall be deactivated.

**17. Commencement**

These regulations shall come into operation on 1 April 2022.

Made by the Minister, after consultation with the Information and Communication Technologies Board, on 30 December 2021.

**FIRST SCHEDULE**

[Regulation 5(1)(a), (b) and (c)]

**CUSTOMER REGISTRATION FORM FOR MAURITIAN**

**CITIZEN/RESIDENT OF MAURITIUS/TOURIST**

|  |  |
| --- | --- |
| **□ Mauritian Citizen □ Resident of Mauritius □ Tourist****First Name****Surname****Maiden Name**(Mr/Mrs/Miss)**NATIONALITY** | **[Passport Size** **Coloured Photo to be affixed here]** |
| **MAURITIAN CITIZEN****NIC NO/PASSPORT NO***(submit copy of NIC/Passport)* | **NON CITIZEN BUT RESIDENT** **OF MAURITIUS****PASSPORT NO***(submit copy of* *Passport)* | **TOURIST****PASSPORT NO***(submit copy of**NIC/Passport)* |
| **UNIQUE IDENTIFICATION** **NUMBER OF NON-CITIZEN** | **TYPE OF PERMIT** *(submit copy of residence permit or occupation permit)* | **VISA***(submit copy of visa appearing on Passport)* |
| **ADDRESS***(submit recent copy of utility bill/proof of address)* |
| **CONTACT NO****EMAIL** |
| **SUBSCRIPTION DETAILS**Mobile No(s) to be registered□ Normal SIM □ M2M |
| **CUSTOMER DECLARATION**I hereby declare and undertake the above information is wholly true.Name of CustomerSignature of CustomerDate |

|  |  |
| --- | --- |
| **SUBMISSIONS CHECKBOX:****Coloured Photo Submitted □****Copy of NIC/personal details of Passport □****Copy of Permit (non-citizen) □****Copy of VISA appearing on Passport (Tourist) □****Proof of Address □****Unique Identification number of non-citizen □** |  |
| **FOR OFFICE USE****Name of Shop/Retailer****Name of Sale Person****NIC No of Sale Person** **Date of SIM card sale** **Documents duly checked by –** **Signature****Date** | **Date of Activation** |

**SECOND SCHEDULE**

[Regulation 5(1)(d), (e) and (f)]

**CUSTOMER REGISTRATION FORM FOR CHILDREN**

|  |  |
| --- | --- |
| **Child details**□ Mauritian Citizen □ Resident of Mauritius □ Tourist**First Name****Surname****Maiden Name**(Mr/Mrs/Miss) | **[Passport Size** **Coloured Photo to be affixed here]** |
| **Birth Certificate/Passport***(submit copy of NIC/Passport)* |
| **Parent/Guardian****First Name****Surname****Maiden Name**(Mr/Mrs/Miss) | **[Passport Size** **Coloured Photo to be affixed here]** |
| **MAURITIAN CITIZEN NIC** **NO/PASSPORT NO***(submit copy of NIC/Passport)* | **NON CITIZEN BUT** **RESIDENT****PASSPORT NO***(submit copy of* *Passport)* | **TOURIST** **PASSPORT NO***(submit copy of* *NIC/Passport)* |
| **UNIQUE IDENTIFICATION** **NUMBER OF NON-CITIZEN** | **TYPE OF PERMIT** *(submit copy of residence permit or occupation permit)* | **VISA***(submit copy of visa appearing on passport)* |
| **ADDRESS***(submit recent copy of utility bill/proof of address)* | **ADDRESS***(submit recent copy of utility bill or any other proof of address)* | **ADDRESS***(submit proof of address)* |
| **Contact No****Email** |
| **SUBSCRIPTION DETAILS**Mobile No(s) to be registered |

|  |
| --- |
| **CUSTOMER DECLARATION**I hereby declare and undertake the above information is wholly true.Name of CustomerSignature of CustomerDate |
| **SUBMISSIONS CHECKBOX:****Child****Coloured Photo Submitted □ Birth Certificate/Passport □****Guardian****Coloured Photo Submitted □****Copy of NIC/personal details of Passport □****Copy of Permit (non-citizen) □****Copy of VISA appearing on Passport (Tourists) □****Proof of Address □****Unique Identification number of non-citizen □** |
| **FOR OFFICE USE****Name of Shop/Retailer****Name of Sale Person****NIC No of Sale Person** **Date of SIM card sale Date of Activation****Documents duly checked by –****Signature****Date** |

**THIRD SCHEDULE**

[Regulation 5(1)(g)]

**CUSTOMER REGISTRATION FORM FOR PUBLIC BODY/**

**CORPORATE BODY/COMPANY/DIPLOMATIC MISSION/**

**OTHER ORGANISATION**

|  |
| --- |
| **□ Public body □ Corporate body □ Company □ Diplomatic Mission** **□ Other Organisation****Representative****First Name****Surname****Maiden Name**(Mr/Mrs/Miss)**NATIONALITY** |
| **BUSINESS CUSTOMER/COMPANY NAME***(submit copy of BRN)* |
| **AUTHORISATION LETTER***(submit authorisation letter authorising the representative to act on its behalf)* |
| **NIC NO/PASSPORT NO. of Representative***(submit copy of NIC/Passport in case of foreigner/tourist)* |
| **REGISTERED ADDRESS***(submit recent copy of utility bill, if applicable, or any other proof of address)* |
| **Contact No.****Email** |
| **SUBSCRIPTION DETAILS**Mobile No(s) to be registered□ Normal SIM □ M2M |
| **CUSTOMER DECLARATION**I hereby declare and undertake the above information is wholly true.Name of Customer Designation*(In case of Business Customer)*Signature of Customer*(Authorised signatory)*Date |

|  |
| --- |
| **SUBMISSIONS CHECKBOX:****Business Registration Card □****Authorisation Letter □****Copy of NIC/Passport of Representative Permit (non-citizen) □ Proof of Address □** |
| **FOR OFFICE USE****Name of Shop/Retailer****Name of Sale Person****NIC No of Sale Person** **Date of SIM card sale Date of Activation****Documents duly checked by –** **Signature****Date** |

**Annex 1 b**

**THE INFORMATION AND COMMUNICATION TECHNOLOGIES ACT**

**Regulations made by the Minister, after consultation with the Information and Communication Technologies Board, under section 48 of the Information and Communication Technologies Act**

**1.** These regulations may be cited as the Information and Communication Technologies (Registration of SIM) (Amendment) Regulations 2022.

**2.** In these regulations –

“principal regulations” means the Information and Communication Technologies (Registration of SIM) Regulations 2021.

**3.** Regulation 2 of the principal regulations is amended by inserting, in the appropriate alphabetical order, the following new definitions –

“image check” means the measurement and analysis of physical characteristics that are unique to each individual;

“liveness detection” means the various facial challenges to verify the presence of the person making a SIM registration on the Internet;

**4.** Regulation 5 of the principal regulations is amended –

(a) in paragraph (1) –

(i) by revoking subparagraph (d) and replacing it by the following subparagraph – 1424 *Government Notices 2022*

(d) in the case of a child who is a citizen of Mauritius, his parent or guardian shall make an application in the form set out in the Second Schedule, which shall be accompanied by –

(i) a copy of his National Identity Card;

(ii) a copy of the birth certificate of the child;

(iii) a recent copy of his utility bill or any other proof of address;

(ii) by revoking subparagraphs (e) and (f);

(b) in paragraph (2), by inserting, after the words “Where an application is made under paragraph (1)”, the words “in person”;

(c) by inserting, after paragraph (2), the following new paragraph –

(2A) Where an application is made under paragraph (1) remotely on the Internet, the operator shall –

(a) perform a liveness detection;

(b) obtain a coloured photograph of the applicant and, in case the application is made on behalf of a child, obtain a coloured photograph of the child and perform an image check of the applicant against the National Identity Card photo; and

(c) electronically verify on a real time basis, through the Authority, the National *Government Notices 2022* 1425

Identity Card or passport details of the applicant.

**5.** Regulation 8 of the principal regulations is amended, in paragraph (2), by inserting, after the word “forthwith”, the words “, 15 days after the death has been duly updated in the relevant public body database,”.

**6.** Regulation 16 of the principal regulations is amended by revoking paragraphs (1) and (2) and replacing them by the following paragraphs –

(1) Any person who, on 16 January 2023, is the holder of a SIM or an M2M SIM shall, not later than 31 July 2023, make an application to register the SIM or M2M SIM in accordance with regulation 5.

(2) Any SIM or M2M SIM which is not registered by 31 July 2023 shall be deactivated.

**7.** Regulation 17 of the principal regulations is amended by deleting the words “1 April 2022” and replacing them by the words “16 January 2023”.

**8.** The Second Schedule to the principal regulations is revoked and replaced by the Second Schedule set out in the Schedule to these regulations.

Made by the Minister, after consultation with the Information and Communication Technologies Board, on 1 April 2022.1426 *Government Notices 2022*

**SCHEDULE**

[Regulation 8]

**SECOND SCHEDULE**

[Regulation 5(1)(d)]

**CUSTOMER REGISTRATION FORM FOR CHILDREN**

|  |
| --- |
| **CHILD DETAILS**(Mauritian Citizen)Mr/MissFirst Name ................................................................................................Surname .................................................................................................... |
| **PARENT/GUARDIAN**Mr/Mrs/MissFirst Name ............................................................Surname ...............................................................Maiden Name ....................................................... | **[Passport Size Coloured Photo to be affixed here]** |
| ADDRESS (submit recent copy of utility bill or any other proof of address) |
| Contact No. ...............................................................................................Email ........................................................................................................ |
| **SUBSCRIPTION DETAILS**Mobile No(s) to be registered................................................................................................................... |

**Annex II**

**Scenario 1 : Registration for SIM card for a citizen**

1. NIC number or Passport number with Nationality (Mauritian Only) received from operators
2. Operators registration software hosts business logic to select the corresponding webservice applicable for either NIC number or Passport number with Nationality from the Middleware.
3. Middleware consumes 2 SOAP webservices already provided by InfoHighway and get the following:
	1. **Output fields for NIC query from operators**
		1. Mauritian Citizen first name
		2. Mauritian Citizen maiden name
		3. Mauritian Citizen last name
		4. Mauritian Citizen DOB
		5. Photograph
	2. **Output fields for Passport number with Nationality query from operators**
		1. Mauritian Citizen first name
		2. Mauritian Citizen maiden name
		3. Mauritian Citizen last name
		4. Mauritian Citizen DOB
		5. Photograph
4. Middleware then converts 3(a) and 3(b) into REST format which is forwarded to operators’ registration software which then populates them with the output fields automatically.

**Scenario 2: Registration for SIM card for a public body, corporate body, company, Diplomatic Mission or any other organisation**

1. NIC number or Passport number with Nationality (for both Mauritian and non-Mauritian) received from operators
2. Operators registration software hosts business logic to select the corresponding webservice applicable for either NIC number or Passport number with Nationality from the Middleware.
3. Middleware consumes 3 SOAP webservices already provided by InfoHighway and get the following:
	1. **Output fields for NIC query from operators**
		1. Mauritian Citizen first name
		2. Mauritian Citizen maiden name
		3. Mauritian Citizen last name
		4. Mauritian Citizen DOB
		5. Photograph
	2. **Output fields for Passport number with Nationality query from operators**
		1. Mauritian Citizen first name
		2. Mauritian Citizen maiden name
		3. Mauritian Citizen last name
		4. Mauritian Citizen DOB
		5. Photograph
	3. **Output fields for Passport number with Nationality query from operators**
		1. Non-Mauritian Citizen first name
		2. Non-Mauritian Citizen maiden name
		3. Non-Mauritian Citizen last name
		4. Non-Mauritian Citizen DOB
		5. Photograph
4. Middleware then converts 3(a), 3(b) and 3(c) into REST format which is forwarded to operators’ registration software which then populates them with the output fields automatically.

**Scenario 3 : Registration for SIM card for a child citizen**

1. ID number of guardian (Mauritian) and child received from operator
2. Operators registration software hosts business logic to select the corresponding webservice applicable for NIC number from the Middleware.
3. Middleware consumes SOAP webservices already provided by InfoHighway and get the following:
	1. **Output fields for NIC query from operators**
		1. Mauritian Parent/Mauritian Guardian first name
		2. Mauritian Parent/Mauritian Guardian maiden name
		3. Mauritian Parent/Mauritian Guardian last name
		4. Mauritian Parent/Mauritian Guardian DOB
		5. Relationship

**Scenario 4: Death of a citizen, non-citizen and parent/adoptive parent of a child**

1. Operators will invoke a webservice (passing as input parameter the current date) on a periodic basis (for example, daily at end-of-day) through scheduled programs on their side from the Middleware.
2. Middleware consumes 2 SOAP webservices already provided by InfoHighway and get the following:
	1. **Output fields**
		1. Mauritian Citizen NIC number
	2. **Output fields**
		1. Non-Mauritian passport number
		2. Non-Mauritian nationality code
3. It may be necessary for the operators to query the deaths list for the current day, but also for a number of previous days (say 7 previous days), since some deaths may be registered in the database after a delay of a few days.
4. Operators trigger the deregistration process as applicable

**Scenario 5: Registration for SIM card by a tourist**

1. Passport number with Nationality received from operators.
2. Operators registration software hosts business logic to select the corresponding webservice from the Middleware.
3. Middleware consumes 1 SOAP webservices already provided by InfoHighway and get the following:
	1. **Output fields**
		1. Tourist first name
		2. Tourist maiden name
		3. Tourist last name
		4. Tourist DOB
4. Only those records that are valid (e.g, having a valid visa) need to be returned by the webservice.
5. Middleware then converts 3(a) into REST format which is forwarded to operators’ registration software which then populates them with the output fields automatically.

**Scenario 6: Registration for SIM card by** **a foreigner with a residence permit or occupation permit**

Same as Scenario 2: Registration for SIM card for a public body, corporate body, company, Diplomatic Mission or any other organisation

**Scenario 7: Tourist leaving Mauritius**

1. Operators will invoke a webservice (passing as input parameter the current date) on a periodic basis (for example, daily at end-of-day) through scheduled programs on their side from the Middleware.
2. Middleware consumes 1 SOAP webservice already provided by InfoHighway and get the following:
	1. **Output fields**
		1. Tourist passport number
		2. Tourist nationality code
3. It will be necessary for the operators to query the departures of tourists on a daily basis.
4. Operators trigger the deregistration process as applicable

**Scenario 8: Foreigner with expired or cancelled residence permit or occupation permit**

1. Operators will invoke a webservice (passing as input parameter the current date) on a periodic basis (for example, daily at end-of-day) through scheduled programs on their side from the Middleware.
2. Middleware consumes 1 SOAP webservice already provided by InfoHighway and get the following:
	1. **Output fields**
		1. Non-Mauritian passport number
		2. Non-Mauritian nationality code
3. It will be necessary for the operators to query the departures of tourists on a daily basis.
4. Operators trigger the deregistration process as applicable

**Annex III**

**Information Security Requirements**

* Security and risk mitigation should be formal design criteria in any Software Development Life Cycle (SDLC) process and start with threat and risk assessment of the proposed system, identification of controls, implementation of those controls, and testing and review. Security should not be an afterthought, and controls retrofitted in an ad hoc way only after security weaknesses are identified.
* Application shall be designed to capture all user access and activity in the system. Logs shall be kept for auditing purposes. Archiving and rapid retrieval of these logs shall be a mandatory feature.
* User access to application shall be based on two-factor authentication. The solution provided shall be integrated seamlessly to prevent complexity and management overheads.
* Anti-virus software/licenses shall be provided for all servers deployed for this project. The update server should be provided to enable the live update of the anti-virus definition.
* Vulnerability assessment and penetration testing (VAPT) shall be conducted on the systems prior to going live by a third-party auditing firm who should provide a certificate. The cost of the VAPT should be borne by the bidder. The solution provider shall be responsible to apply the recommendation after the exercise to eliminate the vulnerability through proper technical, administrative or physical controls.
* OS Hardening shall be performed for all systems deployed for this solution especially on the production server prior to going live.
* Solution provider shall apply the latest stable patches and updates available on all systems deployed.

**Annex IV**

**Hardware requirements**

The Authority envisions the hardware configuration to be made up of a system running at the main site (GOC), with one active and one instance at the GOC DR site (1+1). Data should be replicated in near real-time replication with a switch-over to/from the main site satisfying RPO requirements of 2 hours and an RTO requirement of 30 minutes. Bidders are expected to propose and implement a workable solution that will be scalable and seamlessly deploy the different modules required by the Authority.

**High-Availability (HA) and Failover**

The bidder is expected to implement high-availability solutions, with dual power supply and network connectivity, as far as possible. Bidders shall ensure that the modules proposed operate effectively in a HA and failover mode. Bidders are requested to demonstrate in a detailed architecture and write-up on how the HA and failover will be implemented. Application and data shall be available in case of a failover to the DR site. User access layer shall be readily available to maintain the required Recovery Time Objectives.

Bidder is expected to implement failover mechanism to the DR site in case of loss of services in main site. The time taken to activate the DR site should be less than 2hr.

A detailed specification sheet of the proposed HA technology should be provided by the bidder, with all features available and that will be implemented.

**Computer Systems**

The bidder should propose infrastructure solution from world leading enterprise IT solution provider. The system should be hosting the Production, DR, and Test environment. Bidders are expected to design an overall architecture that will allow critical services to be hosted on different systems to allow for performance, compatibility, security, ease of management and controls. Bidders will be expected to implement the different landscape (Production, DR, Test) in different network zones for security.

The Chassis should be equipped with redundant and hot swappable power and cooling modules.

The CPU and memory for the hardware should be properly sized to sustain the load as expected on the application based on the number of users and modules to be deployed (as described in the section Purpose of the RFP – Middleware System subsection). At normal time, the CPU and Memory of operations, the usage shall not be more than 50%. The number of hardware proposed shall be in line with the design proposed and meet the failover criteria.

# Section VI. Sample Forms

## Notes to the Purchaser on preparing the Sample Forms

 The Sample Forms provided in these SBD provide standard formats for a number of the key documents that the Purchaser and Bidders will exchange in the process of bidding, awarding, and implementing the Contract. Most of the Sample Forms are to be completed and/or modified by the Purchaser to suit the particular System being procured and included in the Bidding Document before they are released to potential Bidders, or to the winning Bidder, as the case may be. In turn, the Bidders or winning Bidder must complete other forms and submit them to the Purchaser. Notes providing instructions for the Purchaser, the Bidders, and the winning Bidder have been provided. To avoid confusion, the Purchaser should remove all the instructions to the Purchaser from the final version of the Bidding Document that is released to potential Bidders.

 To the fullest extent possible, the typographical aides used in the previous sections of the SBD continue in this section. General explanatory text that appears in sans serif typeface (such as this text) remains intended for the Purchaser (hence should be removed from the final version of the Bidding Document). General instructions or explanatory text aimed at Bidders and/or the winning Bidder appear in standard roman typeface, but indicators are included showing they are aimed at Bidders. Instructions that appear directly in the Forms, continue to be in italicized roman typeface, set off with square brackets and generally intended for the Bidders or the winning Bidder. If an instruction is meant for the Purchaser, it is identified as such. Purchasers are encouraged to provide as many of these Sample Forms as possible in revisable, electronic format in or with the Bidding Document. This will expedite bid preparation, reduce the number of inadvertent mistakes made by Bidders, and, as a result, simplify the evaluation.

 Bid Submission Form and Contract Agreement: Except as indicated by blanks and/or instructions to fill in information, the text of the Bid Submission Form and the Contract Agreement should be left unaltered in the Bidding Document from how it appears in these SBDs. At the time of Contract award, the Purchaser has an opportunity to add the final details needed in the Contract Agreement form, by making any necessary insertions or changes to Article 1.1 (Contract Documents) and Article 3 (Effective Date) and listing only the actual Appendices that will be incorporated in the final Contract. (These Appendices should also be completed in accordance with the instructions provided at the beginning of each Appendix.)

 Since the Price Schedules will form part of the final Contract, if there have been any corrections or modifications to the winning bid resulting from price corrections, pursuant to the Instructions to Bidders, these too should be reflected in the Price Schedules at the time of Contract award and appended to the Contract Agreement in Appendix 6 (Revised Price Schedules).

 Price Schedules: The price breakdown given in the sample Price Schedules generally follows the usual breakdown requested for Information Technology procurement, except that further breakdowns are required (e.g., between Technologies/Goods and Services, and between Technologies and other Goods supplied domestically or from abroad) in order for the domestic preference procedure to be applied. It is essential that Bidders submit their prices in the manner prescribed by the Price Schedules. Failure to do so may result in loss of the preference, if applicable.

 For the more straightforward or well specified Systems that are covered by the single-stage bidding process, the Purchaser is encouraged to fill in the precise System, Subsystem, component, and item/description details in the Price Schedules prior to issuance of the Bidding Document. This will result in bid pricing that is more uniform, making the comparison of bid prices more efficient and reducing the number of ambiguities that require clarification. If Bidders are left to fill in item/description details (which may be necessary for complex Systems when such details cannot be easily identified in advance by the Purchaser), the commercial evaluation becomes more difficult. Other guidance and instructions appear in the subsection containing the schedules and in the schedules themselves.

 Manufacturer’s Authorizations and agreements by key subcontractors: In accordance with ITB Clauses 6.1 (b) and (c), Bidders may be required to submit, as part of their bids, Manufacturer’s Authorizations and written agreements by Subcontractors proposed for key services. For the Manufacturer's Authorization, the format provided in the SBD should be used. There is no particular format 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 major goods and/or services that the Bidder proposes to subcontract. The list should also include the names and place 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), a Bidder must submit, as part of its bid, a list of all the Software it will provide, assigning each item to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. The Bidder must also submit a list of all Custom Materials. These should be recorded in the sample List of Software and Materials Table included in the Bidding Document. If provided for in the Bid Data Sheet, the Purchaser may reserve the right to assign key System Software items to a particular category.

 Bidder Qualification forms: As required by ITB Clause 6.1.

 Forms for securing the bid: If the BDS for ITB Clause 17 (ITB Clause 29 in the two-stage SBD) requires that bids be secured, the Purchaser should include the related form(s) in the Bidding Document, as provided in this Section of the SBD. Depending on what type of security the BDS requires, one form (Bid-Securing Declaration), one form (Bank/Insurance Guarantee Bid Bond), or both forms, should be included. Some of the variable fields (such as the duration of sanctions in case of the Bid-Securing Declaration) need to be pre-filled by the Purchaser.

 Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

 Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank/insurance guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

 Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in these SBD. Unless the Purchaser has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged.

 Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the Bidding Document unaltered.

## 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. 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. 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 VI 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/insurance 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.

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1. Bid Submission Form (Single-Stage Bidding)

 Date: [ Bidder insert: date of bid ]

 IFB: [ Purchaser insert: IFB title and number ]

 Contract: [ Purchaser insert: name of Contract ]

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

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [ insert numbers ], the receipt of which is hereby acknowledged:-

1. 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 in Mauritian Rupees 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.

1. 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.
2. 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.

|  |  |
| --- | --- |
|  | [ As appropriate, include or delete the following paragraph ] |

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

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

1. “We do not accept the appointment of [ Purchaser insert: name of proposed Adjudicator from the Bid Data Sheet ]as the Adjudicator, and we propose instead that [ insert: name ] be appointed as Adjudicator, whose résumé and hourly fees are attached.”
2. 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.
3. 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.
4. 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”****]* |

1. We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
2. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
3. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
4. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

1. We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
2. 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

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

**General**

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

2.2 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

[ insert: any other Schedules as appropriate ]

2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

**Pricing**

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.

5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB 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) |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| 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 achieving 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

|  |  |  | **Supply & Installation Prices** |
| --- | --- | --- | --- |
|  |  |  | **Locally supplied items** | **Items supplied from outside** Mauritius |
| **Line Item No.** | **Subsystem / Item** | **Supply and InstallationCost Sub-Table No.** | ***[****insert****: Local Currency ]***Price | ***[****insert****: Local Currency ]***Price | ***[****insert****: Foreign Currency A]*** Price | ***[****insert****: Foreign Currency B]*** Price | ***[****insert****: Foreign Currency C]*** Price |
|  |  |  |  |  |  |  |  |
| 0 | Project Plan | - - | - - | - - | - - | - - | - - |
|  |  |  |  |  |  |  |  |
| 1 | Headquarters Subsystem | 1 |  |  |  |  |  |
| 1.1 | Hardware, LAN & General-Purpose Software | 1 |  |  |  |  |  |
| 1.2 | Database System | 1 |  |  |  |  |  |
| 1.3 | Training | 1 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 2 | Region 1 Branch Offices Subsystems | 2 |  |  |  |  |  |
| 2.1 | Hardware, LAN & General-Purpose Software  | 2 |  |  |  |  |  |
| 2.2 | Training | 2 |  |  |  |  |  |
| j | Region J Branch Offices Subsystems | j |  |  |  |  |  |
| j.1 | Hardware, LAN & General-Purpose Software | “ |  |  |  |  |  |
| j.2 | Subsystem Design and Programming Services |  |  |  |  |  |  |
| j.3 | Training | “ |  |  |  |  |  |
| : |  |  |  |  |  |  |  |
| k | WAN and integrated database access Subsystems | k |  |  |  |  |  |
| k.1 | WAN | “ |  |  |  |  |  |
| k.2 | Database Access Software | “ |  |  |  |  |  |
| k.3 | Training | “ |  |  |  |  |  |
| : |  |  |  |  |  |  |  |
| m | Data Conversion Service | m |  |  |  |  |  |
| SUBTOTALS |  |  |  |  |
| TOTAL (To Grand Summary Table) |  |  |  |  |

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

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

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.

| Line Item No. | Subsystem / Item | RecurrentCost Sub-Table No. | [ insert: LocalCurrency ]Price | [ insert: Foreign Currency A ]Price | [ insert: Foreign Currency B ]Price | [ insert: Foreign Currency C ]Price |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| z | Recurrent Cost Items |  |  |  |  |  |
| z.1 | Headquarters Recurrent Cost Items | n.1 |  |  |  |  |
| z.2 | Region 1 Recurrent Cost Items | n.2 |  |  |  |  |
|  |  |  |  |  |  |  |
|  | 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. 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 Mauritius** | **Supplied Locally** | **Supplied from outside Mauritius** |
| **Compo­nent No.** | **Component Description** | **Country of Origin Code** | **Quan­tity** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***foreign currency A ]*** | ***[*** *insert* ***foreign currency B ]*** | ***[*** *insert:* ***foreign currency C ]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***foreign currency A ]*** | ***[*** *insert:* ***foreign currencyB ]*** | ***[*** *insert:* ***foreign currencyC ]*** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1.1 | Hardware – Finance Department | - - | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 1.1.1 | Supply of Advanced workstations |  | 4 |  |  |  |  |  |  |  |  |  |  |
| 1.1.2 | Standard Workstations |  | 12 |  |  |  |  |  |  |  |  |  |  |
| 1.1.3 | High-speed Laser Printer |  | 1 |  |  |  |  |  |  |  |  |  |  |
| 1.1.4 | Standard-speed Laser Printer |  | 3 |  |  |  |  |  |  |  |  |  |  |
| 1.1.5 | Continuous-feed Printer |  | 3 |  |  |  |  |  |  |  |  |  |  |
| 1.1.6 | Design and Programming Services related to Financial Report |  |  |  |  |  |  |  |  |  |  |  |  |
| :1.1.7 | Local transport and insurance |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. | LAN -Headquarters |  | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 2.1 | Supply of Wiring Closet Hardware |  | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 2.1.1 | Hubs |  | 7 |  |  |  |  |  |  |  |  |  |  |
| 2.1.2 | Punch-down panel |  | 7 |  |  |  |  |  |  |  |  |  |  |
| 2.1.3 | Uninterrupted Power Supply (small) |  | 7 |  |  |  |  |  |  |  |  |  |  |
| 2.1.4 | Lockable Equipment Rack |  | 7 |  |  |  |  |  |  |  |  |  |  |
| : |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2 | In-Building Wiring |  | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 2.2.1 | Server Room |  | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 2.2.1.1 | Dedicated Telephone Lines (data) |  | 2 nodes |  |  |  |  |  |  |  |  |  |  |
| 2.2.2 | Backbone and Risers (Fiber optic) |  | 28 nodes |  |  |  |  |  |  |  |  |  |  |
| 2.2.3 | Departmental Wiring |  | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 2.2.3.1 | Finance Department |  | 40 nodes |  |  |  |  |  |  |  |  |  |  |
| 2.3 | In-Building Wiring (Goods) |  | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
| 2.4 | Local transport and insurance for Region 1 sites |  |  |  |  |  |  |  |  |  |  |  |  |
| 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. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

|  |  | Maximum all-inclusive costs (for costs in *[ insert:* ***currency****]*) |
| --- | --- | --- |
| Component No. | Component | Y1 | Y2 | Y3 | Y4 | ... | Yn | Sub-total for *[ insert:* ***currency****]* |
| 1. | Hardware Maintenance  | Incl. in Warranty | Incl. in Warranty | Incl. in Warranty |  |  |  |  |
| 2. | Software Licenses & Updates  | Incl. in Warranty |  |  |  |  |  |  |
| 2.1 | System and General-Purpose Software | Incl. in Warranty |  |  |  |  |  |  |
| 2.2 | Application, Standard and Custom Software | Incl. in Warranty |  |  |  |  |  |  |
| 3. | Technical Services |  |  |  |  |  |  |  |
| 3.1 | Sr. Systems Analyst |  |  |  |  |  |  |  |
| 3.2 | Sr. Programmer |  |  |  |  |  |  |  |
| 3.3 | Sr. Network Specialist, ….. etc. |  |  |  |  |  |  |  |
| 4. | Telecommunications costs [to be detailed] |  |  |  |  |  |  |  |
| 5. | [Identify other recurrent costs as may apply] |  |  |  |  |  |  |  |
|  | Annual Subtotals: |  |  |  |  |  |  | - - |
| Cumulative Subtotal (to *[ insert:* ***currency***] entry for *[ insert:* ***line item*** *]* in the Recurrent Cost Summary Table) |  |

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

2.7 Country of Origin Code Table

| Country of Origin | Country Code |  | Country of Origin | Country Code |  | Country of Origin | Country Code |
| --- | --- | --- | --- | --- | --- | --- | --- |
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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 |
|  |  |  |  |
|  |  |  |  |
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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 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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3.4 List of Custom Materials

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|  Custom Materials |
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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 owners¹ |
| 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) |
| Year¹ | 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 |
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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) |
|  |  |  |  |
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4. Bid-Securing Declaration

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

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

Alternative No.: *[insert identification No if this is an alternative bid ]*

To: *[insert complete name of Public Body]*

I/We\*, the undersigned, declare that:

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

I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time as may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act*,* if I am/we\* are\* in breach of any obligation under the bid conditions, because I/we\*:

1. have modified or withdrawn my/our\* bid after the deadline for submission of bids during the period of bid validity specified in Instructions to Bidders; or
2. have refused to accept a correction of an error appearing on the face of the bid; or
3. having been notified of the acceptance of our bid by the *[insert name of public body]* during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I am/we are the successful Bidder, upon receipt of copies of the contract signed by me/us and the issuance of the Performance Security; or (b) in case I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* bid.

Signature: ……………………………………………………………..

Name: *[insert complete name of person signing the Bid Securing Declaration]*

In the capacity of: *[Insert the position of the signatory in the company].*.................

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

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

Corporate Seal [where appropriate]

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

*[\*Please delete as appropriate]*

4. Bid Security (Bank/Insurance Guarantee)

*............................................Bank/Insurance Company’s Name and Address of issuing Branch or Office............................................................*

**Beneficiary:** *Name and Address of Public Body………..................................*

**Date:** ..................................................................................................................................

**BID GUARANTEE No.:** ......................................................................................................

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

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

At the request of the Bidder, we ..................................*name of Bank/Insurance Company* ...................... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ............................*amount in figures…........................ .(..............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 modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) has refused to accept a correction of an error appearing on the face of the Bid; or

(c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) fails or refuses to sign the contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall 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) thirty days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before ........................................*Public Body to insert date.....................................*............

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas bidders only).

............................................Bank/Insurance Company’s seal and authorized signature(s)..........................................

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 Mauritian Rupees 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, facsimile and electronic mail addresses. ]

Fallback address of the Supplier: [ as appropriate, insert: personal delivery, postal, facsimile and electronic mail 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. ]

|  |  |  |
| --- | --- | --- |
| Item | Approved Subcontractors | Place of Registration |
|  |  |  |
|  |  |  |
|  |  |  |
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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 |
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Appendix 5. Custom Materials

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

|  |
| --- |
| Custom Materials |
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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/Insurance Guarantee)

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[insert:* ***Bank/Insurance Company’s Name, and Address of Issuing Branch or Office****]*

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert:* ***amount(s)****[[9]](#footnote-9)* ***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)****9* ***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,*[[10]](#footnote-10)* 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. 758.

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

*[Signature(s)]*

7. Installation and Acceptance Certificates

7.1 Installation Certificate

 Date: [ insert: date ]

 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 ]

 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 ]

 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 ]

 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 ]

 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 ]

 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 ]

 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 ]

 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 ]

 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 ]

1. “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes Public Procuring entity’s staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
3. “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels. [↑](#footnote-ref-3)
4. A “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-4)
5. “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-5)
6. 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. [↑](#footnote-ref-6)
7. “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels. [↑](#footnote-ref-7)
8. A “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-8)
9. *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-9)
10. *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.* [↑](#footnote-ref-10)