



SECTORIAL STANDARD TENDER DOCUMENT

Supply of IT systems (Supply, installation and operation) (Single-Phase)

Introduction

Large Information Technology (IT) and Systems (IS) contracts are among the most challenging types of contracts for the following reasons:

- Its technical content is diverse and difficult to be defined;
- It is greatly affected upon changing business objectives, organizational policies and institutional capabilities of the beneficiary;
- It is subjected to rapid technological change over the project life-cycle; and
- It entails mixtures of professional engineering services and the supply of diverse hard and soft technologies.

Thus, specialized Sectorial Standard Tender Documents (SSBDs) are necessary to facilitate public sector IT supply. These documents provide bidding and contracting models that facilitate winning Supply, installation and operation of a comprehensive set of IT applications, in a clear manner.

The supply, installation, and operation contracts are distinguished from the supply of goods in two ways: (1) increased bidder risk, and (2) complex service requirements. These two features are groups that substantially increase the complexity and risk of the contracting process and call for different evaluation and contracting terms.

In the supply, installation, and operation contracts, the bidder bears the responsibility to design, supply and install a facility specified by the contracting entity according to the terms of performance specifications mainly. Consequently, the bidder's responsibility exceeds the responsibility for supplying any products or services requested by the contracting entity, extending to the responsibility of providing any other products or services that are required to ensure that the facility is operating in accordance with the specifications.

The contracts for the supply, installation and operation of IT systems, therefore, require a level of professional decision-making and require experience by bidders in proportion to the high risk ratio required to be incurred. In general, this leads to large and complex elements of services for this type of contract.

Single-phase Mechanism

Single-phase contracting is suitable for tenders based on specifications for technical products or specifications for services, even if they are complex, since the basis for competition is, however, a well-defined set of technical specifications from the contracting entity that, therefore, bears design risks.

It is also preferable to conclude single-phase contracting for contracts with job specifications or performance specifications that are prepared by the contracting entity, if the products on the market are fully able to meet the specifications and requirements. In this case, the bidders do not have any real advantage in the design and the contracting entities will not be able to benefit from any technical solutions other than those currently widely known in the market.

In complex contracting processes across the one stage, it is necessary to focus on intense inquiries mechanisms with bidders that rely on written correspondence and to circulate questions and answers to all bidders with any amendments to specifications.

This document is replaced by the consultants' tender request document when the subject of the supply is limited to "Custom Software" programming, and the goods supply document is used in the event that the subject of the supply is to provide "Off the shelf hardware".

The procedures and practices presented in this SSBD-IS1STG have been developed to supply IT systems on a single stage, in the month of September of 2018, by adopting international best practices in this field) to suit the legal framework approved for public contracts in Iraq and the instructions for implementing the government contracts in force.

NOTES ON THE SSBD

{To avoid any contradiction, the Contracting Entity shall remove all the underlined notes between () two brackets, highlighted in yellow and addressed thereto from the final version of tender before releasing it to the potential Bidders

The notes that shall be prepared by the Contracting Entity before releasing the Tender Documents are found directly thereon and shall be referred by using typographical means such as italic and grey shaded texts within brackets as shown in the following example: (insert: Name and Number of IFB)

The Contracting Entity will provide explanatory text and instructions to help the Bidders preparing the forms accurately and completely. These instructions that appear directly on the forms are indicated by use of typographical aides such as italicized text within square brackets as is shown in the following example:

[insert: name of Bidder] or _____



SECTORIAL STANDARD TENDER DOCUMENT

Supply of IT systems (Supply ,Installation and Operation)

(Single-phase)

Tender : [insert: name of contract (project) or tender]

Tender reference: [insert: contract (project) reference or the special tab of the tender]

Date : [insert: tender release date]



Letter of invitation

Letter of invitation

Tender :[Name of Project or Tender]

Tender reference: [Project reference No./ special tab of the tender as contained in the Iraqi Federal Budget]

IFB [insert IFB reference number]

1. The [insert: name of contracting enti] invites eligible and qualified bidders to submit the sealed bids for the supply of [insert: description of the IT system, including the key information technologies, equipment, and related services to be procured (e.g., installation, integration, training, technical support)].¹²
2. The general procedures of the tender will be approved as bidders of all eligible countries may be allowed for participation as defined in the Tender Document.³
3. Interested eligible bidders may obtain further information from [insert name of Contracting Entity; insert name and phone No., facsimile and e-mail of officer in charge (if any)] and they may inspect the Tender Documents at the address given below [state address at end of this IFB] from [insert office hours].⁴
4. Bidders shall fulfil qualifications requirements including: [insert a list of legal, technical, financial and other requirements]. A margin of preference for domestic bidders [insert “applicable” or “not applicable”, as appropriate] be applied. Additional details are provided in the Tender Documents.
5. A complete set of Tender Documents in [insert name of language English (preferred) or Arabic or Kurdish] may be purchased by interested bidders on the submission of a written application to the address below [state address at the end of this IFB] and upon payment of a non-refundable fees⁵ [insert amount in Iraqi Dinar] or in [insert amount in specified convertible currency chosen from the list of currencies for which the Central Bank of Iraq

¹ {A brief description of the IT system, including an indication of specific type(s) of key technologies, hardware, software, other products and equipment, as well as related services needed, including quantities, location, and number of project sites, and other information necessary to enable potential Bidders to decide whether or not to respond to the IFB}.

² Insert, if applicable: “The supply period is [insert: number of days / months / years or dates].”

³ Any specific restricted eligibility conditions will be mentioned in this paragraph, as noted in Section V of the Tender Documents

⁴ For example, from 09.00 to 17:00.

⁵ The bidding fee for the bid document shall be determined in an amount equivalent to the costs of printing it and mailing it or shipping it, and it shall be commensurate with the importance of the tender; In the event of a re-announcement of the tender, bidders are not required to pay the fee again; they are only required to pay any difference if the amount of the fee is increased. When adopting the limited bidding method and after prequalification, tender documents are issued (free of charge) to prequalification holders.

Bid No. []

Contracting Entity []

Contents

Introduction	2
<u>PART 1 – Bidding Procedures</u>	10
Section I. Instructions to Bidders (ITB)	11
Table of Contents	13
Section II. BID DATA SHEET (BDS)	47
Section III. Evaluation and Qualification Criteria	62
Evaluation Criteria	63
Qualification Criteria	63
Section IV. Bidding documents	64
Table of Sample Forms and Procedures	65
<u>PART 2 – Contracting Requirements</u>	100
Section V. Technical Requirements (including Implementation Schedule)	101
Notes on the preparation of the Technical Requirements	102
Notes on the preparation of the Implementation Schedule	105
Table of Contents: Technical Requirements	107
<u>PART 3 – Contract Conditions and Forms</u>	130
Section VI. General Conditions of Contract	131
Notes on the General Conditions of Contract (GCC)	130
Table of Clauses	133
Section VII. Special Conditions of Contract (SCC)	200
Notes on the Special Conditions of Contract (SCC)	201
Table of Clauses	202
SECTION VIII – Contract Forms	223
Notes on the Contract Forms	224
Table of Contract Forms	225

PART 1 – BIDDING PROCEDURES

**SECTION I. INSTRUCTIONS
TO BIDDERS (ITB)
(Single-phase Bidding)**

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

This section of the Tender Documents provides the information necessary for Bidders to prepare and submit responsive bids that fulfill the requirements of Contracting Entity 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 added to improve ITB or to identify additional information beyond that included in the ITB. This information is specific to each supplying process and shall be filled in completely and only by the Contracting Entity.

The general Conditions of the contract (Section VI) and / or the special Conditions of the contract (Section VII) shall cover the provisions relating to the bidder's performance, payments, risks, rights and duties of the parties under the contract during the actual implementation of the contract. In order to avoid ambiguity and / or inconsistency, the different sections of the tender document shall not overlap with each other and a specific topic shall not be repeated in more than one section.

The ITB and BDS shall not form part of the final Contract

Table of Contents	
a. General	15
1. Scope of Bid	15
2. Source of Funds	15
3. Practices of Corruption and unlawful acts	15
4. Eligibility	17
5. Eligible goods and services	18
6. Qualifications of the bidder	19
7. Cost of bid	22
8. Site Visit	22
b. Tender document	23
9. Content of tender documents	23
10. Clarifications of the tender document and pre-bidding conference	23
11. Amendment of tender documents	24
c. Preparation of bids	24
12. Language of bid	24
13. Documents comprising the bid	24
14. Bid Prices	26
15. Bid Currencies	28
16. Documents establishing the conformity of Information System to Tender Documents	28
17. Bid Guarantee	29
18. Bid Validity Period	31
19. Bid Form and Signature	31
d. Opening and evaluation of bids	32
20. Opening of bids by the contracting entity	32
21. Clarification of bids	32
22. Initial examination of bids	33
23. Conversion to single currency	33
e. Opening and Evaluation of Bids	34
24. Evaluation and comparison of bids	34
25. Preference margin	35
26. Contacting the contracting entity	36
27. Subsequent qualification	37

Bid No. []

Contracting Entity []

	28. Award criteria	37
	29. Contracting entity's right to amend quantities upon contract award	42
	30. Contracting entity's right to accept or reject all or any of the bids	42
	f. Subsequent qualification and award of contract	42
	31. Notice of award decision	42
	32. Signing of contract	43
	33. Good performance guarantee	43
	34. Brokerage	44
	35. Complaints and appeals	44
	36. Signing of Contract	45
	37. Good Performance Guarantee	45
	38. Broker for the settlement of agreed upon disputes	45
	39. Complaints and Appeals	46

Instructions to Bidders

A. GENERAL

- 1. Scope of Bid** 1.1 The contracting entity mentioned in the tender data sheet and in the special conditions of the contract is invited to submit bids for the preparation, installation and operation of the IT system as outlined in the tender data sheet and detailed in these tender documents.
- 1.2 The title and identification number of the Letter of invitation and resulted Contract(s) are provided in the BDS.
- 2. Source of Funds** 2.1 The source of funds for the contract(s) to be awarded is the Federal Budget of the Government of Iraq (GOI) or any other source(s) as indicated in the BDS.
- 3. Practices of Corruption and unlawful acts** 3.1 It is the Contracting Entity's policy to require that Bidders, and Consultants and their staff, observe the highest standard of ethics during the supply and execution of such contracts. In pursuit to achieve this policy,
- (a) the contracting entity defines Corruption and Illegal Acts as per the relevant applicable Iraqi Laws. For the purpose of this provision, the Contracting Entity will be guided further by the definition of the terms as set forth below:
- 1- "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- 2- "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 3- "coercive practice" means 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;
- 4- "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the

actions of another party.

5- "obstructive practice" is

(5-1) deliberate destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Contracting Entity investigation into allegations of a corrupt, fraudulent, coercive or collusive practice as per the relevant applicable Iraqi Laws; 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

(5-2) acts intended to significantly impede the exercise of the Contracting Entity's inspection and audit rights of instructions to bidders below.

(b) The contracting entity shall reject any proposal of 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) the Contracting Entity will sanction any party or its successor in accordance with the relevant applicable Iraqi Laws, including declaring them as ineligible, either indefinitely or for a stated period of time, to participate in Contracting Entity financed activities if at any time it is determined by the competent Iraqi authorities that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive, or obstructive practices in competing for, or in executing, a a contract-financed contract;

(d) The contracting Entity will have the right to require that a provision be included in Tender Documents and in contracts financed by the Contracting Entity, requiring bidders, contractors and consultants to permit the competent authorities 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 competent authorities in accordance with the relevant applicable Iraq Laws.

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 Contracting Entity related to matters of alleged fraud or corruption shall 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 the GCC Clause 1.1 (c.17). Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.3 above, without prejudice of other remedies that the Contracting Entity may take in accordance with the relevant applicable Iraqi Laws.

4. Eligibility

4.1 Except as provided in ITB Clauses 4.2 and 4.3, this bidding process is open to

(a) The same firms or joint ventures (without change in the partners of in the joint) of qualified or pre-qualified countries, in case the contract is pre-qualified for which the bidder documents have been issued.

(b) In the event that the contract (s) for which this tender document is issued are not pre-qualified, all private companies (including individuals) from eligible countries or state companies and the public sector or any combination of these bodies in the form of a coalition or partnership under an existing agreement Or, by notification of intent, confirming the intention to enter into a coalition or partnership.

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

4.2 Firms from a certain country may be excluded from bidding if:

(a) either: (1) The Republic of Iraq prohibits commercial relations with this country under the law or official instructions, or (2) that this company is punished by the competent authorities, or there are countries that do not have a license or a regional representative so they shall not be dealt with or training in them as indicated in the **BDS** .

(b) The State General Companies and public sector in the Republic of Iraq are eligible.

4.3 Staff of the Government and Public Sector cannot participate directly or

indirectly in Public Tenders.

4.4 Upon any reasonable request by the contracting entity, the bidders shall submit evidence that proves their continued legal capacity.

4.5 A bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) they have a common partner controlling their business ; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that allows them to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Entity regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 16.4. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subbidder in another bid or of a firm as a subbidder in more than one bid; or
- (f) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications and other documents to be used for the supply of the IT system subject to this bid.
- (g) a bidder or any of its affiliates has been hired (or is proposed to be hired) by the Contracting Entity as Project Manager for the contract.

5. Eligible Goods and Services

5.1 For the purposes of these Tender Documents, the IT system means all:

- (a) the required information technologies, including all information supply and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and operate under the Contract, in addition 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 IT system to be provided by the winning Bidder and as specified in the Contract.

5.2 IT system to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such IT system. An IT system is produced in a certain country when it is done on the land of that country, that the country of origin of IT systems is the country in which IT systems were manufactured and that are commercially and fundamentally different from the country of origin of its components (in the basic characteristics, purpose and use), through Software development, manufacturing, critical assembly and balancing processes, or component combinations.

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country from which the IT system and its goods components are produced or from which the related services are supplied. A Bidder shall be considered a holder of the nationality of a country if the company's headquarters are established in that country in accordance with its laws.

6. Qualifications of the Bidder

6.1 By submission of documentary evidence (including, but not limited to, the forms specified under Section IV - Bidding Forms) in its bid, the Bidder shall establish to the Contracting Entity's satisfaction:

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

For the purposes of establishing a Bidder's qualifications, the experience and/or resources of any Subbidder will not contribute to the Bidder's

qualifications; only those of a Joint Venture partner will be considered.

- (b) that, in the case of a Bidder offering to supply those key goods components of the IT system identified in the **BDS** under the Contract that the Bidder did not itself manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply those components in the Contracting Iraq ; and
- (c) that, in the case of a Bidder not doing business within IRAQ, the Bidder is or will be (if awarded the Contract) represented by an Agent in IRAQ 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 tender shall be signed so that it is 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 it is solely his responsibility to implement the entire contract including the payments;
- (d) the partner or combination of partners that are responsible for a specific component(s) of the IT system shall fulfill the relevant minimum qualification criteria for that system;
- (e) a firm may submit bids either as a single Bidder on its own, or as a partner in one Joint Venture submitting bids in response to these Tender Documents. Furthermore, a firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subbidder in other bids, except for the supply of commercially available hardware or software manufactured or produced by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. 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. In case of inapplicability of these terms on the bidder (as single bidder or partner in joint

venture) it is suggested to identify this firm as subbidder in any bids. If the BDS for ITB 28.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.2 (e) apply only to bids for the same Subsystem(s), lot(s), or slice(s);

- (f) all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a winning 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 Subbidder, including vendors, for each of those items and shall be responsible for ensuring that any Subbidder proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the IT system to be provided by the Subbidder comply with the requirements of ITB Clause 5 and the related evidence required by ITB Clause 13.1 (e) (3) is submitted. Bidders are free to list more than one Subbidder against each item. Quoted rates and prices will be deemed to apply, whichever Subbidder is appointed, and no amendment of the rates or prices will be permitted. The Contracting Entity reserves the right to delete any proposed Subbidder from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subbidders from Appendix 3 to the Contract Agreement, which shall list the approved Subbidders for each item.the. Subsequent additions and deletions from the list of approved Subbidders 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 Tender Documents, a Subbidder is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the IT 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.).

If the bidder is a public company (a state and public sector company in Iraq), he shall obtain the prior written approval of the contracting entity before contracting with secondary bidders. It is prohibited for public companies to contract with secondary bidders to implement the entire contract.

7. Cost of Bid

7.1 The Bidder shall bear all costs associated with the preparation and submission of the bid, and the Contracting Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Site Visit

8.1 The Bidder may wish to visit and examine the site (s) of the IT system and obtain for himself, at his 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 Contracting Entity will arrange for the Bidder and any of their personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Contracting Entity a prior adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Contracting Entity may organize a site visit or visits concurrently with the pre-bid submission, 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. TENDER DOCUMENT

9. Content of Tender Documents

9.1 The contents of the Tender Document are listed below and shall 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	Evaluation and Qualification Criteria
Section IV	Bidding Forms
Section V	Technical Requirements (including Implementation
Section VI	General Conditions of Contract (GCC)
Section VII	Special Conditions of Contract (SCC)
Section VIII	Contract Forms

9.2 Bidders shall study all instructions, documents, conditions, specifications and other information included in the tender document or does not respond to the responsibility of the contractor (including the risks) and may lead to the rejection of the bid.

9.3 The Letter of invitation is not formally part of the Tender Documents and is included in the BDS.

10. Clarifications of the tender document and pre-bidding conference

10.1 A potential Bidder requiring any clarification of the Tender Documents may be contacted by electronic mail, telex, or facsimile) at the Contracting Entity. An important provision in the documents will be unacceptable, such an issue shall be referred to any request for clarification or amendment of the Tender Documents received in writing as prescribed by the Contracting Entity. Copies of the Contracting Entity's response to such requests shall be sent to all potential Bidders that received the Tender Documents from the Contracting Entity.

10.2 If the BDS specifies that, the contracting entity will invite the bidders to a conference in the BDS. The purpose of this conference was to clarify inquiries and answer questions. Bidders shall have in writing to reach the contracting entity within a period of not less than one week.

The contracting entity will distribute the questions and answers according to the BDS. The contracting entity sends copies of the conference minutes, including the questions and answers, to all bidders who have submitted questions.

If any amendment to the tender document documents specified in Article 9.1 is required after the conference, the contracting entity will exclusively issue an amendment supplement through the conference minutes.

11. Amendments of Tender Documents

11.1 At any time prior to the deadline for submission of bids, the Contracting Entity may issue amendments on the same subject amend or replace earlier ones.

11.2 Addendums will be sent in writing to all potential Bidders that received the Tender Documents. In the event of an extension of the deadline for bid submission, the Contracting Entity shall advertise the extension. Addendums will be binding on Bidders.

- 11.3 In order to afford potential Bidders reasonable time in which to take the amend discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

- 12. Language of Bid** 12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Contracting Entity shall be written in the language specified **in the BDS**, provided that any printed literature submitted by the Bidder as part of its bid may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

- 13. Documents Comprising the Bid** 13.1 The bid shall include the following:
- (a) Bid Submission Form;
 - (b) all Price Schedules duly completed in accordance with ITB Clauses 14, 15, and 18;
 - (c) Bid Guarantee submitted in accordance with ITB Clause 17;
 - (d) written and valid confirmation authorizing the signatory of the bid to commit the Bidder, as indicated in the **BDS** and in accordance with ITB Clause 19.2;
 - (e) Enclosures:
 - (1) Enclosure 1: Bidder's Eligibility

In the absence of pre-qualification, documents establishing the Bidder's eligibility to bid;
 - (2) Enclosure 2: Bidder's Qualifications

Documentary evidence establishing, in accordance with ITB Clause 6, that the is qualified to perform the Contract if its bid is accepted;

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

(3) Enclosure 3: Eligibility of Goods and relevant Services

Documents establishing that the Goods and Services components of the IT system to be supplied, installed, and/or performed by the Bidder are eligible as defined under ITB Clause 5. If awarded the Contract, the Bidder shall submit for such components of the IT system evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment and approved by the competent Iraqi authorities in the country of origin;

(4) Enclosure 4: Conformity of the IT system to the Tender Documents

Documentary evidence establishing, in accordance with ITB Clause 16, that the Goods and Services components of the IT system to be supplied, installed, and/or performed by the Bidder conform to the Tender Documents;

(5) Enclosure 5: Proposed Subbidders

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

(6) Enclosure 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, or Application Software; and
 - (B) Standard or Custom Software.
- (2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid.
- (7) Enclosure 7: Bidder's voucher of purchasing the Tender Document.
- (8) Any other required document shall be specified **in the BDS**.

14. Bid Prices 14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section IV (Forms 2.5 and 2.6), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the IT system, shall be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices shall be quoted in accordance with the instructions

provided in Section IV 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 IV shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an amendment to the bid price will be made during evaluation in accordance with ITB Clause 28.6 (c) (3).
- 14.3 Unit prices shall be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VI, and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 14.4 The prices for Goods components of the System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of International Chamber of Commerce specified **in the BDS**, and quoted in the appropriate columns of the cost tables of Section IV as specified **in the BDS** and in accordance with the below provisions:
- (1) In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (2) Inland transportation: Unless stated otherwise **in the BDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites shall be quoted separately as a Service item in accordance with ITB Clause 14.5, whether the Goods are to be supplied locally or from outside the Contracting Entity's country, except when these costs are already included in the price of the Goods, as requested.
- 14.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices). The prices shall include all costs incidental to the performance of the Services, as incurred by the Bidder, such as travel, subsistence, office support, communications, translation, printing of materials, etc and as indicated **in the BDS**. Costs incidental to the delivery of the Services but incurred by the Contracting Entity or its staff, or by third

parties, shall be included in the price only to the extent such obligations are made explicit in these Tender Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

Whenever training services are required, the same shall be priced independently and shall be inclusive of all travel-related expenditure in case the training will be held abroad.

14.6 Prices for Recurrent Costs to be incurred during the Warranty Period and during the Post-Warranty Period shall be quoted as Service prices in accordance with ITB Clause 14.5 on the Recurrent Costs Forms. 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 amendment will be rejected.

15. Bid Currencies

15.1 Prices shall be quoted in the in the currency(ies) specified **in the BDS**.

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

16.1 Pursuant to ITB Clause 13.1 (e) (iv), the Bidder shall submit, as part of its bid, documents establishing the conformity to the Tender Documents of the IT system that the Bidder proposes to supply and install under the Contract.

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

- (a) the Bidder's technical bid;
- (b) an item-by-item commentary on the Contracting Entity's Technical Requirements, demonstrating the substantial responsiveness of the IT system offered to those requirements. 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 Initial 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 shall include a detailed Contract Implementation Schedule in bar chart form. The Initial Project Plan shall also address any other topics specified **in the BDS**;
- (d) a written confirmation that the Bidder accepts responsibility for the winning integration and inter-operability of all components of the IT system as required by the Tender Documents.

16.3 Unless otherwise specified **in the BDS**, references to brand names or model numbers or national or proprietary standards designated by the Contracting Entity 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 Contracting Entity's satisfaction that the use of the substitute(s) will result in the IT system being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

16.4 If alternative bids are permitted, **the BDS** will specify so and the details concerning their evaluation.

17. Bid Guarantee

17.1 The Bidder shall submit as part of its bid, a Bid Guarantee as specified **in the BDS**.

17.2 Pursuant to ITB Clause 17.1, the Bid Guarantee shall:

If the bid guarantee is requested under the instructions to bidders, it shall be subjected to immediate payment on the basis of a written order from the employer and in one of the following formats chosen by the bidder:

- a- Unconditional bank guarantee from an accredited bank.
- b- A certified instrument issued by an accredited bank.
- c- Any other formula referred to in the BDS.

It shall be issued by a banking institution with an accredited reputation and from an eligible country, and if the institution that issued the bank guarantee

is located outside the country of the employer, it shall have a correspondent banking institution in the country of the employer to activate the guarantee. The forms specified in the fourth section can be approved within the tender documents. Or any formula agreed upon with the employer before submitting the bid, and whatever the agreed upon formula shall include the name of the bidder and be in effect for a period of (28) days after the date of the original date of the bid's enforcement or after the date of the bid entry into force if requested under the instructions to bidders.

17.3 The Bid Guarantee of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture. If the Joint Venture has not been legally constituted into a legally enforceable Joint Venture at the time of bidding, the Bid Guarantee shall be in the names of all future partners as named in the letter of intent referred to in ITB Clause 4.1

17.4 If a Bid Guarantee is required in accordance with ITB Clause 17.1, any bid not accompanied by a substantially acceptable Bid Guarantee in accordance with ITB Clauses 17.2 and 17.3, shall be rejected by the Contracting Entity as non-responsive.

17.5 The bid securities of unwinning Bidders will be returned as promptly as possible, and right after the signature of the Contract by the winning Bidder and his provision of an acceptable Performance Guarantee.

Nevertheless, the Contracting Entity, at its own discretion, may release the Bid Securities of the unwinning Bidders that are unlikely to be awarded the Contract before the end of the Bid Validity and after the referral recommendation has been made. In such a case, the Bid Securities of the top three (3) Bidders shall be maintained for referral procedures.

17.6 The Bid Guarantee of the winning Bidder will be returned when the Bidder has signed the Agreement and submitted the required Performance Guarantee.

17.7 The Bid Guarantee (when applicable) may be forfeited and administrative penalties specified **in the BDS** may be applied:

(a) if

(1) The bidder did not accept correcting the arithmetic errors in his bid (if any),

which was conducted by the contracting entity in accordance with ITB Clause 26.2 of instructions to bidders.

(2) The bidder has filed a complaint or appeal as per instructions to bidders Clause 39 and was found by the competent authorities in accordance with relevant applicable Iraqi Laws to have caused damages resulting from delaying the contract signature for false or unjustified reasons- in which case the amount recovered from the guarantee will be limited to the amount of damages determined by the competent authorities.

(b) in the case of the winning Bidder, if the Bidder fails to:

(1) sign the Contract in accordance with ITB Clause 36; or

(2) submit good performance guarantee in accordance with ITB Clause 37.

**18. Bid
Validity
Period**

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 Contracting Entity, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Contracting Entity as non-responsive.

18.2 In exceptional circumstances, prior to expiry of the bid validity period, the Contracting Entity 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 for extension without forfeiting its Bid Guarantee. A Bidder agreeing to the request will not be required or permitted to amend its bid, but will be required to extend the validity of its Bid Guarantee correspondingly, pursuant to ITB Clause 17.2 (f).

**19. Bid
Form and
Signature**

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

19.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization shall be in writing and included in the bid pursuant to ITB Clause 13.1 (d). The name and Job Title held by each person signing the

authorization shall be typed or printed below the signature. The Bidder has to ensure the signature of the Bid Submission Form and of every page of the Price Schedules and the attached documents to the Bid by the authorized person signing the Bid. Noting that all pages of the bid, except for unamended printed literature, shall be initialed by the authorized 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 authorized person or persons signing the bid.

19.4 The Bidder shall submit in the Bid Submission Form information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this supply and to the execution of the Contract in case the Bidder be succeeded.

D. BID SUBMISSION

20.
Initialing
and sealing
the bids

20.1 The Contractor shall insert the original bid and each copy thereof in separate and sealed envelopes, marking clearly the envelopes with “Original” and “Copy No. (Number)”. These envelopes are placed in a sealed outer envelope.

20.2 The inner and outer envelopes shall:

- (A) Be addressed to the Contracting Entity at the address specified in the Bid Data Sheet (BDS), and sealed by the contractor’s seal,
- (B) Have the name and number of the tender and the name of the contract (or contracts), as specified in the Bid Data Sheet (BDS) of Instructions to Bidders Instructions to Bidders (ITB) Clause 2. 1, and
- (C) Be marked with the phrase "Not open before (the time and date)", to be completed by the time and date specified in the Bid Data Sheet (BDS) of Instructions to Bidders (ITB) Clause 1. 24.

20.3 The internal envelopes shall also be marked with the name and address of the contractor, so that the Contracting Entity can return it without opening it in case the tender arrived "late".

20.4 If the outer envelope is not sealed and initialed as indicated in the abovementioned Instructions to Bidders (ITB) Clause 20.2, then the Contracting Entity will not be responsible for losing the bid or opening it before the bid opening date.

21.
Deadline for
Closing the

21.1 Bidding shall be received by the Contracting Entity at the address specified in Instructions to Bidders (ITB) Clause 20.2 of the Bid Data Sheet (BDS) within a period not exceeding the time and the date specified in the Bid Sheet, in

Tender accordance with a receipt issued by the Contracting Entity for each bidder whose bid was received. The Contracting Entity maintains a copy as a reference.

21.2 The Contracting Entity may, in its sole discretion, extend the deadline for closing the tender by amending the tender document in accordance with Instructions to Bidders (ITB) Clause 11.3; In this case, all the rights and duties of the Contracting Entity and the bidders extend in accordance with the new deadline.

21.3 No information may be given to any non-competent entity concerning the names, addresses or agents of the bidders in order to maintain the confidentiality of the procedures during the announcement period.

22. Late Bids 22.1 Any bid received by the Contracting Entity after the deadline for closing the tender specified Instructions to Bidders (ITB) Clause 21 to the Bidders and in the Bid Data Sheet (BDS) will be rejected, and it will be returned closed to the bidder.

23. Bids Amendment or Withdrawal 23.1 The bidder may amend, replace or withdraw his bid after submitting it and before the deadline for closing of the tender, provided that he submits to the Contracting Entity a written notice of amendment, replacement or withdrawal, signed by the representative who is authorized for signature alongside with an effective signed authorization.

23.2 The contractor shall prepare any amendment or replacement of his tender and place it in a sealed and initialed envelope in accordance with assets and shall include an effective signed authorization, and send it to the Contracting Entity according to the following:

(A) The contractor shall submit an original copy with the number of copies specified in the Bid Data Sheet (BDS) of Instructions to Bidders (ITB) Clause 19.1, for any amendment or replacement of his bid, in two envelopes written / clearly marked in this way with: "Bid Amendments – The Original" and "Bid Amendments – The Copies", or "Bid Replacement –The Original" and "Bid Replacement - The Copies" in accordance with the case. The envelopes shall be enclosed within an explicitly marked outer envelope: "Bid Amendment Notice" or "Bid Replacement Notice".

(B) Other provisions related to initialing and sending the Bid Amendment or Replacement, shall be made in accordance with Clauses 20.2, 20.3 and 20.4 of the Instructions To Bidders (ITB).

23.3 The contractor looking forward to withdrawing his tender shall notify the Contracting Entity in writing of this before the deadline set for closing the tender. The notice of the Withdrawal shall include a valid signed authorization, and it shall:

(A) Be addressed to the Contracting Entity at the address specified in the Bid Data Sheet (BDS) of (a) Instructions to Bidders (ITB) Clause 20.2, and

(B) Clearly indicate the name of the contract, the name and reference of the invitation letter and the phrase: "Notice of Withdrawal of bid." Any Notice of

Withdrawal of a Tender received by the Contracting Entity after the deadline for closing the tender will be ignored and the tender submitted first (subject of the Withdrawal Notice) will be approved.

23.4 It is not permissible to withdraw, replace or amend any bid during the period following the deadline for closing the tender until the end of the period for the effectiveness of the bid specified in Clause 18 of Instructions to Bidders (ITB). Withdrawal of the Bid during this period may - among other procedures - lead to the forfeiture of the bid guarantee in accordance with Clause 17.7 of the Instructions to Bidders ITB.

E. OPENING AND EVALUATION OF BIDS

24.
Opening of
Bids by the
Contracting
Entity

24.1 The Contracting Entity will open all bids, including withdrawals, substitutions, and amendments, in public, in the presence of Bidders or their representatives (authorized) who choose to attend, at the time, on the date and at the place specified **in the BDS**.

24.2 Envelopes marked as withdrawal shall be opened and read out first, and the inner envelope(s) of the bid as well as the inner envelope(s), if any, marked as amendments for the same bid, shall not be opened. No withdrawal shall be permitted to a bidder unless the withdrawal notice is read out openly.. No bid substitution shall be permitted unless it is read out at bid opening. The substituting bid shall be opened and read out at bid opening while the original Bid is returned unopened to the Bidder. Envelopes marked as amendments shall be read out and opened together with the tsubmitted and modified bid..

24.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a amendment; 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 Guarantee, if one was required; the presence or absence of requisite powers of attorney; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Contracting Entity may consider appropriate.

24.4 Bids and amendments that are not opened and read out at bid opening shall

not be considered for further evaluation, irrespective of the circumstances. Only discounts and alternative bids shall be read out at bid opening and shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids.

24.5 All pages of the original of each Bid shall be sealed with the bid opening committee seal and the bid opening committee members shall sign on all pages of the price schedules of the original of each Bid.

24.6 The Contracting Entity shall prepare a record of the bid opening that shall include, as a minimum the information stated above in ITB Clause 24.3 in addition to:

- the envelopes with seal;
- the Bid Price, per each part if any, including any discounts, conditional pricing or discounts based on other Bids;
- inserting clear mark pointing of any alteration, erasure, correction made by the Bidder on the prices list and slashing un-priced items with horizontal lines); with signature of director and members of opening committee.
- Bidder's signature of the Bid Submission Form and other attached Bid Forms and on every page of the price lists;
- number of pages for each Bid;
- any other relevant remarks and restrictive made by the Bidder on the Bid;
- any other by the committee regarding any attachments to the bid.

All Bid's content and Enclosures will be initialed by the Bids Opening Committee seal. The Bidders' representatives who are present to sign the record with the right to add any comment on the performance of the Committee. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time upon their written request. .

24.7 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting Entity's bill board while stating that these are to be analyzed and verified further.

24.8 The Bids will be referred by an official report to the Bids Evaluation Committee for further analysis and evaluation. The Contracting Entity will be notified accordingly and will maintain the original Bids at its premises.

25.
Clarification of Bids

25.1 The Contracting Entity may, at its discretion, ask the Bidder for a clarification of its bid During the bid evaluation. 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.
Initial Examination of Bids

26.1 The Contracting Entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been submitted, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a pre-qualification process has been undertaken for the Contract(s) for which these Tender Documents have been issued, the Contracting entity will ensure that each bid is from a pre-qualified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

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 subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its Bid Guarantee shall be forfeited.

26.3 The Contracting Entity 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 Contracting Entity will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, Conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception,

objection, conditionality, or reservation is one:

- (1) that limits in any substantial way the scope, quality, or performance of the IT system; or
- (2) that limits, in any substantial way that is inconsistent with the Tender Documents, the Contracting Entity's rights or the winning Bidder's obligations under the Contract; or
- (3) the acceptance of which would unfairly affect the competitive Job Title of other Bidders who have submitted substantially responsive bids.

26.5 If a bid is not substantially responsive, it will be rejected by the Contracting Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Contracting Entity's determination of bid responsiveness will

27.
Conversion
to Single
Currency

27.1 For evaluation and comparison purposes, the Contracting Entity 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
Compariso
n of Bids

28.1 The Contracting Entity 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 IT 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.

The bids may contain discounts and is considered only during financial analysis; such discounts will only be considered in the price evaluation if so confirmed in the BDS. The discount shall be offered on or before the deadline for submission of Bids. Any bid holding a conditional discount based on other Bids shall be considered as non-responsive and shall be rejected.

28.2 To be considered for Contract award, Bidders shall 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 IT system in substantially the full required quantities for the entire IT system or, if allowed in the BDS for ITB Clause 28.1, the individual Subsystem, lot or slice bid on; and are deemed by the Contracting Entity as commercially and technically responsive; and
- (b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having winningly passed the performance, benchmark, and/or functionality tests the Contracting Entity may require, pursuant to ITB Clause 31.2.

28.3 The Contracting Entity'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 Contracting Entity'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

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

X = weight for the Price as specified **in the BDS**

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

Contract in accordance with ITB Clause 31 (Subsequent qualification).

28.5 If, in addition to the cost factors, the Contracting Entity 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:

- (1) Performance, capacity, or functionality features.
- (2) Usability features.
- (3) The quality of the Bidder's Initial Project Plan.

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

- (1) The technical features that reflect how well the IT system fulfills the Contracting Entity's Business Requirements.
- (2) The technical features that reflect how well the IT system fulfills the System's Functional Performance Standards.
- (3) The technical features that reflect how well the IT system fulfills 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 standards and features amenable to an objective way of rating, or :
- if the feature or standards represents a desirable feature of functionality or a

quality shall increase the prospects for a winning implementation, the cases from (1) to (4) shall represent as follows,

- (1) The feature exists but has some limitations,
 - (2) the feature exists and matches the requirements,
 - (3) The feature exists and bypasses the requirements by a simple margin, and
 - (4) The feature is extensively overlooked.
- (e) The score for each feature (1) 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:

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

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

k = the number of scored features in category “j”

and

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

where:

S_j = the Category Technical Score of category “j”

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

n = the number of categories

and

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

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

- (a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside IRAQ, 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 amendments for:
- (1) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed or advanced completion of the entire IT system, if permitted **in the BDS** and provided they do not exceed the maximum permissible advance or delay period specified **in the BDS**. For evaluation purposes, a pro rata increase or decrease of the total bid price will be added or subtracted using the percentage(s) specified **in the BDS** for each week of delay or advance. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.
 - (2) Deviations taken to the Contract payment schedule specified **in the SCC**. If deviations are permitted **in the BDS**, the total bid price will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the Tender Documents, at the annual interest rate specified **in the BDS**.
 - (3) Goods and Services that are required for the IT system but have been left out or are necessary to correct minor deviations of the bid will be added to the total bid price using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
 - (4) Corrections to errors in arithmetic, in accordance with ITB Clause 26.2.
 - (5) 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.

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

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

**29. Domes
tic
Preferen
ce** 29.1 Unless otherwise specified **in the BDS**, the Contracting Entity will grant a margin of preference for use of domestic Information Technologies and related Goods. Under this preference, the price of Goods supplied from outside the Contracting Entity’s Country shall be increased by the indicated percent of preference.

29.2 Bidders will not be permitted or required to amend the source of any hardware, Software, related equipment, Materials, products, or other Goods, as well as related Services after bid opening.

**30. Contacti
ng the
Contract
ing
Entity** 30.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Entity on any matter related to the bid, it shall do so in writing at the address specified under ITB 10.1.

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

F. SUBSEQUENT QUALIFICATION AND AWARD OF CONTRACT

31. Subsequent 31.1 The Contracting Entity will determine at its own cost and to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated

qualification
n

Bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a pre-qualification process was undertaken for the Contract(s) for which these Tender Documents were issued, the Contracting Entity will determine that no material changes have occurred after the pre-qualification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

31.2 Pursuant to ITB Clauses 6 and 16, and as additionally may be specified in the BDS, the determination will evaluate those Bidder's capabilities the Contracting Entity deems necessary based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the Contracting Entity requires. 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 subsequent qualification the Contracting Entity may also carry out tests to determine that the performance or functionality of the IT system offered fulfills those stated in the Technical Requirements.

31.3 An affirmative subsequent qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Contracting Entity will proceed to the following 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 Contracting Entity 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.

32.2 Before the award, the Contracting Entity shall verify the authenticity of substantial forms provided in the Bid of the winning Bidder notably the Bid Guarantee.

33.
Contracting
Entity's

33.1 The Contracting Entity reserves the right at the time of Contract award or within such other extended time agreed by both parties to increase or decrease, by the percentage(s) indicated **in the BDS**, any of the following:

(a) the quantity of substantially identical Subsystems; or

Right to Amend Quantities upon contract award (b) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the IT 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. Contracting Entity's Right to Accept or reject all or any of the bids 34.1 The Contracting Entity is not bound to accept the lowest Bid. The Contracting Entity 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. In case of annulment, the Contracting Entity will refund to the bidders the Tender Document purchasing fee.

35. Notice of Award Decision 35.1 Prior to the expiration of the period of bid validity, the Contracting Entity will notify the winning Bidder in writing by registered letter, or by cable to be subsequently confirmed in writing by registered letter, that its bid has been accepted.

35.2 At the same time, the Contracting Entity shall also notify each unwinning Bidder and will discharge its Bid Guarantee, pursuant to ITB Clause 17. The Contracting Entity will simultaneously publish the results, in accordance with the relevant applicable Iraqi Laws, identifying the bid and lot numbers and the following information: (1) name of each Bidder who submitted a Bid; (2) bid prices as read out at Bid Opening; (3) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price and currency it offered, as well as the duration and summary scope of the contract.

35.3 The Contracting Entity shall promptly respond in writing to any unwinning Bidder who, after notice of award in accordance with ITB 35.2, requests in writing the grounds on which its bid was not selected.

35.4 The Contract shall effective and in force upon notice of award is issued.

36. Signing of Contract 36.1 Promptly and after lapse of the standstill period and settlement of Appeals as per ITB Clause 39 (if applicable), the Contracting Entity will send the winning Bidder the Form of Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties. The Contract has to be endorsed as indicated in the **BDS**.

36.2 As soon as practically possible, but no more than a period of fourteen (14) days following receipt of the Form of Contract Agreement, the winning Bidder shall sign and date the Form of Contract Agreement and return it to the Contracting Entity within a period of (29) days including warning period.

37. Good Performance Guarantee 37.1 The winning bidder shall provide a guarantee of good performance in accordance with the general Conditions of the contract, as soon as possible and within a period not exceeding 14 days (or 29 days in the event of objections about the contracting procedures in accordance with Article 39 of the instructions to the bidders) from the date of receiving the notice By awarding the award issued by the contracting entity, according to the form attached in the tender document, or according to any other model accepted by the contracting entity. State companies and the public sector are exempted from the obligation to provide a performance bond if the applicable and relevant rules and regulations in the Republic of Iraq grant these exceptions.

37.2 Upon the failure of the winning Bidder to comply with the requirements of ITB Clause 36 or ITB Clause 37.1, the Contracting Entity will send an official notice for the winning Bidder to sign the Contract and submit good performance guarantee within fifteen (15) days from receiving this notice, after which the Contracting Entity may annul the award and forfeit the Bid Guarantee, in which event the Contracting Entity may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

38. Broker for the settlement of agreed upon 38.1 Unless the BDS states otherwise, the Contracting Entity proposes that the person named **in the BDS** be appointed as an Agreed Dispute Settlement Broker under the Contract to assume the role of informal Contract dispute broker, as described in GCC Clause 6. In this case, a résumé of the named person is attached **to the BDS**.

The proposed hourly fee- if applicable- for the Broker is specified **in the BDS**.

disputes

The expenses that would be considered reimbursable to the Broker are also specified in the BDS.

If a Bidder does not accept the Dispute Settlement Broker proposed by the Contracting Entity, it shall state its non-acceptance in its Bid Submission Form and make a counterproposal of a Dispute Settlement Broker and an hourly fee, if applicable, attaching a résumé of the alternative. If the winning Bidder and the Broker nominated in the BDS happen to be from the same country, and this is not the country of the Contracting Entity too, the Contracting Entity reserves the right to cancel the Broker nominated in the BDS and propose a new one.

If by the day the Contract is signed, the Contracting Entity and the winning Bidder have not agreed on the appointment of the Broker, the Broker 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 a Dispute Settlement Broker

39.

**Complaints
and
Appeals**

The mechanism stipulated in the instructions for implementing government contracts in effect in Iraq is to be approved.

SECTION II. BID DATA SHEET (BDS)

Bid No. []
Contracting Entity []

SECTION II. BID DATA SHEET (BDS)

BDS

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

A.General

ITB	Bidding data
1.1	Name of Contracting Entity:[insert: name of Contracting Entity] Description of the System for which bids are invited: [insert: brief description of the System] { <u>Note: The description used in the Letter of invitation / Specific Supply Notice shall be used.</u> }
ITB 1.2	Name of IFB: [insert: name of IFB] Number of IFB: [insert: number of IFB] Name of resulting Contract(s): [insert: name of Contract(s)]
ITB 2.1	Source of Fund for this Contract[s]: [insert: Source of Funding] [Specify the year of the Federal Budget as endorsed by competent authorities with the reference number] for [name of Contracting Entity]
ITB 4.2 (a)	The List of disqualified bidders is available on the following website address: [insert: the relevant website address/addresses of the Contracting Entity and that of the Ministry of Planning Directorate of General Government Contracts].
ITB 6.1 (a)	Qualification requirements for Bidders are: [As appropriate, specify: quantifiable qualification criteria for experience and/or financial viability].

Bid No. []

Contracting Entity []

	<p>{Note: <u>If bids for individual lots, slices, or Subsystems are permitted, the qualification criteria for each lot, slice, or Subsystem shall be given separately.</u></p> <p><u>In case a pre-qualification process has been undertaken, the qualification criteria stated here shall be the same criteria established in the pre-qualification.</u></p> <p>In case the requirements set above require bidders to provide additional forms, other than the ones listed under part 5 of Section IV – Bidding Forms, please insert templates of such additional forms under that part.}</p>
<p>ITB 6.1 (b)</p>	<p>Manufacturer's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures - are required for the following types/categories:</p> <p>[specify, for example: “none” / “all” / “all active (i.e. powered) equipment and all software”]</p>

B. TENDER DOCUMENTS

<p>ITB 10.1</p>	<p>Contracting Entity’s address: [insert: Contracting Entity’s address, telephone, facsimile numbers, and e-mail address if any; also specify a responsible contact person or officer to whom bidder correspondence shall be addressed]</p>
<p>ITB 10.2</p>	<p>Date, time, and place for the pre-bid submission: [if no pre-bid submission is planned, state “none,” otherwise insert: date(s), time(s), and place(s) at least 7 days before the deadline for bid submission]</p> <p>{Note: <u>It may be difficult for the Contracting Entities to describe perfectly their IT system requirements. Therefore, it is strongly recommended that a pre-bid submission is set up for all major IT systems supply well ahead of the Bid Submission Date. }</u></p>

C. PREPARATION OF BIDS

<p>ITB 12.1</p>	<p>The language of all correspondence and documents related to the bid is: [select one</p>
------------------------	--

Bid No. []
 Contracting Entity []

	<p>language or combination: Arabic or Kurdish or English]. Unless explicitly specified otherwise in the Technical Requirements section, the key passages of all accompanying printed literature in any other language shall be translated into the above language.</p> <p>[If more than one language is adopted, state: “Bidders are permitted to submit their bids in any of the above languages. However, Bidders shall not submit bids in more than one language”.]</p>
<p>ITB 13.1 (d)</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney issued by the Bidder and dated no more than three (3) months or Company Registration Form (Certificate of establishment showing the authorized signatory).</p>
<p>ITB 13.1 (e) (viii)</p>	<p>[If training is required, insert: “The Training Program shall be explicitly elaborated specifying topics, durations, schedules, locations, number of trainees, etc... If the training venue is outside IRAQ, the Bidder shall provide relevant justifications.”]</p> <p>[insert: any additional documents required as part of the Bid or state: “not applicable”]</p>
<p>14.4</p>	<p>a) For Goods supplied from outside IRAQ:</p> <ol style="list-style-type: none"> 1- The prices shall be quoted on a [specify: CIP, DDP, DAP, etc... (named place of destination)] basis; 2- The prices shall [state: include or exclude] all taxes, stamps, duties, levies, and fees applicable in IRAQ. 3- The prices shall [state: include or exclude] custom duties; 4- The prices shall [state: include or exclude] VAT or any sales taxes; 5- [specify: any special instructions for the contract of carriage]. <p>b) For Locally supplied Goods:</p> <ol style="list-style-type: none"> 1. The prices shall be quoted on a [specify: EXW, DAP, DDP, etc...(named place)] basis; 2. The prices shall [state: include or exclude] all taxes, stamps, duties, levies, and fees applicable in IRAQ. 3. The prices shall [state: include or exclude] custom duties;

	<p>4. The prices shall [state: include or exclude] VAT or any sales taxes;</p> <p>5. [specify: any special instructions for the contract of carriage].</p> <p>c) The INCOTERMS edition is “[insert the year] — issued by the International Chamber of Commerce -ICC for Official Rules for the Interpretation of Trade Terms”.</p> <p>{Note: For the current version of Incoterms consult the ICC web site at http://www.iccwbo.org/index_incoterms.as</p>
<p>ITB 14.4 (b)</p>	<p>{<u>In general, there is no need to specify provisions in the BDS in addition to what is specified in this article in the instructions to bidders.</u> Otherwise, enter the following as modified according to the need: The Contracting Entity bears responsibility, including transportation risks, for internal transportation to the project sites at its expense, for the goods [if any: the following]}</p>
<p>ITB 14.5</p>	<p>{<u>In general, there is no need to specify provisions in the BDS in addition to what is specified in this article in the instructions to bidders.</u> Otherwise: specify any incidental expenses related to the provision of services that will be incurred by the contractor, and that the Contracting Entity will pay its costs against receipts, or that will be funded from outside this contract and therefore outside the bid value. }</p>
<p>ITB 14.7</p>	<p>Prices quoted by the Bidder shall be [state: “fixed,” or, if a price amendment mechanism is required, for example, for Recurrent Costs, then specify the exact formula that will be applied, including the nature of the indicators to be used, according to the special procedures and controls issued by the Ministry of Planning in this regard].</p> <p>{<u>Note:</u> In the supplying processes of IT systems, the need for price amendment is typically restricted to future labor costs for technical support and similar services. In such cases, a relevant price index linked to Information Technology labor costs shall be used as adopted reference in the amendment. }</p>
<p>ITB 15.1</p>	<p>The currency(ies) of the bid shall be as follows:</p> <p>[Choose just one of the following options below:</p> <p>Option A (Bidders shall quote entirely in Iraqi Dinar): The unit rates and the prices shall be quoted by the Bidder in the Schedules, entirely in Iraqi Dinar.</p>

	<p>OR</p> <p>Option B (Bidders are allowed to quote in local and foreign currencies):</p> <p>The unit rates and prices shall be quoted by the Bidder in the Schedules separately in the following currencies:</p> <p>(1) for those items to be supplied from IRAQ, in Iraqi Dinar; and</p> <p>(2) for those items to be supplied from outside IRAQ, (referred to as “the foreign currency items”), in up to any three currencies of any eligible country, provided that the currency(ies) selected by the Bidder shall be from the list of currencies for which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.]</p>
<p>ITB 16.2</p> <p>(c)</p>	<p>In addition to the topics described in ITB Clause 16.2 (c), the Initial Project Plan shall address the following topics:</p> <p>[as appropriate, list additional topics for the Initial Project Plan (or reference the outline in the SCC and/or Technical Requirements), otherwise, state “none”]</p> <p><u>{Note: Careful attention shall be given to this item of the BDS. IT system contract performance is winning only when it is well planned and organized. The quality of a Bidder’s Initial Project Plan and the people it offers to carry out its contract management, technical, and other services are key indicators of success.}</u></p>
<p>ITB 16.3</p>	<p>In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: [as appropriate, state “none” or list brand-name items and references to the Technical Requirements where the items are detailed].</p>
<p>ITB 16.4</p>	<p>[If alternative bids are NOT permitted, state: “Alternative or Variant Solutions are not allowed”;</p> <p>otherwise, specify the following:</p> <ul style="list-style-type: none"> - the items to which alternative/variant solutions may be proposed; - whether a variant solution may be provided without a compliant solution or otherwise; - the subject, limits and basic Conditions applicable to variants and the minimum

	<p>Conditions that shall be met;</p> <ul style="list-style-type: none"> - the mode of submittal of variants (within same inner envelope or in a separate envelope); - the mode of evaluation of variants; and - other Conditions as may be necessary.]
<p>ITB 17.1</p>	<p>A Bid Guarantee will be required [insert when applicable except for the following additional Conditions delete whichever condition that does not apply:</p> <p>1- In accordance with the Order of the Coalition Provisional Authority (dissolved) No. 87 of 2004 or any law that replaces it and the instructions for implementing government contracts in force, (public companies of the state and the public sector (shall, shall not) be exempted from providing bid guarantees;</p> <p>and/or</p> <p>2- The Contracting Entity has decided not to ask for Bid Securities from the Decent Firms in accordance with the Iraqi applicable laws and regulations;]</p> <p>The amount of the Bid Guarantee shall achieve the percentage of [insert % - % of the Bid Tender estimated cost] or its equivalent in a convertible currency.</p> <p>{Note: In the case of Tender Documents covering multiple lots, a Bid Guarantee shall be specified as representing no less than the total of the required Bid Guarantee amounts per each lot, or no less than “x” percent of the total bid price for all lots, as covered by the bid. }</p>
<p>ITB 17.2</p>	<p>In case of breach, the contracting entity will, without prejudice to any other measures, inform the Ministry of Planning to take the necessary measures (including suspending its participation in other tenders or including its name on the black list), in accordance with the Iraqi laws in effect.</p>
<p>ITB 18.1</p>	<p>The bid validity period shall be [insert: number (X)] days after the deadline for bid submission, as specified below in reference to ITB Clause 21. Accordingly, each bid shall be valid through [insert: the actual date-day and time- of the expiration of the bid validity period (i.e., the date that happens to be X days after the date of bid opening)].</p> <p>{Note: The bid validity period shall be sufficient to permit completion of the</p>

Bid No. []

Contracting Entity []

	<p>evaluation, review of the recommended award by the management of the Contracting Entity, and issuance of the notice of award. In most cases for straightforward IT systems. }</p> <p>[If a Bid Guarantee is required pursuant to ITB Clause 17.1, add: Accordingly, and pursuant to ITB Clause 17.2 (f), a bid with a Bid Guarantee that expires before [insert: the actual date of the expiration of the Bid Guarantee, i.e., twenty-eight (29) days after the end of the bid validity period] shall be rejected as non-responsive.]</p>
ITB 19.1	Required number of bid copies, besides the original: [insert: number (X) of copies]

D. SUBMISSION OF BIDS

<p>ITB 20.2</p> <p>(a)</p>	<p>The address for bid submission is: []</p> <p>Name : [insert: name of the person in charge of receiving the Bids].</p> <p>Street Address: [insert]</p> <p>Building and Floor/Room number: [insert]</p> <p>City: [insert]</p> <p>B.O . BOX: [insert]</p> <p>Country: [insert]</p> <p>Telephone No: [insert]</p>
ITB 21.1	<p>Deadline for bid submission is: [insert: date and time].</p> <p>{Note: <u>The bid closing date is generally 10 to 60 days from the date of publication of the latest announcement, depending on the value, scope, and/or complexity of the System. }</u></p>

E. OPENING AND EVALUATION OF BIDS

ITB 24.1	<p>Time, date, and place for bid opening are: [insert: time, date, and place].</p> <p><u>{Note: The date for the bid opening shall be the same as specified for the bid submission deadline, and the time shall be shortly thereafter, to minimize possible complaints regarding insecure storage. In exceptional circumstances and where the Bid Opening cannot be held at the same time of the Bid Submission date and upon the approval of the Contracting entity, the Bid Submission date may be set in the morning of the next working day in compliance with the relevant applicable Iraqi Laws }</u></p>
ITB 27.1	<p>[Insert: “Not Applicable” if Option A is retained for ITB 15.1]</p> <p>[Insert the following only if Option B is retained for ITB 15.1: The currency(ies) of the Bid shall be converted into a single currency as follows:</p> <p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is the Iraqi Dinar.</p> <p>The source of exchange rate shall be: [Insert: name of the source of exchange rates (e.g., the Central Bank of IRAQ).]</p> <p>The adopted date for the exchange rate shall be: [insert: day, month and year, neither earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of bid validity. In case that no exchange rates are available on this date from the source indicated above, the latest available exchange rates from the same source prior to this date will be used.]</p>
ITB 28.1	<p>[Specify: Bids will or will not be accepted] for subsystems, components, or parts of the IT system.</p> <p><u>{Note: It is clear that the failure to split a tender into parts simplifies the evaluation process and makes the implementation of the overall system and the responsibilities related to the guarantee more clear. However, there may be practical reasons for</u></p>

Bid No. []

Contracting Entity []

	<p><u>splitting a tender into parts, of which individual bids may be submitted. If the bids submitted for one or more of the subsystems or parts of IT systems, then enter the name of each sub-system or part of an IT system for which a separate bid may be submitted, with reference to the relevant section of the technical requirements where there is a description belonging to each one Of which. Any other criterion that may affect the awarding of more than one subsystem or part of the informational system shall be specified here.}</u></p> <p>[Specify: discounts will or will not be taken into account in bid evaluation if several subsystems, components, or parts are awarded.</p> <p><u>{Note: In the event that differential elements are adopted in the technical evaluation that are used in bidding, the discounts offered should be avoided if several subsystems, components, or parts of IT systems are awarded, due to the difficulty in determining the bidding arrangement for awarding all subsystems or parts of the IT system then. }</u></p>
<p>ITB 28.4</p>	<p>The bid evaluation [specify: will or will not] take into account technical factors in addition to cost factors.</p> <p><u>{Note: If technical factors will be taken into account, insert the following, otherwise omit }</u></p> <p><u>The weight of the Price (“X” multiplied by 100 in the Evaluated Bid Score formula) = [insert: percentage]</u></p> <p><u>{Note: The main criterion to determine this weight is the degree of professional judgment, project management, and risk management skills required from the Bidder’s team. As the required skills become more and more critical, the higher the importance of the technical weight becomes.</u></p> <p><u>Complex application software packages are also candidates for average or above average technical weighting especially when the market shows significant differences between the quality and prices of packages. Conversely, where markets have resulted in a few mature products with, basically, similar advanced features, the technical weight can be zero to modest.</u></p>

	<p><u>Straightforward non-complex supplying with very little “service” components can be evaluated primarily on a price basis, giving quality a low weight ranging or even zero.</u></p> <p>The total weight for the Technical Bid Score for a particular supply package will be a blend of suitable weights of its major components. An approach to arriving at a blended figure is as follows:</p> <p>First, the total pre-bid price estimate E needs to be broken down into the price estimates of the main components by technical weight categories, e.g.,</p> <p>E1 = complex services, with technical weight e1 (say, 60%);</p> <p>E2 = complex application package, with technical weight e2 (say, 40%);</p> <p>En = hardware, with technical weight en (say, 10%);</p> <p>Where $E = E1 + E2 + \dots + En$.</p> <p>In this case, the total weight for the Technical Bid Score for the entire supply package expressed as a percentage figure would be:</p> $y = (E1 * e1 + E2 * e2 + \dots + En * en) / E$ <p>thereby determining the weight for Price in the formula for this ITB Clause as:</p> $X = (100 - y) / 100$
<p>ITB 28.5</p>	<p>[If the BDS for ITB Clause 28.4 above indicates that the Contracting Entity will not take into account technical factors in addition to cost factors in the bid evaluation, delete all remaining text in this BDS entry and state: “No technical/quality evaluation parameters are used in this supply.” Otherwise, provide the technical evaluation data below.</p> <p>(a),(b) The technical evaluation categories and the features to be evaluated within each category are as follows: [insert: the list of categories and technical features within categories.]</p> <p><u>{Note: The number and scores of scored features shall be well designed to prevent</u></p>

	<p><u>the dilution of weight of critical technical factors.</u></p> <p>(c),(e),(f) The evaluation weights for categories and technical features within categories are: [insert weights for features and categories].</p> <p><u>{Note: For instance, if the approach recommended in the Note under BDS for ITB Clause 28.4 is used to determine the overall weight of the Technical Bid Score, and if the same break-down (corresponding to estimates E1 to En) is used to define the technical scoring categories, then the evaluation weight for each category can be computed as follows:</u></p> <p style="text-align: center;">The weight Wj for technical category Ej is:</p> $W_j = E_j * e_j / (E_1 * e_1 + E_2 * e_2 + \dots + E_n * e_n)$ <p><u>As can be seen, both the numerators and the denominator in this formula are values already computed per the Note under BDS for ITB Clause 28.4 for the total (blended) weight for the Technical Bid Score for the supply package or lot.</u></p>
<p>ITB 28.6 (c) (1)</p>	<p>The analysis committee [select: will or will not accept] deviations in the installation and commissioning schedule specified in the implementation schedule are among the technical requirements.</p> <p>[If deviations in the timetable were acceptable, specify: the maximum acceptable period for early completion is [number of weeks], and the maximum acceptable duration for delay in completion is [number of weeks].]</p> <p>The percentage that will be adopted in adjusting the price (increase or decrease) of a bid submitted with a deviation from the implementation schedule (provided that it does not exceed the maximum delay or early completion specified above), is [insert: the percentage]% of the bid price for each week of delay or Early achievement.</p> <p><u>{Note: A rate of one-half percent (0.5%) per week is reasonable.}</u></p>
<p>ITB 28.6 (d)</p>	<p>The Contracting Entity [select: will or will not] accept deviations in the payment schedule in the SCC.</p> <p><u>{Note: If deviations are accepted, add the following text:</u></p> <p>The percentage amendment for payment schedule deviations is: [insert: percentage]</p>

Bid No. []

Contracting Entity []

	<p>% per week.</p> <p>The limitations as per law for payment schedules are the following: [insert: limitations regarding maximum acceptable amounts for advances, minimum payment periods, etc...]</p> <p>{Note: A rate of one-half percent (0.5%) per week is reasonable.}</p>
ITB 28.6(d)	<p>Interest Rate (1) for net present value calculations of recurrent costs = [insert: interest rate] percent per annum.</p> <p>{Note: Ten percent per annum is a typical rate used}.</p>
ITB 29.1	<p>A margin of domestic preference [specify: will or will not] In case shall be applicable, the value of products out side IRAQ shall be increased b () as the preference margin.</p>

F. SUBSEQUENT QUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	<p>As additional subsequent qualification measures, the IT 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: [specify: measures that will be used in the evaluation of bids, such as demonstration tests, performance benchmarks, documentation reviews, reference site visits, etc., and who will carry them out and how they will be conducted].</p>
ITB 33.1	<p>Percentage for quantity increase or decrease is 20%. Or per the IRAQI applicable laws.</p>
ITB 36.1	<p>The Contract shall be signed with the winning Bidder shall be written in the language in which the Bid was submitted, and which will be the language that shall govern the contractual relations between the Contracting Entity and the winning Bidder. A Bidder shall not sign a translated version of its Contract.</p> <p>The Notary public has to acknowledge the Contract and verify its clauses. If a Government Entity is involved as a Bidder, the Government Entity and the Public Notary have to endorse the Contract. (Clause 9, Public Notary Law 33/1998). If the</p>

Bid No. []

Contracting Entity []

	<p>bidder is not a Government Entity, then Contract has to be endorsed by the Public Notary after receiving the approval of the General Commission for Taxes and Companies Register (in case if a bidder is a firm).</p>
<p>ITB 38.1</p>	<p>The Agreed Dispute Settlement Broker is: [insert: name and other identifying information “as per the résumé attached to this BDS”, or state “There will be no Broker under this Contract.”]</p> <p>{Note: If a Dispute Settlement Broker is used and if fees are applicable, state the following:</p> <p>The proposed hourly fee is [insert: amount and currency].</p> <p>The expenses that would be considered reimbursable to the Broker are: [specify: expense categories]. }</p> <p><u>{Note: The Broker can be an Adjudicator, Facilitator, Conciliator, Professional Engineer, etc... In addition to a fee for actual hours spent studying a case submitted for advice, an Broker would expect to be reimbursed for all dispute-related communications costs, as well as all costs associated with any trips to the site(s), if any. }</u></p>

Enclosure: CV of the proposed broker for dispute settlement
(Here is the CV of the proposed broker for dispute settlement).

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

EVALUATION CRITERIA

Bids will be opened and evaluated following the process elaborated under section E of the ITB (Bid Opening and Evaluation) and the respective BDS clauses.

QUALIFICATION CRITERIA

Bidder Qualification Criteria are elaborated in ITB 6.1 and the respective BDS clause. Qualification would be based on the Forms to be filled by the Bidders under Section IV

SECTION IV. BIDDING FORMS

Table of Sample Forms and Procedures

1. Bid Submission Form (Single-phase Bidding)	66
2. Price Schedule Forms	70
2.1 Preamble	71
2.2 Grand Summary Cost Table	73
2.3 Supply and Installation Cost Summary Table	74
2.4 Recurrent Cost Summary Table	76
2.5 Supply, Installation and Operation Cost Sub-Table	77
2.6 Recurrent Cost Sub- Table	79
2.7 Country of Origin code Table	80
3. Other Bid Forms and Lists	81
3.1 Manufacturer's Authorization Form	82
3.2 List of Proposed Subs bidders	83
3.3 Software List	84
3.4 List of Custom Materials	85
4. Bid Guarantee Form (Bank Guarantee)	86
5. Additional Eligibility and Qualification Forms	87
5.1 General Information Form	88
5.2 General IT Systems Experience Record	89
5.2 a) Joint Venture Summary	90
5.3 Specialized IT Systems Experience Record	91
5.3 (a) Details of Contracts of Similar Nature and Complexity	92
5.4 Summary Sheet: Current Contract Commitments / Ongoing contracts	93
5.5 Financial Capabilities	94
5.6 Human Resources	96
5.6 (a) Candidate Summary	97
5.7 Technical Capabilities	98
5.8 Litigation History	99

1. BID SUBMISSION FORM (SINGLE-PHASE)

Date: *[insert: date of bid]*

Tender name and No.: *[insert: tender name and No.]*

IFB No.: *[insert: number]*

Contract name and No.: *[insert: contract name and No.]*

To: *[insert: name and address of Contracting Entity]*

Dear Sir or Madam:

Having examined the Tender Documents, including amendments Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, install, achieve Initial acceptance of, and support the IT system under the above-named Contract in full conformity with the said Tender Documents for the sum of:

[as appropriate, insert:]

	<i>[insert: amount of Iraqi Dinar in words]</i>	<i>([insert: amount of local currency in figures from corresponding Grand Total entry of the Grand Summary Cost Table])</i>
Plus¹³	<i>[insert: amount of foreign currency A in words]</i>	<i>([insert: amount of foreign currency A in figures from corresponding Grand Total entry of the Grand Summary Cost Table])</i>
Plus¹⁴ (As appropriate)	<i>[insert: amount of foreign currency B in words]</i>	<i>([insert: amount of foreign currency B in figures from corresponding Grand Total entry of the Grand Summary Cost Table])</i>
Plus¹⁵ (As appropriate)	<i>[insert: amount of foreign currency C in words]</i>	<i>([insert: amount of foreign currency C in figures from corresponding Grand Total entry of the Grand Summary Cost Table])</i>

To cancel it if Option (A) is adopted in Article 15.1 of the Instructions to Bidders*

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

We undertake with the following:

- 1- We, including any subbidders or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4 and Section V of the Tender Document;

Bid No. []

Contracting Entity []

- 2- We, including any subbidders or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.5;
- 3- We, including any of our subbidders or manufacturers for any part of the contract, have not been declared ineligible by the Contracting Entity, and our contractual activities have not been suspended or been enlisted in the black list, under the Contracting Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- 4- We are not a government owned entity/ We are a government owned entity but fulfill the requirements of ITB- 4.2 (c); 17

If our bid is accepted, we undertake to commence work on the IT system and to achieve Installation and Initial acceptance within the respective times stated in the Tender Documents.

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

We hereby certify that the Software offered in this bid and to be supplied under the Contract (1) either is owned by us, or (2) if not owned by us, is covered by a valid license from the proprietor of the Software.

We agree to abide by this bid, which, in accordance with ITB Clauses 13 and 16, consists of this letter (Bid Submission Form) and the enclosures listed below, for a period of **[Contracting Entity insert: number from BDS]** days from the date fixed for submission of bids as stipulated in the Tender Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We confirm that our website address is **[insert: entity website]** and our mail address is: **[insert: entity email address]**. Our Mr./Ms. **[insert: name of person]** holding the Job Title: **[insert: Job title of person]** and email address: **[insert: person's email address]** will be following up all matters relevant to any Clarifications you may have during the tender.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notice of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may

receive.

Dated this *[insert: No.]* day of *[insert: month]*, *[insert: year]*.

Signed: _____

Date: _____

At the function of: *[insert: job title or any other definition]*

As the duly authorized person to sign this bid for and on behalf of *[insert: name of Bidder]*

ENCLOSURES:

Price Schedules

Bid Guarantee

Signature Authorization *Authorization to sign [in addition to other similar mandates in the event that the contractor is a coalition of companies under ITB Clause 6.2]*

Addendum1 Bidder's Eligibility

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

Addendum 3 Eligibility of Goods and Services

Addendum 4 Conformity of the IT system to the Tender Documents

Addendum 5 Proposed Subbidders

Addendum 6 Intellectual Property (Software and Materials Lists)

Addendum 7 ...

[if appropriate, specify further addendums or other enclosures]

Bid Table of Contents and Checklist

{Note: The contracting entity shall expand and amend (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 Contracting Entity’s and Bidder’s interest to provide this table and accurately fill it out. }

Note: The bidder shall shall expand and (if appropriate) amend and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that shall 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 Contracting Entity’s bid evaluation process.

Item	present: y/n	page no.
Bid Submission Form		
Price Schedules		
Bid Guarantee		
Signature Authorization (for Joint Ventures additionally including the authorizations listed in ITB Clause 6.2)		
Addendum 1		
Addendum2		
Addendum3		
Addendum4		
Addendum5		
Addendum6		
Addendum 7		
.....		

2. PRICE SCHEDULE FORMS

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

2.1 Preamble

{Note: Contracting Entities shall 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 Tender 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 the bidder has any doubt or lack of clarity regarding the scope of any component, he should inquire from the contacting entity before submitting his bid in accordance with the instructions to the bidders.

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 BDS, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in Clause 14 of the Instructions to Bidders in the Tender Documents. Prices shall correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Tender Documents.
6. The Bidder shall 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 Contracting Entity will correct any arithmetic error in accordance with the provisions of ITB Clause 26.2 (IS1STG SSBD).
7. Unless otherwise indicated in the BDS, where there are discrepancies between the product of quantities and unit prices (or rates) and the relevant total (or subtotals), the product of prices and quantities shall prevail, and the totals (or subtotals) shall be corrected accordingly. Similarly, where there are discrepancies between subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly.
8. Payments will be made to the Bidder in the currency or currencies indicated under each respective item. The price of an item shall be unique regardless of installation site.

{Note: Reference in the below Price/Cost Schedules to "foreign currencies" shall be deleted and the respective columns deleted if Option A is adopted in ITB 15.1 (i.e. Bidders shall quote in Iraqi Dinars only).}

2.2 Grand Summary Cost Table

		<i>[insert: Local Currency] Price</i>	<i>[insert: Foreign Currency A] Price</i>	<i>[insert: Foreign Currency B] Price</i>	<i>[insert: Foreign Currency C] Price</i>
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) Price in words and figures				

Name of Bidder:		
Authorized Signature of Bidder:		

2.3 Supply and Installation Cost Summary Table

System or Subsystem number: *[if a multi-lot supply, insert: Subsystem number; otherwise state "entire System supply"] [as necessary for supply, installation, and achieving Initial acceptance of the System, specify items in the Table below, amending, deleting, or expanding the sample line items and sample table entries as needed.]*

Costs SHALL reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (IS1STG SSBD).

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Contracting Entity's Country			
			<i>[insert: Local Currency] Price</i>	<i>[insert: Local Currency] Price</i>	<i>[insert: Foreign Currency A] Price</i>	<i>[insert: Foreign Currency B] Price</i>	<i>[insert: Foreign Currency C] Price</i>
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	"					

Bid No. []

Contracting Entity []

SECTION IV. BIDDING FORMS

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)							
Price in words and figures							
<p>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</p>							

Name of Bidder:		
Authorized Signature of Bidder:		

2.4 Recurrent Cost Summary Table
System or Subsystem number: <i>[if a multi-lot Supply , insert: Subsystem number, otherwise state "entire System Supply "] [as necessary for the operation of the System, specify items in the Table below, amending the sample line items and sample table entries as needed.]</i>
Costs SHALL reflect prices and rates quoted in accordance with ITB Clause 14 (IS1STG SSBD).

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[insert: Local Currency] Price	[insert: Foreign Currency A] Price	[insert: Foreign Currency B] Price	[insert: Foreign Currency C] Price
Z	Recurrent Cost Items					
z.1	Headquarters Recurrent Cost Items	n.1				
z.2	Region 1 Recurrent Cost Items	n.2				
	Subtotals (to Grand Summary Table) Price in words and figures					

Note: - - indicates not applicable. “ indicates repetition of table entry above. 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: list number]*

System or Subsystem number: *[if a multi-lot Supply, insert: Subsystem number; otherwise state "entire System Supply"]*

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 Initial acceptance of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, amending 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 SHALL be quoted in accordance with ITB Clauses 14 and 15 (IS1STG SSBD). Unit prices for the same item appearing several times in the table shall be identical in amount and currency.

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Contracting Entity's Country				Supplied Locally	Supplied from outside the Contracting Entity's Country			
Component No.	Component Description	Country of Origin Code	Quantity	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>	<i>[insert: foreign currency C]</i>
1.1	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		--	--	--	--	--	--					

Bid No. []

Contracting Entity []

SECTION IV. BIDDING FORMS

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: <i>line item</i>] of Supply and Installation Cost Summary Table) in words and figures													

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

Name of Bidder:		
Authorized Signature of Bidder:		

2.6 Recurrent Cost Sub-Table [insert: list number]

Lot number: [if a multi-lot Supply , insert: lot number, otherwise state “single lot Supply ”]

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, amending 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 SHALL reflect prices and rates quoted in accordance with ITB Clauses 14 and 15 (IS1STG SSBD). Unit prices for the same item appearing several times in the table shall be identical in amount and currency.

		Maximum all-inclusive costs (for costs in [insert: currency])						
		Warranty Period			Post-Warranty Service Period			
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for [insert: currency]
1.	Hardware Maintenance (Post-Warranty Period)	--	--	--				
2.	Software Licenses & Updates	--						
	Annual Subtotals:	--						
Cumulative Subtotal (to [insert: currency] entry for [insert: line item] in the Recurrent Cost Summary Table)								
Price in words and figures								

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

Name of Bidder:	<input type="checkbox"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="text"/>
Authorized Signature of Bidder:	<input type="checkbox"/>	<input type="text"/>

Bid No. []
 Contracting Entity []

--	--	--

2.7 Country of Origin Code Table

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

3. OTHER BID FORMS AND LISTS

3.1 Manufacturer’s Authorization Form

Date:

OT No.:

Invitation for Bid No.:

Bid & Lot Nos.:

To: _____

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

[insert: names and/or brief description of products]

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

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

[insert: name of product and brief description of services]

Signature: (insert: signature(s) of the manufacturer’s representative(s) who are authorized for signature.)

Name: (Insert name(s) of the manufacturer’s representative(s) who are authorized for signature.)

Title: (insert: the title.)

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

Dated on _____ day of _____, _____.

Note: This letter of authority shall be on the letterhead of the Producer, shall be signed by a competent person (according to an official authorization) and having the power of attorney to

bind the Producer, and shall be included by the Bidder in its bid as specified in the Instructions to Bidders.

3.2 List of Proposed Subbidders

Item	Proposed Subbidder	Place of Registration & Qualifications

3.3 Software List					
Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

**4. BID GUARANTEE FORM (BANK
GUARANTEE).**

5. ADDITIONAL ELIGIBILITY AND QUALIFICATION FORMS

Bidders shall fill all the Forms and provide any required additional and supporting documentation requested in this Tender Document.

Sample Forms are listed below:

5.1	General Information Form.....	88
5.2	General IT systems Experience Record	89
5.2a	Joint Venture Summary.....	90
5.3	Specialized IT systems Experience Record.....	91
5.3a	Details of Contracts of Similar Nature and Complexity	92
5.4	Summary Sheet: Current Contract Commitments / Ongoing contracts.....	93
5.5	Financial Capabilities	94
5.6	Human Resources	96
5.6a	Candidate Summary	97
5.7	Technical Capabilities	98
5.8	Judicial Disputes History	99

5.1 General Information Form

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

If the Bidder proposes to employ named Subbidders for highly specialized components of the IT system, the following information shall also be supplied for the Subbidder(s), together with the information in Forms 5.2, 5.3, 5.3a, 5.4, and 5.5. Joint Ventures shall also fill out Form 5.2a.

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

Nationality of owners ¹		
Name	Nationality	
1.		
2.		
3.		
4.		
5.		

^{1/} To be completed by all owners of

5.2 General IT systems Experience Record

Name of Bidder or partner of a Joint Venture

All individual firms and all partners of a Joint Venture(coalition) shall complete the information in this form with regard to the management of IT systems contracts generally. The information supplied shall 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 ongoing contracts or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods shall be calendar years, with partial accounting for the year up to the date of submission of applications.

A brief note on each contract shall be appended, describing the nature of the IT system, duration and amount of contract, managerial arrangements, Contracting Entity, and other relevant details.

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

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

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

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 IT 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	For m 2 page no.	Year 1	Yea r 2	Yea r 3	Yea r 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

5.3 Specialized IT systems Experience Record

Name of Bidder or partner of a Joint Venture
--

On separate pages, using the format of Form 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 Tender 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 shall separately provide details of its own relevant contracts. The contract value shall be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion (provisional acceptance), or at the awarding date for the underprogress contract.

5.4 Summary Sheet: Current Contract Commitments / Ongoing contracts

Name of Bidder or partner of a Joint Venture

Bidders and each partner to a Joint Venture bid shall 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	Contracting Entity, contact address/tel./fax	Value of outstanding IT system (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

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 fulfill 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 fulfill the total 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 financial statements certified by a registered accountant, and supported by copies of tax returns.

5.6 Human Resources

Name of Bidder

For specific Job Titles essential to contract management and implementation (and/or those specified in the Tender Documents, if any), Bidders shall provide the names of at least two candidates qualified to fulfill the specified requirements stated for each Job Title. The data on their experience shall be supplied on separate sheets using one Form 5.6a for each candidate.

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

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

5.6 a Summary of candidate data

Name of Bidder		
Job Title		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/ Job Title/Relevant technical and management experience

5.7 Technical Capabilities

Name of Bidder

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

5.8 Judicial Disputes 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 shall 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)

PART 2 – Contracting Procedures

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

Notes on the preparation of the Technical Requirements

{The Technical Requirements shall include all the technical details that Bidders need, in combination with the program and the supporting System Inventory Tables, to prepare realistic, responsive, and competitive bids.

The Technical Requirements shall, as much as possible, be based on and expressed in terms of the Contracting Entity's business, rather than technological needs. This shall be based on the market to determine what specific Information Technologies can best satisfy these business needs. In all cases, the requirements shall be subjective and not neutral to elicit the widest range of possible technical responses.

References to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer shall be avoided. Where such references are unavoidable, the words "or substantially equivalent" shall be added to permit Bidders to bid equivalent or superior technologies. Only in the most exceptional circumstances may Bidders be required to offer brand-name items and the equivalency clause be omitted. Such exception may be granted if:

- (a) a brand-name component appears to have no equivalent or superior alternative, because of its unique ability to reliably interoperate with a relatively large base of existing technologies, to conform with the Contracting Entity's adopted technological standards, and to offer overwhelming savings in terms of avoided costs for retraining, data conversion, macro / business template redevelopment, etc.; and
- (b) such brand-name components are the absolute fewest possible and each component has been explicitly identified in the BDS for ITB Clause 16.3.

In addition to the foregoing, when determining specific national standards or professional or professional rules, the contacting entity must add what is stated that it will also accept other national or international standards "equivalent in substance" to the requirement.

Requirements must clearly distinguish between mandatory features (which if a bid does not comply with them, it may be refused due to the failure to respond to the requirements) and preferred features that the bidder may or may not provide according to his choice. To increase the clarity of specifications, it is suggested that the contacting entity use the word "shall" in a dark black color in sentences describing the mandatory features. The Technical Responsiveness Checklist is also a useful way to distinguish between mandatory and preferred features.

This section of the SSBD contains a sample outline that will help Contracting Entities organize and present in a comprehensive way both the business purpose and technical characteristics of the

System to be supplied and installed.}

Notes on preparation of the Implementation Schedule

{The Implementation Schedule presents in summary form :

- (a) the key Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the winning Bidder (including a breakdown showing all Subsystems ;(
- (b) the quantities of such Information Technologies, Materials, and other Goods and Services ;
- (c) the site(s) where the System will be installed and the services performed; and
- (d) when Installation, and Initial acceptance shall take place for all Subsystems and/or major components of the System, and the overall System itself, as well as any other major Contract milestones. The delivery date is not presented in the Implementation Schedule but left for bidders to provide .

The required completion dates specified by the contacting entity in the implementation schedule must be realistic. The implementation schedule must include sufficient and clear details, to assist bidders in preparing their bidding that responds to requirements quickly, at competitive prices and realistic. The detail approved in the implementation schedule must match the detail approved in the price schedules .

The sample tables provided in this section of the SSBD are designed to help the Contracting Entity organize and present the necessary information .

The Contracting Entity shall amend these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and shall be modified or deleted as appropriate.

The Implementation Schedule list shall provide :

- (1) brief identifying descriptions for the major Subsystems and/or major components of the System and the site(s) where they will be installed ;
- (2) the Contracting Entity's required completion time, specified in weeks from date of Contract Effectiveness, for Installation and Achieving Initial acceptance, for each Subsystem and major component (as necessary) in accordance with the weeks specified from the effective date of the contract and Contracting Entity's requirements.; and
- (5) a clear indication of which completion date(s) would be used for assessment of Delay fines .

The System Inventory Tables give a more detailed description of each of the Information Technologies, Materials, and other Goods and Services needed for the System (broken down by

Subsystem, if applicable), the required quantities of each, and the location of each on a specific site .

The Site Table(s) provides information regarding the physical location of the site(s) where the System is to be supplied, installed, and operated. The Contracting Entity shall specify this information in sufficient detail so that Bidders can accurately estimate costs related to:

- 1) Delivery and insurance ;
- 2) Installation, including cabling and inter-building communications, etc .;
- 3) any subcontracts needed to perform post-warranty operational support services; and
- 4) any other related Service obligations the winning Bidder will have to perform under the Contract .

This information will also help Bidders identify which site(s) may warrant a site visit during the period they are preparing their bids. If the System presents complex installation problems, a detailed site layout drawings shall be included in the Tender Documents.

If the System comprises a number of Subsystems or components that can be supplied and installed separately and are organized into separate “lots” for bidding, evaluation, and Contract award purposes, each such lot shall be described in separate sets of Implementation Schedule, System Inventory, and Site Tables.}

Table of Contents: Technical Requirements

A. Background	109
0.1 Contracting entity	109
0.2 Business Objectives of the Contracting Entity	109
0.3 Acronyms Used in These Technical Requirements	109
B. Business Function and Performance Requirements	111
1.1 Business Requirements to Be Met by the System	111
1.2 Functional Performance Requirements of the System	111
1.3 Related Information Technology Issues and Initiatives	111
C. Technical Specifications	112
2.0 General Technical Requirements	112
2.1 Computing Hardware Specifications	112
2.2 Network and Communications Specifications	114
2.3 Software Specifications	114
2.4 System Management, Administration, and Security Specifications	115
2.5 Service Specifications	115
2.6 Documentation Requirements	116
2.7 Consumables and Other Recurrent Cost Items	116
2.8 Other Non-IT Goods	116
D. Testing and Quality Assurance Requirements	117
3.1 Inspections	117
3.2 Pre-commissioning Tests	117
3.3 Initial acceptance Tests	117
E. Implementation Schedule	118
Implementation Schedule list	119
System Inventory Table (Supply and Installation Cost Items)	122
System Inventory Table (Recurrent Cost Items)	123
Site Table(s)	124
F. Required Format of Technical Bids	125
5.1 Description of the Information Technologies, Materials, Other Goods, and Services	125
5.2 Item-by-Item Commentary on the Technical Requirements	125

5.3 Initial Project Plan	126
5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies	126
G. Technical Responsiveness Checklist	127
Technical Responsiveness Checklist	128
H. Enclosures	129
Enclosure 1: Existing IT systems / Information Technologies	129
Enclosure 2: Site Drawings and Site Survey Information	129
Enclosure 3: Sample Reports, Data Entry Forms, Data, Coding Schemes, Etc.	129
Enclosure 4: Relevant Legal Codes, Regulations, Etc.	129
Enclosure 5: Available Training Facilities	129
Enclosure 6: The Contracting Entity’s Project and Corporate Management Structure	129

Technical Requirements

{Note: The following is only a sample outline. Entries shall be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. }

A. BACKGROUND

0.1 The Contracting Entity

0.1.1 *[provide: an overview of the Agency’s legal basis, organizational role, and core objectives]*

0.1.2 *[provide:an overview of the stakeholders and decision-making arrangements applicable to the System and performance of the Contract]*

[as applicable, state: “Enclosure X to these Technical Requirements provides a more detailed description regarding stakeholders and the Contracting Entity’s project management arrangements.”]

0.2 Business Objectives of the Contracting Entity

0.2.1 [provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]

0.2.2 [provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]

0.2.3 [provide: a brief description of the expected benefits of the System]

0.3 Acronyms Used in These Technical Requirements

0.3.1 [compile: a table of organizational and technical acronyms used in the Requirements.

This can be done, for example, by extending the following table]

Note: Other terms are added as needed

Section V. Technical Requirements (including Implementation Schedule)

bps	bits per second
cps	characters per second
DBMS	Database management system
DOS	Disk Operating System
dpi	dots per inch
Ethernet	IEEE 802.3 Standard LAN protocol
GB	Gigabyte
Hz	Hertz (cycles per second)
IEEE	Institute of Electrical and Electronics Engineers
ISO	United Nations International Standards Organization
KB	Kilobyte
kVA	Kilovolt ampere
LAN	Local area network
lpi	lines per inch
lpm	lines per minute
MB	Megabyte
MTBF	Mean time between failures
NIC	Network interface card
NOS	Network operating system
ODBC	Open Database Connectivity
OLE	Object Linking and Embedding
OS	Operating system
PCL	Printer Command Language
ppm	pages per minute
RAID	Redundant array of inexpensive disks
RAM	Random access memory
RISC	Reduced instruction-set computer
SCSI	Small Computer System Interface
SNMP	Simple Network Management Protocol
SQL	Structured Query Language
TCP/IP	Transmission Control Protocol / Internet Protocol

	V	Volt
--	---	------

B. BUSINESS FUNCTION AND PERFORMANCE REQUIREMENTS

1.1 Business Requirements to Be Met by the System

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

1.1.2 [as appropriate, describe: the relevant legal codes and regulations that govern the business processes and procedures that will be automated with the System; if appropriate, prepare: an Enclosure with the proper references or quotations from the regulations and standards.]

1.2 Functional Performance Requirements of the System

1.2.1 [describe, at the appropriate level of detail for the particular System being supplied and installed: the relevant throughput and/or response times for specific business processes and procedures automated by the System; also describe: in business process terms, the relevant Conditions under which the System shall achieve these performance standards (e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System shall process in achieving these performance standards, etc.)]

{Note: As indicated above, performance requirements in business function terms are less critical for many of the Systems to be procured using the single-phase bidding process. Nevertheless, whenever feasible, business functions shall be stated and used as the basis for performance specifications. Relying solely on technological requirements can inadvertently restrict competition.}

1.3 Related Information Technology Issues and Initiatives

1.3.1 [if compatibility with existing systems based on other information technologies is an issue, or if the Contracting Entity plans to undertake any other information technology initiatives that might affect the most appropriate design or implementation strategy for the System to be supplied and installed, provide, at the appropriate level of detail: an overview of the related issue or initiatives]

C. TECHNICAL SPECIFICATIONS

2.0 General Technical Requirements

- 2.0.1 Language Support: All information technologies shall provide support for the [insert: either national or business language(s) of the end-user(s)]. Specifically, all display technologies and software shall support the ISO [insert: character set number] character set and perform sorting according to [insert: appropriate standard method].
- 2.0.2 DATES: All information technologies SHALL properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.
- 2.0.3 Electrical Power: All active (powered) equipment shall operate on [specify: voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz]. All active equipment shall include power plugs standard in IRAQ.
- 2.0.4 Environmental: Unless otherwise specified, all equipment shall operate in environments of [specify, temperature, humidity, and dust Conditions, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust].
- 2.0.5 Safety:
- 2.0.5.1 Unless otherwise specified, all equipment shall operate at noise levels no greater than [insert: maximum number, e.g., 55] decibels.
- 2.0.5.2 All electronic equipment that emits electromagnetic energy shall be certified as fulfilling [insert: emission standard, e.g., US FCC class B or EN 55022 and EN 50082-1], or equivalent, emission standards.

2.1 Computing Hardware Specifications

- 2.1.1 [specify: processing unit 1]:
- 2.1.1.1 Processing unit performance: As configured for the bid, the processing unit shall, at a minimum,
- (a) achieve [specify: standard benchmark test or tests and minimum performance levels, for example, "SPECint92 rating of 2000"]
(or, for PCs)
be equipped with [specify: microprocessor type or a substantially equivalent"] and operate at [specify: minimum clock speed]
- (b) provide input-output performance, as follows [specify: minimum input-output performance levels (e.g., data bus transfer rates; standard peripheral interfaces;

minimum number of concurrent terminal sessions, etc.)]

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

2.1.1.3 Processor memory and other storage: [for example, specify: main memory; cache memory; disk storage; tape storage; CD-ROM; optical WORM; etc.]

{Note: If the upgrade requirements over the next few years for supply power, memory, etc., are reasonably well known at the time the Tender Documents are to be issued, the Contracting Entity is encouraged to incorporate these requirements in the Recurrent Cost Table and include them in the Contract Price. This will subject them to competition and provide a way contractually to control future price increases. This approach reserves for the Contracting Entity the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract. }

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

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

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

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

2.1.1.8 Other processing unit-related equipment and submitings: [for example, specify: UPS, equipment cabinet, data safe, environmental control equipment, etc.]

2.1.2 [specify: processing unit type 2]:

2.1.n Shared Output and Input Devices:

2.1.n.0 General Requirements: Unless otherwise specified, all shared output and input devices shall be capable of handling A4 standard sized paper.

2.1.n.1 Printers: [for example, specify: high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices; etc.]

2.1.n.2 Scanners: [for example, specify: scanner settlement; paper- / film-handling features; speed; etc.]

2.2 Network and Communications Specifications

2.2.1 Local Area Network(S):

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

2.2.1.2 Cabling: [for example, specify: cable type(s); topology(ies); cable protectors, channels and other installation standards; cable labeling schemes, references to drawings; etc.]

2.2.2 Wide-Area Network:

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

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

2.3 Software Specifications

2.3.1 System Software and System-Management Utilities:

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

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

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

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

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

2.4 System Management, Administration, and Security Specifications

2.4.0 General Requirements: In addition to the management, administration, and security requirements specified in each section covering the various hardware and software components of the System, the System shall also provide for the following management, administration, and security features at the overall system level.

2.4.1 Technical management and troubleshooting:

2.4.2 User and usage administration:

2.4.3 Security:

2.5 Service Specifications

2.5.1 System Integration: [for example, describe: existing IT systems (as appropriate, reference the relevant Enclosure to the Technical Specifications containing any detailed description of existing Systems); and specify: technical and functional level of integration with the System.]

2.5.2 Training and Training Materials:

2.5.2.1 User: [for example, specify: minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System; as appropriate, reference the relevant Enclosure to the Technical Requirements containing any detailed information regarding the available training facilities; etc.]

2.5.2.2 Technical:

2.5.2.3 Management:

2.5.3 Technical Support:

2.5.3.1 Warranty Service: [for example, specify: coverage period; response time and problem-settlement performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc.]

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

2.5.3.3 Technical Assistance: [for example, specify: categories of technical staff required; anticipated tasks and objectives; response-time performance standards; etc.]

2.5.3.4 Post-warranty maintenance services: [for example, specify: coverage period; response time and problem-settlement performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc.]

2.5.4 Data Conversion and Migration: [for example, specify: volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods; etc.]

2.6 Documentation Requirements

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

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

2.7 Consumables and Other Recurrent Cost Items

2.8 Other Non-IT Goods

D. TESTING AND QUALITY ASSURANCE REQUIREMENTS

3.1 Inspections

3.1.1 Factory Inspections: [if any, specify: the items, criteria, and methods to be employed by the Contracting Entity, or its agent, during factory inspections of the Information Technologies and other Goods prior to their shipment to the site(s).]

3.1.2 Inspections following delivery: [if any, specify: the items, criteria, and methods to be employed by the Contracting Entity, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s).]

3.2 Pre-commissioning Tests

3.2.0 In addition to the Bidder's standard check-out and set-up tests, the Bidder (with the assistance of the Contracting Entity) shall perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Contracting Entity will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).

3.2.1 [*specify: Subsystem 1 (as defined in the Site Table[s] attached to the Implementation Schedule) specify: tests, test Conditions, success criteria, etc.*]

3.2.2 [*specify: Subsystem 2 (as defined in the Site Table{s}) specify: tests, test Conditions, success criteria, etc.*]

3.2.n The Entire System: Pre-commissioning Tests for the entire System are: [*specify: tests, test Conditions, success criteria, etc.*]

3.3 Initial acceptance Tests

3.3.0 Pursuant to GCC Clause 28 and related SCC clauses, the Contracting Entity (with the assistance of the Bidder) will perform the following tests on the System and its Subsystems following Installation to determine whether the

System and the Subsystems fulfill all the requirements mandated for Initial acceptance.

3.3.1 *[specify: Subsystem 1 (as defined in the Implementation Schedule) specify: tests, test Conditions, success criteria, etc.]*

3.3.2 *[specify: Subsystem 2 (as defined in the Implementation Schedule) specify: tests, test Conditions, success criteria, etc.]*

3.3.n **The Entire System: Initial acceptance Tests for the entire System are:** *[specify: tests, test Conditions, success criteria, etc.]*

E. Implementation Schedule

Implementation Schedule Table

System, Subsystem, or lot number: *[if a multi-lot supply, insert: **lot number**, otherwise state “entire System supply”]*

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

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Initial Project Plan)	Installation (weeks from Effectiveness)	Acceptance (weeks from Effectiveness)	Liquidated Damages Milestone
0	Project Plan	--	--		--	W6	no
1	Headquarters Subsystem	1	HQ		--	--	--
1.1	Hardware, LAN & General-Purpose Software	1	"		W16	W20	yes
1.2	Database system	1	"		W20	W24	yes
1.3	Training	1	"		--	W44	no
2.0	Region 1 Branch Offices Subsystem(s)	2	R1.1, R1.2, ... R1.n				
2.1	Hardware, LAN & General-Purpose Software	2	"				
2.2	Training	2	"				

Bid No. []

Contracting Entity []

Section V. Technical Requirements (including Implementation Schedule)

	etc.						
j	Region J Branch Offices Subsystems	j	Rj.1, Rj.2, ... Rj.m				
j.1	Hardware, LAN & General-Purpose Software	"	"				
j.2	Training	"	"				
j.3	etc.						
:							
k	WAN and integrated database access Subsystems	k	all sites				
k.1	WAN	"					
k.2	Database access software	"					
k.3	Training	"					
k.4	etc.						
l	etc.						
m	Data conversion service	m	HQ				
:	etc.						
x	Initial acceptance of Complete and Integrated System	--	all sites		--	W__	yes

Section V. Technical Requirements (including Implementation Schedule)

z	Recurrent Cost Items		--				
z.1	Headquarters Recurrent Cost Items	n.1	HQ				no
x.2	Region 1 Recurrent Cost Items	n.2	R1.1, R1.2, ... R1.m				no
x.3	etc.	:	:				
x.j+1	Region J Recurrent Cost Items	n.j	Rj.1, Rj.2, ... Rj.m				no
	etc.						

System Inventory Table (Supply and Installation Cost Items) [insert: list number]

System, Subsystem, or lot number: [if a multi-lot supply, insert: **lot number**, otherwise state “**entire System supply**”]

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

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

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Hardware (Headquarters)		--	--
1.1	Hardware -- Finance Department		Main Building, fourth floor	--
1.1.1	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
1.1.4	Continuous-feed printer		“	3
1.1.5	etc.			
:				
2.	LAN (Headquarters)			--
2.1	Wiring Closet Hardware		One set each for floors 1-5 of Main Building and floors 3-4 of Annex	--
2.1.1	Hubs		“	7
2.1.2	Punch-down panel		“	7
2.1.3	Uninterruptible power supply (small)		“	7
2.1.4	Lockable equipment rack		“	7
2.1.5	etc.			

Bid No. []

Contracting Entity []

2.2	In-building Wiring			--
2.2.1	Server Room		Room 44, 4th floor of Annex	--
2.2.1.1	dedicated telephone lines (data)		"	2 nodes
2.2.2	Backbone and risers (fiber optic)		Server room and all wiring closets	28 nodes
2.2.3	Departmental wiring			--
2.2.3.1	Finance Department		Main Building, 4th floor, all offices, secretarial stations, and printer stations	40 nodes
3.	General-Purpose Software			
:				

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

System Inventory Table (Recurrent Cost Items) [insert: list number]

System, Subsystem, or lot number: [if a multi-lot supply, insert: lot number, otherwise state "entire System supply"]

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

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

Component No.	Component	Relevant Technical Specifications No.	Warranty Period Quantities/Requirements			Post-Warranty Service Period Quantities/Requirements		
			Y1	Y2	Y3	Y4	...	Yn
1.	Hardware Maintenance (Post Warranty Period)		--	--	--	all items, all sites	...	main server & WAN
	...							

Bid No. []

Contracting Entity []

Section V. Technical Requirements (including Implementation Schedule)

2.	Software Licenses and Updates:		--					
2.1	System and General-Purpose Software		--	all items, all sites	all items, all sites	all items, all sites	none	none
2.2	Application, Standard, and Custom Software		--	HQ	HQ	HQ	HQ	HQ
	...							
3.	Technical Services							
3.1	Sr. Systems Analyst		80 days	40 days	20 days	10 days	0	0
3.2	Sr. Programmer		20 days	40 days	60 days	40 days	0	0
3.3	Sr. Network Specialist, etc.		--	20 days	20 days	0	0	0
	...							
4.	Telecommunications Services		...	...	...	...	...	...
5.	[Other recurrent services, if any]		...	...	...	...	...	...

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

Site Table(s)

System, Subsystem, or lot number: *[if a multi-lot supply, insert: lot number, otherwise state “entire System supply”]*

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

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters			
R1	Region 1			

Bid No. []

Contracting Entity []

R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

F. REQUIRED FORMAT OF TECHNICAL BIDS

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

5.1.0 The Bidder shall provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.

5.1.1 To assist in the bid evaluation, the detailed descriptions shall be organized and cross referenced in the same manner as the Bidder’s item-by-item commentary on the Technical Requirements described in Section 5.2 below. All information provided by cross reference shall, at a minimum, include clear titles and page numbers.

5.1.2 *[specify: any other technical information related to the Information Technologies, Materials, other Goods, and Services necessary to assess the responsiveness of the Technical Bid, for example, histories of the Information Technologies offered, if demonstrated capacity to revise and extend these technologies is a mandatory criterion for technical responsiveness to be used in the evaluation.]*

5.2 Item-by-Item Commentary on the Technical Requirements

5.2.0 The Bidder shall provide an item-by-item commentary on the Contracting Entity’s Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements, see ITB Clause 16.2 (b) (IS1STG SSBD).

5.2.1 In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the Technical Responsiveness Checklist provided in Section G of the Technical Requirements. Failure to do so increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist shall contain explicit cross references to the relevant pages in the Bidder's Technical Bid.

5.3 Initial Project Plan

5.3.0 The Bidder shall prepare a Initial Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Initial Project Plan shall also address the topics and points of emphasis specified in [state: "SCC Clause 19" including any additional items stated in the BDS for ITB Clause 16.2 (c) (IS1STG SSBD)]. The Initial Project Plan shall also state the Bidder's assessment of the major responsibilities of the Contracting Entity and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

5.3.1 In addition to the topics and points of emphasis, the Initial Project Plan SHALL address *[for example, specify: what steps will be taken if there is a failure; how project progress will be reported; etc.]*.

5.3.2 *[specify: any additional requirements regarding the format of the Initial Project Plan, for example, shall it be submitted in a specific word supply format, in addition to hard copy, etc.]*.

5.4 Confirmation of Responsibility for Integration and Interoperability of Information Technologies

5.4.0 The Bidder shall submit a written confirmation that, if awarded the Contract, it shall accept responsibility for winning integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Tender Documents.

G. TECHNICAL RESPONSIVENESS CHECKLIST

{Note on Preparation of the Checklist for Contracting Entities: The following is a sample format that is designed to help Bidders quickly understand:

- (a) the Technical Specification given in the Technical Requirements;
- (b) whether each Requirement is mandatory or only “preferred”; and
- (c) to ensure that each Bidder includes along with a specific response to the Contracting Entity, a cross reference to the supporting information provided elsewhere in its Technical Bid.

It is important that the tables be prepared carefully and completely, with accurate references to the relevant section and paragraph numbers in the Technical Requirements so that Bidders will be more likely to submit complete information, particularly regarding the mandatory and scored Requirements. In preparing each Checklist entry, Contracting Entities shall start with an abbreviated text of each Requirement so that Bidders can quickly confirm that they are responding to the right Requirement. Inconsistencies between the Checklist and the referenced section in the Technical Requirements shall be avoided. Giving Bidders a revisable, “electronic” version of the Checklist as part of the Tender Documents will enhance the completeness of bids. }

Technical Responsiveness Checklist

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder shall describe how its Technical Bid responds to each Requirement. In addition, the Bidder shall provide cross references to the relevant supporting information, if any, included in the bid. The cross reference shall identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Tender Documents).

If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. “Yes,” “No,” “Will comply,” etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

<i>[specify: Mandatory or Preferred]</i>	Technical Requirement:	Tech. Require. No. 1
	<i>[insert: abbreviated description of Requirement]</i>	
Bidder’s technical reasons supporting compliance:		
Bidder’s cross references to supporting information in Technical Bid:		

<i>[specify: Mandatory or Preferred]</i>	Technical Requirement:	Tech. Require. No. 2
	<i>[insert: abbreviated description of Requirement]</i>	
Bidder’s technical reasons supporting compliance:		
Bidder’s cross references to supporting information in Technical Bid:		

H. ENCLOSURES

- Enclosure 1: Existing IT systems / Information Technologies
- Enclosure 2: Site Drawings and Site Survey Information
- Enclosure 3: Sample Reports, Data Entry Forms, Data, Coding Schemes, Etc.
- Enclosure 4: Relevant Legal Codes, Regulations, Etc.
- Enclosure 5: Available Training Facilities
- Enclosure 6: The Contracting Entity's Project and Corporate Management Structure

PART 3 – Contract Conditions and Forms

SECTION VI. 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 VII 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 general terms of the contract shall be preserved without any change or modification. Any amendment, extension, cancellation or addition to each contract shall be entered in Section Seven (Special Conditions of the Contract) by the contracting entity only. }

Table of Clauses

A. Contract and Interpretation	135
1. Definitions	135
2. Contract Documents	141
3. Interpretation	141
4. Notices	144
5. Governing Law	144
6. Settlement of Disputes	145
B. Subject Matter of Contract	147
7. Scope of the System	147
8. Time for Commencement and Initial acceptance	147
9. Bidder's Responsibilities	148
10. Contracting Entity's Responsibilities	150
C. Payment	152
11. Contract Price	152
12. Terms of Payment	152
13. Securities	153
14. Taxes and Duties	154
D. Intellectual Property	156
15. Copyright	156
16. Software License Agreements	156
17. Confidential Information	157
E. Supply, Installation, Testing, Commissioning, and Acceptance of the System	160
18. Representatives	160
19. Project Plan	162
20. Subcontracting	162
21. Design and Engineering	163
22. Supply, Delivery, and Transport	166
23. Product Upgrades	167
24. Implementation, Installation, and Other Services	168
25. Inspections and Tests	168
26. Installation of the System	169
27. Commissioning and Initial acceptance	170

F. Guarantees and Liabilities	173
28. Initial acceptance Time Guarantee	173
29. Defect Liability	174
30. Functional Guarantees	177
31. Intellectual Property Rights Warranty	178
32. Intellectual Property Rights Indemnity	179
33. Limitation of Liability	180
G. Risk Distribution	181
34. Transfer of Ownership	181
35. Care of the System	181
36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification	183
37. Insurances	183
38. Force Majeure	185
H. Change in Contract Elements	187
39. Changes to the System	187
40. Extension of Time for Achieving Initial acceptance	190
41. Termination	192
42. Assignment	199

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

(a.1) “Contract” or “Contract Agreement” means the Agreement entered into between the Contracting Entity and the Bidder, together with the Contract Documents referred to therein.

(a.2) “GCC” means the General Conditions of Contract.

(a.3) “SCC” means the Special Conditions of Contract.

(a.4) “Technical Requirements” means the Technical Requirements Section of the Tender Documents.

(a.5) “Implementation Schedule” means the Implementation Schedule Sub-section of the Technical Requirements.

(a.6) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

(a.7) “Supply Regulations” refers to the applicable Iraqi Public Supply Regulations specified **in the SCC**.

(a.8) “Tender Documents” refers to the collection of documents issued by the Contracting Entity to instruct and inform potential bidders of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual Conditions governing the relationship between the Contracting entity and the Bidder.

(b) entities

(b.1) “Contracting Entity or Contracting entity” means the person purchasing the IT system, as specified **in the SCC**.

- (b.2) “Project Manager” means the person(s) appointed by the Contracting entity in the manner provided in GCC Clause 18.1 (Project Manager) and named as such **in the SCC** to perform the duties delegated by the Contracting entity.
- (b.3) “Bidder” means the person(s) whose bid to perform the Contract has been accepted by the Contracting entity and is named as such in the Contract Agreement.
- (b.4) “Bidder’s Representative” means any person nominated by the Bidder and approved by the Contracting entity in the manner provided in GCC Clause 18.2 (Bidder’s Representative) to perform the duties delegated by the Bidder.
- (b.5) “Subbidder,” including vendors, means any person to whom any of the obligations of the Bidder is subcontracted directly or indirectly by the Bidder.
- (b.6) “Agreed Dispute Settlement Broker” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Contracting entity and the Bidder to make a decision on or to settle any dispute or difference between the Contracting entity and the Bidder referred to him or her by the parties, pursuant to GCC Clause 6.1 (Agreed Dispute Settlement Broker).
- (b.7) “The Iraqi Board of Supreme Audit” (also called “The IBSA”) means the Iraqi public agency responsible for auditing the public tenders and contracts.
- (c) scope of work
- (c.1) “IT system,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Bidder’s Equipment), together with the Services to be carried out by the Bidder under the Contract.
- (c.2) “Subsystem” means any subset of the System identified as such in the Contract that may be delivered and commissioned individually before

Commissioning of the entire System.

- (c.3) “Information Technologies” means all information supply and communications-related hardware, Software, supplies, and consumable items that the Bidder is required to supply and install under the Contract.
- (c.4) “Goods” means all equipment, machinery, submitings, Materials, and other tangible items that the Bidder is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Bidder’s Equipment.
- (c.5) “Services” means all technical, logistical, management, and any other Services to be provided by the Bidder under the Contract to complete 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.
- (c.6) “The Project Plan” means the document to be developed by the Bidder and approved by the Contracting entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Initial Project Plan included in the Bidder’s bid. Shall the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (c.7) “Software” means that part of the System which are instructions that cause information supply Subsystems to perform in a specific manner or execute specific operations.
- (c.8) “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. 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.

(c.9) “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. Such General-Purpose Software may include, but is not restricted to, word supply, spreadsheet, generic database management, and application development software.

(c.10) “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.

(c.11) “Standard Software” means Software identified as such in Appendix 4 of the Contract.

(c.12) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement.

(c.13) “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).

(c.14) “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 Contracting entity under the Contract.

(c.15) “Standard Materials” means all Materials not specified as Custom Materials.

(c.16) “Custom Materials” means Materials developed by the Bidder at the Contracting entity’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement. Custom Materials includes Materials created from Standard Materials.

- (c.17) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, including without limitation all economic rights and all exclusive rights.
- (c.18) “Bidder’s Equipment” means all equipment, tools, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Bidder, but excluding the Information Technologies, or other items forming part of the System.
- (d) activities
- (d.1) “Delivery” means the transfer of the Goods from the Bidder to the Contracting entity in accordance with the current edition IINCOTERMS ® specified in the Contract.
- (d.2) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
- (d.3) “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 Bidder in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
- (d.4) “Commissioning” means operation of the System or any Subsystem by the Bidder following Installation, as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Initial acceptance Test(s).
- (d.5) “Initial 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 (Initial acceptance Test).
- (d.6) “Initial acceptance” means the acceptance by the Contracting entity 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 (Initial acceptance).

(d.7) “Final Acceptance” means the acceptance by the Contracting entity of the performance of the Bidder obligations under the warranty and defects liability period(s), in accordance with GCC Clause 29.14.

(e) place and time

(e.1) “Contracting entity’s Country” is IRAQ.

(e.2) “Bidder’s Country” is the country in which the Bidder is legally organized, as named in the Contract Agreement.

(e.3) “Project Site(s)” means the place(s) specified **in the SCC** for the supply and installation of the System.

(e.4) “Eligible Country” means the countries and territories eligible for participation in public supplies in IRAQ.

(e.5) “Day” means calendar day of the Gregorian Calendar.

(e.6) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the Contracting entity’s Country.

(e.7) “Month” means calendar month of the Gregorian Calendar.

(e.8) “Year” means twelve (12) consecutive Months.

(e.9) “Effective Date” means the date specified in Article 3 (Effective Date) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Initial acceptance dates for the System or Subsystem(s).

(e.10) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Contracting entity and Bidder in relation to the System, as specified **in the SCC**.

(e.11) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Bidder commencing at date of the Initial acceptance Certificate of the System or

Subsystem(s), during which the Bidder is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).

(e.12) “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 Bidder may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

2. Contract Documents

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

3. Interpretation

3.1 Language

3.1.1 All Contract Documents, all correspondence, and communications to be given shall be written in the language specified **in the SCC**, and the Contract shall be construed and interpreted in accordance with that language.

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

3.2 Singular and Plural

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

3.3 Headings

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

3.4 Persons

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

3.5 INCOTERMS ®

Any commercial term, and the rights and duties associated with it, are interpreted according to the latest version of Incoterms. In the event of inconsistencies between the issuance of the Incoterms and the contract documents, the latter shall be approved. Incoterms are the international standards and principles issued by the International Chamber of Commerce in Paris, which define and interpret trade terms (conditions).

3.6 Entire Agreement

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

3.7 Amendment

No amendment 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 Bidder

The Bidder shall be an independent bidder 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 Bidder shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subbidders engaged by the Bidder in connection with the performance of the Contract shall be under the complete control of the Bidder and shall not be deemed to be employees of the Contracting entity.

3.9 Joint Venture or Consortium

If the Bidder is a Joint Venture or consortium of two or more persons, all such firms shall be jointly and severally bound to the Contracting entity for the fulfillment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind the Joint Venture or consortium. The comJob Title or constitution of the Joint Venture or consortium shall not be altered without the prior consent of the Contracting entity. The Joint venture or consortium agreement shall be officially endorsed before bid submission by a Public Notary after obtaining clearance from the Companies Registrar (if a company is involved) and the Public agency of Taxes in every case.

3.10 Assignment of rights

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

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

3.11 Contract Terms Enforceability

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

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, supply, 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

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing or by cable (the term "cable" is deemed to include electronic mail, telex, or facsimile as specified **in the SCC**) to be followed by a signed confirmation letter) and shall be sent to the address of the relevant party as specified **in the SCC**. A notice shall be effective on the date of its delivery or on such a date as specified in the notice, whichever is later.

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

5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the applicable laws of IRAQ.

6. Settlement of Disputes 6.1 Conciliation

6.1.1 If any dispute of any kind whatsoever shall arise between the Contracting entity and the Bidder in connection with or arising out of the Contract, (whether during the progress of implementation or after its achieving Initial acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, within twenty eight (28) days after one party has notified the other in writing of the dispute or difference, then, if the Contract Agreement in Appendix 2 includes and names an Agreed Dispute Settlement Broker, the dispute shall be referred in writing by either party to the Broker, with a copy to the other party. If there is no Broker specified in the Contract Agreement, the mutual consultation period stated above shall last 56 days (instead of 28), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1.

6.1.2 The Dispute Settlement Broker shall give his or her decision in writing to both parties within twenty-nine (29) days of a dispute being referred to the Broker. If the Broker has done so, and no notice of intention to commence arbitration has been given by either the Contracting entity or the Bidder within fifty-six (56) days of such reference, the decision shall become final and binding upon the Contracting entity and the Bidder. Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.3 The Dispute Settlement Broker shall be paid as indicated **in the SCC** an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Broker, and these costs shall be divided equally between the Contracting entity and the Bidder.

6.1.4 Shall the Dispute Settlement Broker resign or die, or shall the

Contracting entity and the Bidder agree that the Broker is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Dispute Settlement Broker shall be jointly appointed by the Contracting entity and the Bidder. Failing agreement between the two within twenty-nine (29) days, the new Broker 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 the SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Broker or an Appointing Authority, be implemented as if there is no Broker.

6.2 Arbitration

6.2.1 If either the Contracting entity or the Bidder is dissatisfied with the Conciliation decision, or if the Conciliation fails to give a decision within twenty-nine (29) days of a dispute being raised by any of the parties or if no Dispute Settlement Broker was appointed, then either the Contracting entity or the Bidder may, within fifty-six (56) days of such reference (where applicable), give notice to the other party, of its intention to commence arbitration, 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 in line with GCC Clause 6.2.3. Arbitration may be commenced prior to or after Installation of the IT system.

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

6.3 Notwithstanding any reference to the Dispute Settlement Broker or arbitration in this clause,

(a) the parties shall continue to perform their respective obligations under

the Contract unless they otherwise agree;

- (b) the Contracting entity shall pay the Bidder any monies due the Bidder.

B. SUBJECT MATTER OF CONTRACT

7. Scope of IT System

- 7.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Bidder'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 supply, 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 Bidder 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 Initial acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- 7.3 The Bidder's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost Form of the Bidder'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 Initial acceptance

- 8.1 The Bidder shall commence work on the System within the period specified in the SCC, and without prejudice to GCC Clause 28.2, the Bidder shall thereafter proceed with the implementation 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 Bidder shall achieve Initial acceptance of the System (or Subsystem(s))

where a separate time for Initial acceptance of such Subsystem(s) is specified in the Contract) within the time specified in the SCC, or within such extended time approved by the Contracting entity pursuant to GCC Clause 40 (Extension of Time for Achieving Initial acceptance)

9. Bidder's Responsibilities

- 9.1 The Bidder 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, IT systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Bidder shall provide and employ only technical personnel who are skilled and experienced in their respective domains and supervisory staff who are competent to adequately supervise the work at hand. The SCC will specify special requirements concerning the employment of Iraqi citizens by the Bidder in the implementation of this Contract .
- 9.2 The Bidder 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 Contracting entity and on the basis of information that the Bidder 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 Bidder relating to the System as at the date of bid submission. The Bidder 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 winningly performing the Contract.
- 9.3 The Bidder 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 Bidder shall acquire in its name all permits, approvals, and/or licenses in the Contracting entity's Country that are necessary for the performance of

the Contract and that are not the responsibility of the Contracting entity under GCC Clause 10.3 .

- 9.5 The Bidder shall comply with all laws in force in the Contracting entity's Country. The Bidder shall indemnify and hold harmless the Contracting entity 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 Bidder or its personnel, including the Subbidders and their personnel, but without prejudice to GCC Clause 10.1 .
- 9.6 The Bidder shall, in all dealings with its labor and the labor of its Subbidders 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 Bidder shall permit the IBSA to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the, if so required IBSA and as per the relevant applicable Iraqi Laws.
- 9.9 If any proceedings are brought or any claim is made against the Bidder that might subject the Contracting entity to liability under this Contract, the Bidder shall promptly give the Contracting entity notice of such proceedings or claims, and the Contracting entity may at its own expense and in the Bidder's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contracting entity fails to notify the Bidder within twenty-eight (29) days after receipt of such notice that it intends to conduct any such proceedings or claim the Bidder shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Bidder shall, at the Contracting entity's request, afford all available assistance to the Contracting entity in conducting such proceedings or claim and shall be reimbursed by the Contracting entity for all reasonable expenses incurred in so doing

9.10 Other Bidder responsibilities, if any, are as stated in the SCC.

**10. Contracting
entity's
Responsibilities**

10.1 The Contracting entity shall ensure the accuracy of all information and/or data to be supplied by the Contracting entity to the Bidder, except when otherwise expressly stated or declared.

10.2 The Contracting entity 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 .

10.3 The Contracting entity 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 Bidder, the Contracting entity shall use its best endeavors to assist the Bidder in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local authorities .

10.5 The Contracting entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Initial acceptance of the System, as identified in the Agreed and Finalized Project Plan, except where provision of such items is identified in the Contract as being the responsibility of the Bidder .

10.6 Unless otherwise specified in the Contract or agreed upon by the Contracting entity and the Bidder, the Contracting entity shall provide sufficient, properly qualified operating and technical personnel as well as trainees .

10.7 The Contracting entity assumes primary responsibility for the Initial 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 Initial acceptance. However, this shall not limit in any way the Bidder's responsibilities after the date of Initial acceptance otherwise specified in the

Contract.

- 10.8 The Contracting entity 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 Bidder elsewhere in the Contract.
- 10.9 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Contracting entity, save those to be incurred by the Bidder with respect to the performance of the Initial acceptance Test(s), in accordance with GCC Clause 27.2.
- 10.10 If any proceedings are brought or any claim is made against the Contracting entity that might subject the Bidder to liability under this Contract, the Contracting entity shall promptly give the Bidder notice of such proceedings or claims, and the Bidder may at its own expense and in the Contracting entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim .
If the Bidder fails to notify the Contracting entity within twenty-eight (29) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Contracting entity shall be free to conduct the same on its own behalf. the Contracting entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim .
The Contracting entity shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.
- 10.11 Other Contracting entity responsibilities, if any, are as stated in the SCC.

C. PAYMENT

11. Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:
- (a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
 - (b) in accordance with the price amendment formula (if any) specified in the SCC;
 - (c) in case of changes to the quantities as may be instructed by the Contracting entity.
- 11.3 The Bidder 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 Bidder's request for payment shall be made to the Contracting entity 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 . The Contract Price shall be paid as specified in the SCC.
- 12.2 No payment made by the Contracting entity herein shall be deemed to constitute acceptance by the Contracting entity of the System or any Subsystem(s).
- 12.3 Payments shall be made promptly by the Contracting entity, but in no case later than sixty (60) days after submission of a valid invoice by the Bidder. In case the Contracting entity fails to make any payment by its respective due date or within the period set forth in the Contract, the settlement of this delay shall be settled as specified in the SCC.
- 12.4 Pursuant to GCC Clause 11, all payments shall be made in the currency or currencies specified in the Bidder's bid and as indicated in the SCC.

12.5 If according to GCC Clause 12.4 payment in foreign currency is permissible and unless otherwise specified in the SCC, payment of the foreign currency portion of the Contract Price for Goods supplied from outside the Contracting entity's Country shall be made to the Bidder through an irrevocable letter of credit opened by an authorized bank in the Bidder's Country and will be payable on presentation of the appropriate documents and in accordance with the relevant applicable Iraqi Laws. The letter of credit will be subject to Article 10 of the latest revision of Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.

13.

13.1 Issuance of Securities

GUARANTIES

The Bidder shall provide the securities specified below in favor of the Contracting entity at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

13.2.1 As specified in the SCC, the Bidder 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 Tender Documents or in another form acceptable to the Contracting entity. The amount of the security may be reduced in proportion to the value of the System executed by and paid to the Bidder and shall automatically become null and void when the full amount of the advance payment has been recovered by the Contracting entity. The way the value of the security may be reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Bidder immediately after its expiration .

13.3 Good performance guarantee

13.3.1 The Bidder shall, within fourteen (14) days, or twenty nine (29) days including warning period in case of Unwinning Bidders Complaints, of the notification of Contract award, provide a good performance

guarantee for the due performance of the Contract in the amount and currency specified in the SCC.

13.3.2 The good performance guarantee shall be in one of the following forms:

- (a) a bank guarantee, in accordance to the valid instructions and laws of Iraq.
- (b) certified check.
- (c) any other form acceptable by the contracting entity.

13.3.3 The good performance guarantee shall automatically become null and void once all the obligations of the Bidder under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period and where the Final Payment Settlements have been decided and Final Acceptance Certificate has been issued .

13.3.4 The security may be reduced pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Final Acceptance pursuant to GCC Clause 29.14, if permitted by the Contract, on the date(s) of such Final Acceptance and as indicated in the SCC.

14. Taxes and Duties

14.1 The Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Contracting entity according to the valid legislations. The only exception are taxes, levies and/or duties that are explicitly excluded from the Contract Price in Article 2 of the Contract Agreement.

14.2 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-nine (29) days prior to the date of bid submission in the Contracting entity's Country (also called "Tax" in this GCC Clause 14.1) and as specified in the SCC .

The value of the contract will be adjusted, whether increase or decrease, according to the case, if any of the following occurs during the period of

contract implementation:

- If any tax is increased or decreased, or
 - If a new tax is added or an existing tax is canceled, or
 - If there is a change in the interpretation or application of any tax,
- The foregoing had an effect on the bidder or any of its subbidders or their employees, so that the contract value is adjusted in an equal manner to this effect.

D. INTELLECTUAL PROPERTY

- 15. Copyright**
- 15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 15.2 The Contracting entity may request from the Bidder or produce on its own additional copies of Standard Materials for use within the scope of the project.
- 15.3 The Contracting entity'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 Contracting entity's and Bidder's rights and obligations with respect to Custom Software and Custom Materials or elements thereof 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, vest in the Contracting entity. The Bidder shall do each necessary act that the Contracting entity may consider necessary or desirable to perfect the right, title, and interest of the Contracting entity in and to those rights including but not limited to waiver of any moral rights by any such right holders.

- 16. Software License Agreements**
- 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Contracting entity, the Bidder hereby grants to the Contracting entity 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:
- (1) nonexclusive;

- (2) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);(
 - (3) valid throughout the territory of the Contracting entity’s Country (or such other territory as specified in the SCC); and
 - (4) subject to additional restrictions (if any) as specified in the SCC.
- (b) permit the Software to be:
- (1) used or copied for use on or with backup computers or servers as well as primary ones;
 - (2) used or copied for use on or transferred to a replacement computer(s);(
 - (3) 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;
 - (4) reproduced for safekeeping or backup purposes;
 - (5) customized, adapted, or combined with other computer software for use by the Contracting entity, 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;
 - (6) disclosed, reproduced and sublicensed by the Contracting entity for support and maintenance services subject to the same restrictions as are set forth in this Contract; and

16.2 The Standard Software may be subject to audit by the Bidder, 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 Contracting entity and the Bidder (“the Receiving Party”) shall each keep confidential and shall not, without the written consent of the other party to this Contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information:”

- (a) submitted directly or indirectly by the Party in connection with this

Contract; or

- (b) where the Bidder is the Receiving Party, generated by the Bidder in the course of the performance of its obligations under the Contract, whether such information has been submitted or generated prior to, during, or following termination of the Contract (“Confidential Information.”)

17.2 Notwithstanding the above:

- (a) the Bidder may submit to its Subbidder Confidential Information of the Contracting entity to the extent reasonably required for the Subbidder to perform its work under the Contract; and
- (b) the Contracting entity may submit Confidential Information of the Bidder: (1) to its support service bidders and their subbidders to the extent reasonably required for them to perform their work under their support service contracts; and (2) to its affiliates and subsidiaries , in which event the Receiving Party shall ensure that the person to whom it submits Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this GCC Clause 17.

17.3 The Contracting entity shall not, without the Bidder’s prior written consent, use any Confidential Information received from the Bidder for any purpose other than the operation, maintenance and further development of the System. Similarly, the Bidder shall not, without the Contracting entity’s prior written consent, use any Confidential Information received from the Contracting entity for any purpose other than those that are required for the performance of the Contract .

17.4 The obligation of a party under GCC Clauses 17.1, 17.2, and 17.3 above, however, shall not apply to that information which:

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

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

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

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

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

**18.
Representatives**

18.1 Project Manager

If the Project Manager is not named in the Contract, then within twenty nine(29) days of the Effective Date, the Contracting entity shall appoint and notify the Bidder in writing of the name of the Project Manager. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Contracting entity on all day-to-day matters relating to the System or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract.

18.2 Bidder's Representative

18.2.1 If the Bidder's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Bidder shall appoint the Bidder's Representative and shall request the Contracting entity in writing to approve the person so appointed. The request shall be accompanied by a detailed curriculum vitae for the nominee. If the Contracting entity does not object to the appointment within twenty nine(29) days, the Bidder's Representative shall be deemed to have been approved. If the Contracting entity objects to the appointment within twenty nine (29) days giving the reason therefor, then the Bidder 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 Bidder's Representative shall have the authority to represent the Bidder on all day-to-day matters relating to the System or arising from the Contract. The Bidder's Representative shall give to the Project Manager all the Bidder's notices, instructions, information, and all other

communications under the Contract.

All notices, instructions, information, and all other communications given by the Contracting entity or the Project Manager to the Bidder under the Contract shall be given to the Bidder's Representative except as otherwise provided for in this Contract.

18.2.3 The Bidder shall not revoke the appointment of the Bidder's Representative without the Contracting entity's prior written consent, which shall not be unreasonably withheld. If the Contracting entity consents to such an action, the Bidder shall appoint another person of equal or superior qualifications as the Bidder's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Bidder's Representative and staff are obliged to work closely with the Contracting entity's Project Manager and staff, act within their own authority, and abide by directives issued by the Contracting entity that are consistent with the terms of the Contract. The Bidder's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Bidder's Representative may, subject to the approval of the Contracting entity (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. No such delegation or revocation shall take effect unless and until a copy of such a notice has been delivered to the Contracting entity and the Project Manager and the same is approved .

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 Bidder's Representative.

18.3 Objections and Removals

18.3.1 The Contracting entity may by notice to the Bidder object to any representative or person employed by the Bidder in the execution of the Contract who, in the reasonable opinion of the Contracting entity, may have behaved inappropriately, be incompetent, or be negligent. The Contracting entity shall provide particulars of the same, whereupon the

Bidder shall remove such person from work on the System.

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

**19. contract
(project) or work
program plan**

19.1 In close cooperation with the Contracting entity and based on the Initial Project Plan included in the Bidder's bid, the Bidder 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 Bidder shall formally present to the Contracting entity the Project Plan in accordance with the procedure specified in the SCC .

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

19.4 The Progress and other reports specified in the SCC shall be prepared by the Bidder and submitted to the Contracting entity in the format and frequency specified in the Technical Requirements.

**20.
Subcontracting**

20.1 Unless otherwise stated in the SCC, Appendix 3 (List of Approved Subbidders) to the Contract Agreement specifies items of supply or services and a list of Subbidders for each item that are considered acceptable by the Contracting entity. The Bidder may from time to time propose additions to or deletions from this list. The Bidder shall submit any amendment to the list to the Contracting entity for its approval in sufficient time so as not to impede the progress of work on the System. The Contracting entity shall not withhold such approval unreasonably. Such approval by the Contracting entity of a Subbidder(s) shall not relieve the Bidder from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Bidder may, at its discretion, select and employ Subbidders for such items from those Subbidders listed pursuant to GCC Clause 20.1. If the Bidder wishes to employ a Subbidder not so listed, or subcontract

an item not so listed, it shall seek the Contracting entity's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subbidder lists have not been specified in Appendix 3 to the Contract Agreement, the Bidder may employ such Subbidders as it may select, provided: (1) the Bidder notifies the Contracting entity in writing at least twenty-nine (29) days prior to the proposed mobilization date for such Subbidder; and (2) by the end of this period either the Contracting entity has granted its approval in writing or fails to respond. The Bidder shall not engage any Subbidder to which the Contracting entity has objected in writing prior to the end of the notice period.

20.4 Where the Bidder is a Public Entity, any governing limitations on the employment of subbidders will prevail.

21.1 Technical Specifications and Drawings

**21.
Design and
Engineering**

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

The Bidder 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 submitted in writing to the Bidder by or on behalf of the Contracting entity and where such inaccuracy could have not been detected by a reasonably competent Bidder.

21.1.2 The Bidder shall be entitled to disclaim responsibility for any further design, data, drawing, specification, or other document, or any amendment of such design, drawings, specification, or other documents provided or designated by or on behalf of the Contracting entity, and that were not previously provided in the Tender Documents, by giving a timely notice of such disclaimer to the Project Manager latest by 14

days from receiving such a document. Otherwise, such a disclaimer is forfeited.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (29) 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 Contracting entity and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Technical Documents by the Project Manager

21.3.1 The Bidder shall prepare and submit 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 submitted to the Project Manager for its review only.

21.3.2 Within twenty eight (29) days or such other period specified in the Technical Requirements 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 approve the document or shall notify the Bidder in writing of its disapproval of the document and the reasons for disapproval and the amendments that the Project Manager proposes and the time limits granted for conducting the amendments. If the Project Manager fails to take such action within the above period, 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 Bidder shall amend 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 amendment(s), the Bidder shall make the required amendment(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.5 If any dispute or difference occurs between the Contracting entity and the Bidder in connection with or arising out of the disapproval by the Project Manager of any document and/or any amendment(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 Dispute Settlement Broker, such dispute or difference may be referred to the Broker for determination in accordance with GCC Clause 6.1 (Agreed Broker). If such dispute or difference is referred to an Broker, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed .

21.3.6 The Project Manager's approval, with or without amendment of the document submitted by the Bidder, shall not relieve the Bidder of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from amendments required by the Project Manager and where the Bidder has exercised every reasonable effort to inform the Project Manager of the possible negative consequences of such amendments.

21.3.7 The Bidder shall not depart from any approved document unless the Bidder 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. Supply,
Delivery, and
Transport**

22.1 Subject to GCC Clause 14.2, the Bidder 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 Bidder in accordance with the Technical Requirements.

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

22.4 Transportation

22.4.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment and as instructed by the Contracting entity.

22.4.2 The Bidder will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and Conditions used in the specification of prices in the Price Schedules, including the terms and Conditions of the associated INCOTERMS

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

22.4.4 Unless otherwise specified in the SCC, the Bidder will provide the Contracting entity with shipping and other documents, as specified below:

Upon shipment, the Bidder shall notify the Contracting entity and the insurance company contracted by the Bidder to provide cargo insurance in writing with the full details of the shipment. The Bidder shall promptly send the following documents to the Contracting entity by mail or courier, as appropriate, with a copy to the cargo insurance company:

- (a) two copies of the Bidder's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) standard transportation documents;
- (c) insurance certificate ;

- (d) certificate(s) of origin endorsed by the competent Iraqi Authority in the country of origin unless the country of origin is an Arab State in which case the certificate will be endorsed only by the competent Authority of the country of origin; and
- (e) estimated time and point of arrival in the Contracting entity's Country (if applicable) and at the site.

22.6 Customs Clearance

- (a) Based on the particular IINCOTERM(s) used, either the Contracting entity or the Bidder will bear responsibility for, and cost of, customs clearance into the Contracting entity's country of Goods supplied from outside the Contracting entity's country .
- (b) If as per GCC Clause 22.6 (a), the Contracting entity is responsible for Customs clearance into the Contracting entity's country, the Bidder- at the request of the Contracting entity- will make available a representative or agent during the process of customs clearance. In the event of delays in customs clearance that are not the fault of the Bidder, the Bidder shall be entitled to an extension in the Time for Achieving Initial acceptance, pursuant to GCC Clause 40.

23. Product Upgrades

- 23.1 At any point during performance of the Contract, shall technological advances, cost reductions or additional and/or improved support and facilities be introduced by the Bidder for Information Technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer the same at no extra cost to the Contracting entity pursuant to GCC Clause 39 (Changes to the System.(
- 23.2 During performance of the Contract, the Bidder shall offer to the Contracting entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their release. In no case will the prices for these Software exceed those quoted by the Bidder in its bid .
- 23.3 During the Warranty Period, unless otherwise specified in the SCC, the Bidder will provide at no additional cost to the Contracting entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their release .

23.4 In any case, the bidder cannot stop supporting and maintaining any copy or version of the software before the expiration of a period of 24 months from the date the contracting entity receives the operational version ready for a later version or update or a later version. The contracting entity will use all reasonable endeavors to apply and download any recent copy or any new version or update as soon as possible.

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

24.1 The Bidder 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 With regard to the prices of services not mentioned in the contract (including, but not exclusively, tables of recurrent costs contained in the bidder's bid), the parties shall agree on them in advance provided that these prices do not exceed those, the prevailing rates charged by the bidder from other contracting entites in Iraq For similar services.

**25.
Inspections and
Tests**

25.1 The Contracting entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements and as indicated in the SCC, 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 Contracting entity and the Project Manager or their designated representatives shall be entitled to attend any such inspections and/or tests of the components, provided that the Contracting entity 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 as long as such expenses and fees are not explicitly assigned to the Bidder in the Contract.

25.3 Shall the inspected or tested components fail to conform to the Contract, the Contracting entity may reject the component(s), and the Bidder shall either replace the rejected component(s), or make alterations as necessary so that it fulfills the Contract requirements free of cost to the Contracting entity. The expenses/fees associated with retesting, if

required by the Contracting entity, shall be borne by the Bidder.

25.4 In case the Contracting entity is still in doubt of a certain inspection result, the Project Manager may require the Bidder to carry out further inspection and/or test not specified in the Contract. If the results were favoring the Bidder side, the Contracting entity shall reasonably compensate the Bidder for all relevant expenses incurred in terms of time and costs that were not included in the Contract .

26. Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Bidder, been made ready for Commissioning and Initial acceptance Testing in accordance with the Technical Requirements and the Agreed and Finalized Project Plan, the Bidder shall so notify the Contracting entity in writing.

26.2 within a period not exceeding 29 days or any other period specified by the technical requirements , calculated from the date of th receipt of the notice of the bidder mentioned in clause 26.1 of the general Conditions of the contract ,the contract manager shall either:

(A) issuance of an installation certificate clarifying that the system , the main part , or the subsystem (in case it is possible under the contract to perform a partial receipt of certain parts or subsystems)that was installed on the date of the bidder's notice mentioned in clause 26.1 of the Conditions the general contract ,or.

(B) Written notification to the bidder of any defect and / or defect. Then the bidder will, at his own expense, promptly, make all reasonable endeavors to remedy this defect and / or defect. Upon its completion, the bidder shall re-test the system or sub-system at his own expense as well; if the result is positive and the system or sub-system is ready – in the bidder’s view – for operation and for initial receipt checks, the bidder notifies the contracting entity in writing in accordance with Article 26.1 of General terms of contract. The mechanism stipulated in Article 26.2 of the general Conditions of the contract shall be re-applied as necessary, until the installation certificate is issued.

26.3 The system or subsystem will be considered to have been installed

winningly in any of the following two cases:

- a) If the contract manager does not notify the bidder of any defect and / or defect, or did he issue the installation certificate within the 29-day period or any other period specified by the technical requirements, calculated from the date of receipt of the bidder's notice mentioned in Article 26.1 of the general Conditions of the contract ; Or
- b) If the contracting entity develops the system or subsystem into production operation;
Then the acceptable installation date will be considered the date of the bidder's notification to the contracting entity in accordance with Article 26.1 or any later notification date in accordance with Article 26.2 of the general contract terms, or the date the contracting entity operates the system for the purpose of production, according to the case.

27. Commissioning and Initial acceptance

27.1 Commissioning

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

- (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 Requirements 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 Production use of the System or Subsystem(s) shall not commence prior to the start of formal Initial acceptance Testing.

27.2 Initial acceptance Tests

27.2.1 The Initial acceptance Tests shall be conducted with the full cooperation of the Bidder during Commissioning of the System (or Subsystem[s] if specified in the Contract), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and fulfills the standard of performance quoted in the Bidder's bid, including, but not restricted to, the functional and technical performance requirements. The Initial 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 Contracting entity's discretion, Initial acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Initial acceptance of the System .

27.2.2 If for reasons attributable to the Contracting entity, the Initial acceptance Test of the System (or Subsystem[s] or major component if allowed by the SCC and/or the Technical Specifications) cannot be winningly completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Contracting entity and the Bidder, the Bidder 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 Initial acceptance

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

- (a) the Initial acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been winningly completed; or
- (b) the Initial acceptance Tests have not been winningly completed or have not been carried out for reasons that are attributable to the Contracting entity within the period specified in GCC Clause 27.2.2 above; or
- (c) the Contracting entity 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 Bidder shall notify the Contracting entity 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 Bidder may give a notice to the Project Manager requesting the issue of an Initial acceptance Certificate.

27.3.3 After consultation with the Contracting entity, and within twenty nine (29) days after receipt of the Bidder's notice, the Project Manager shall:

- (a) issue an Initial acceptance Certificate; or
- (b) notify the Bidder in writing of any defect or deficiencies or other reason for the failure of the Initial acceptance Tests.

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

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

- (a) the Contracting entity may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or
- (b) if the failure to achieve Initial acceptance within the specified time period is a result of the failure of the Contracting entity to fulfill its obligations under the Contract, then the Bidder 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.

27.4 Partial Acceptance

27.4.1 If specified in the Contract, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract

relating to Installation and Commissioning, including the Initial acceptance Test, shall apply to each such major component or Subsystem individually, and Initial acceptance Certificate(s) shall be issued accordingly, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Initial acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Bidder of its obligation to obtain an Initial acceptance Certificate for the System as a whole after all major components and Subsystems have been supplied, installed, tested, and commissioned.

F. Guarantees and Liabilities

28.
Initial
acceptance
Time
Guarantee

28.1 The Bidder guarantees that it shall complete the supply, Installation, Commissioning, and achieve Initial acceptance of the System (or Subsystems, if specified in the Contract) within the time period(s) specified in GCC Clause 8.2 .

28.2 If the Bidder fails to supply, install, commission, and achieve Initial acceptance of the System (or Subsystems if specified in the Contract) within the time period(s) specified in GCC Clause 8.2, the Bidder shall pay to the Contracting entity 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 Initial acceptance.

The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC (“the Maximum”) as a percentage of the Contract Price, or the relevant part of the Contract Price that has not achieved Initial acceptance .

Once the Maximum is reached, the Contracting entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2 .

By the time the delay accumulates to 25% of the Duration of Implementation specified in GCC Clause 8.2, the Contracting entity will take every measure to accelerate the implementation including the

formation of an Acceleration Committee in which the Bidder is represented. Notwithstanding its detailed scope of intervention and legal mandate, the Committee may either order the Bidder to speed up the implementation or may order termination pursuant to GCC Clause 41.

28.3 Unless otherwise specified in the SCC, Liquidated damages shall be deducted and/or collected upon expiry of the contract implementation period inclusive of any granted Extensions unless the Contract is divided into sections or subsystems with distinct prices and delivery periods for each. In the latter case, liquidated damages relevant to each section or subsystem will be deducted and/or collected upon the expiry of the implementation period for that section or subsystem. This Clause 28.3 shall not limit, however, any other rights or remedies the Contracting entity may have under the Contract for other delays .

28.4 If liquidated damages are claimed by the Contracting entity for the System (or Subsystem), the Bidder shall have no further liability whatsoever to the Contracting entity in respect to the Initial acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Bidder 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 Bidder warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services and Software 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. 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 Bidder 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 Bidder warrants that: (1) all Goods components to be incorporated into the System form part of the Bidder's and/or Subbidder's current product lines, (2) they have been previously released to the market, and (3) 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 Initial acceptance of the System (or of any major component or Subsystem for which separate Initial 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 shall be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with the Contracting entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Bidder 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 Bidder shall remain the property of the Bidder with the exception of all types of software

29.6 The Bidder 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 Contracting entity;
- (b) normal wear and tear;
- (c) use of the System with items not supplied by the Bidder, unless otherwise identified in the Technical Requirements, or approved by the Bidder; or
- (d) amendments made to the System by the Contracting entity, or a third party, not approved by the Bidder.

29.7 The Bidder'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 Contracting entity or any matters for which the Bidder has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

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

29.9 The Bidder may, with the consent of the Contracting entity, 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 Contracting entity may give the Bidder notice requiring that tests of the defective part be made by the Bidder immediately upon completion of such remedial work, whereupon the Bidder shall carry out such tests.

If such part fails the tests, the Bidder 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 Contracting entity and the Bidder.

29.10 If the Bidder 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 Contracting entity may, following notice to the Bidder, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Contracting entity in connection with such work shall be paid to the Contracting entity by the Bidder or may be deducted by the Contracting entity from any monies due the Bidder or claimed under the Good Performance Guarantee.

29.11 If the System or Subsystem cannot be used by reason 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 Contracting entity because of such defect.

29.12 The Defect Liability Warranty for items substituted for defective parts of the System shall be restarted for an equal amount of the original period of warranty commencing again on that date of the winning replacement .

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

29.14 Upon satisfactory completion of the warranty and defects liability period(s) the Contracting entity will issue a Final Acceptance Certificate(s) to the Bidder. The issuance of Final Acceptance Certificates for individual major components or Subsystems shall not relieve the Bidder of its obligation to obtain a Final Acceptance Certificate for the System as a whole once the defects liability periods of all major components and Subsystems have been winningly completed.

30.1 The Bidder guarantees that, once the Initial acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Contracting entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract excluding the obligations set forth under GCC Clause 29. The Bidder acknowledges that GCC Clause 27 regarding Commissioning and Initial acceptance governs how technical conformance of the System to the Contract requirements will be determined.

30.2 "Year 2000 Compliance." The Bidder warrants that the IT systems and Technologies being supplied under this Contract are designed or modified, and fully tested, to operate without interruption or manual intervention in compliance with Contract requirements for dates before and after 2000 AD .

30.3 If, for reasons attributable to the Bidder, the System does not conform to

30.
Functional
Guarantees

the Technical Requirements or does not conform to all other aspects of the Contract, the Bidder shall at its cost and expense make such changes, amendments, and/or additions to the System as may be necessary to conform to the Technical Requirements and fulfill all functional and performance standards. The Bidder shall notify the Contracting entity upon completion of the necessary changes, amendments, and/or additions and shall request the Contracting entity to repeat the Initial acceptance Tests until the System achieves Initial acceptance.

30.4 If the System (or Subsystem[s]) fails to achieve Initial acceptance, the Contracting entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Bidder's good performance guarantee in accordance with GCC Clause 13.3 as part of the compensation for the extra costs and delays likely to result from this failure .

31.

**Intellectual
Property
Rights
Warranty**

31.1 The Bidder 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 Contracting entity in accordance with the Contract

do not and will not violate any intellectual property rights owned by any third party, and that he (i.e. the bidder) owns all legal rights of the system and will ensure access by himself and at his own expense to transfer any rights and any other necessary approvals in writing, and he transfers intellectual rights and assigns licenses to the contracting entity in a manner that enables It has the right to possess intellectual property rights and exercise its rights therein, as stated in this contract, and to the fullest extent. The bidder will guarantee, without any restrictions, the submission of all written agreements and approvals and the transfer of any rights from his employees and from any person or party that contributes to providing services for the development of the system subject to this contract, in order to ensure and assert ownership of the contracting entity for intellectual rights.

32.

**Intellectual
Property
Rights
Indemnity**

32.1 The Bidder shall indemnify and hold harmless the Contracting entity 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 Contracting entity 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 Bidder 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 by the Bidder 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 Contracting entity's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover

- any use of the System other than for the purpose indicated by or to be reasonably inferred from the Contract; and
- any infringement resulting from the use of the System in association or combination with any other goods or services not supplied by the Bidder, where the infringement arises because of such association or combination and not because of use of the System in its own right and such association is neither mentioned in the Contract nor notified to the bidder during implementation.

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

- (a) is asserted by a parent, subsidiary, or affiliate of the Contracting entity's organization;
- (b) is a direct result of a design mandated by the Contracting entity's Technical Requirements and the possibility of such infringement was duly noted in the Bidder's Bid; or
- (c) results from the alteration of the System, including the Materials, by the Contracting entity or any persons other than the Bidder or a person duly authorized by the Bidder.

32.5 The Contracting entity shall indemnify and hold harmless the Bidder and its employees, officers, and Subbidders 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 Bidder or its employees, officers, or Subbidders 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 Bidder in connection with this Contract by the Contracting entity or any persons (other than the Bidder) contracted by the Contracting entity, except to the extent that such losses, liabilities, and costs arise as a result of the Bidder's breach of Contract .

32.6 Such indemnity shall not cover :

- any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, or
- any infringement resulting from the use of the above in association or combination with any other Goods or Services not provided by the Contracting entity, 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 Bidder's organization;
- (b) to the extent that any claim of infringement caused by the alteration, by the Bidder, or any persons contracted by the Bidder, of the design, data, drawing, specification, or other documents or materials provided to the Bidder by the Contracting entity or any persons contracted by the Contracting entity.

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 Bidder shall be liable to the Contracting entity, whether in contract, tort, or otherwise, for indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs as determined by the competent Iraqi Court. Such liability is distinct from the obligations of the

Bidder to pay liquidated damages to the Contracting entity as per the Contract; and

- (c) the aggregate liability of the Bidder to the Contracting entity, whether under the Contract, in tort or otherwise, shall be as determined by the competent Iraqi Court in addition to the maximum amount of liquidated damages.

G. Risk Distribution

34.

**Transfer of
Ownership**

- 34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Contracting entity 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 Bidder's Equipment used by the Bidder and its Subbidders in connection with the Contract shall remain with the Bidder or its Subbidders unless otherwise required by the Contracting entity's Acceleration Committee as set forth in GCC Clause 28.2.

35.

**Care of
the System**

- 35.1 The Contracting entity shall become responsible for the care and custody of the System or Subsystems upon their approved Delivery to the Contracting entity's premises, and as per the Contract requirements. The Contracting entity 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 approved Delivery until the date of Initial acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Initial acceptance), excepting
 - loss amage arising from acts or omissions of the Bidder, its employees, or subbidderssuch loss or damage covered by insurance pursuant to GCC Clause 37.
- 35.2 If any loss or damage occurs to the System or any part of the System by

reason of:

- a) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced bidder 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 Contracting entity;
- c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Contracting entity as long as the impact of such reliance could have not been detected by a reasonably competent Bidder, or any such matter for which the Bidder has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Contracting entity shall pay to the Bidder all due sums payable in respect of the System or Subsystems that have achieved Initial acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Contracting entity requests the Bidder in writing to make good any loss or damage to the System thereby occasioned, the Bidder shall make good the same at the cost of the Contracting entity in accordance with GCC Clause 39. If the Contracting entity does not request the Bidder in writing to make good any loss or damage to the System thereby occasioned, the Contracting entity 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 Contracting entity shall terminate the Contract pursuant to GCC Clause 41.1 .

- 35.3 The Contracting entity shall be liable for any loss of or damage to any Bidder's Equipment which the Contracting entity has authorized to locate within the Contracting entity's premises for use in fulfillment of Bidder's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Bidder, its employees, or subbidders or where such loss or damage is covered by insurance pursuant to GCC Clause 37.

- 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**
- 36.1 The Bidder and each and every Subbidder shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Contracting entity's Country.
- 36.2 The Bidder shall indemnify and hold harmless the Contracting entity 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 Contracting entity 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 Bidder or its Subbidders, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Contracting entity, its bidders, employees, officers, or agents
- 36.3 The Contracting entity shall indemnify and hold harmless the Bidder and its employees, officers, and Subbidders from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Bidder or its employees, officers, or Subbidders may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Contracting entity, other than the System not yet achieving Initial 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 Bidder.
- 36.4 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 Bidder 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 Contracting entity, who shall not unreasonably withhold such approval.

- a) Cargo Insurance During Transport as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.
- b) Installation “All Risks” Insurance
as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring until Initial acceptance of the System.
- c) Third-Party Liability Insurance
On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Contracting entity’s personnel) and loss of or damage to property (including the Contracting entity’s property and any Subsystems that have been accepted by the Contracting entity) occurring in connection with the supply and installation of the IT system.
- d) Automobile Liability Insurance
In accordance with the statutory requirements prevailing in the Contracting entity’s Country, covering use of all vehicles used by the Bidder or its Subbidders (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 Contracting entity shall be named as co-insured under all insurance policies taken out by the Bidder pursuant to GCC Clause 37.1, and the Bidder’s Subbidders shall be named as co-insured under all insurance policies taken out by the Bidder 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 Bidder shall deliver to the Contracting entity certificates of insurance

(or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Bidder shall ensure that, where applicable, its Subbidder(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 Subbidders are covered by the policies taken out by the Bidder.

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

37.6 Unless otherwise provided in the Contract, the Bidder 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 Bidder. The Contracting entity shall give to the Bidder all such reasonable assistance as may be required by the Bidder in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Contracting entity's interest is involved, the Bidder shall not give any release or make any compromise with the insurer without the prior written consent of the Contracting entity. With respect to insurance claims in which the Bidder's interest is involved, the Contracting entity shall not give any release or make any compromise with the insurer without the prior written consent of the Bidder.

**38. Force
Majeure**

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Contracting entity or of the Bidder, 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, 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, epidemics, quarantine, and plague;
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves, or other natural or physical disaster .

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 or promptly after such an event would allow so.

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 Initial acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Initial 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 ninety (90) 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 Contracting entity and the Bidder shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

H. Change in Contract Elements

39. Changes to the System

39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.4 and 39.2.6 and as indicated in the SCC, the Contracting entity shall have the right to order the Bidder from time to time during the performance of the Contract to make any change, amendment, addition, or deletion to, in, or from the System (interchangeably called “Change ,)”

=rovided that such Change falls within the general scope of the System, is within the relevant Iraqi laws,

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 .

39.1.2 The Bidder may from any time or period during its performance of

the Contract propose to the Contracting entity any Change that the Bidder considers necessary or desirable to improve the quality or efficiency of the System and the Change is in accordance with the relevant Iraqi laws. The Contracting entity may at its discretion approve or reject any Change proposed by the Bidder.

39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Bidder in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any amendment of the Contract Price or the Time for Achieving Initial 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 Contract Forms Section in the Tender Documents .

39.1.5 Moreover, the Contracting entity and Bidder will agree, during development of the Project Plan, to a date prior to the scheduled date for Initial acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Initial acceptance.

39.2 Changes Originating from Contracting entity

39.2.1 If the Contracting entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Bidder a “Request for Change Proposal,” requiring the Bidder to prepare and submit 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 Initial 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 Upon receipt of the Contracting entity's Request for Change Proposal, the Bidder shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Bidder, at its discretion, may specify a validity period for the Change Proposal, after which if the Contracting entity and Bidder has not reached agreement in accordance with GCC Clause 39.2.5, then GCC Clause 39.2.6 shall apply.

39.2.3 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.

39.2.4 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 Bidder 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 twenty (20) percent, the Bidder may give a written notice of objection to this Request for Change Proposal prior to submitting the Change Proposal. If the Contracting entity accepts the Bidder's objection, the Contracting entity shall withdraw the proposed Change and shall notify the Bidder in writing of its acceptance.

39.2.5 Upon receipt of the Change Proposal, the Contracting entity and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within a reasonable time after such agreement, the Contracting entity shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the Contracting entity decides not to proceed with the Change for whatever reason, it shall notify the Bidder accordingly .

39.2.6 If the Contracting entity and the Bidder cannot reach agreement on the price for the Change, an equitable amendment to the Time for Achieving Initial acceptance, or any other matters identified in the Change

Proposal, the Bidder shall implement the Change as per the decisions and instructions of the Project Manager and the dispute will be referred to GCC Clause 6 (Settlement of Disputes)

39.3 Changes Originating from Bidder

39.3.1 If the Bidder proposes a Change pursuant to GCC Clause 39.1.2, the Bidder 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 39.2.5 and 39.2.6, except that the words “Change Proposal” shall be read, for the purposes of this GCC Clause 39.3.1 as “Application for Change Proposal”.

39.3.2 If the Bidder proposes changing the origin of any of the products part of the Contract, and the approval of this change would not impact the productivity and performance of the System or the project, then the Contracting entity may consider approving the change after taking the following provisions into consideration:

- The newly proposed product shall be of equal or better specifications and at the same or lower price than established in the contract;
- The products are of the same origin as per contract; however, some parts or constituents manufactured in different countries by branches of the Bidder and undergoing the same inspection, testing and quality assurance measures are finally assembled in the country of origin;
- The Bidder being a “Decent” Firm- as defined by the relevant regulations- has requested altering the country of origin because it has moved its manufacturing facilities to another country for financial reasons and the new manufacturing facilities are managed by the same mother company.

40. Extension of Time for Achieving

40.1 The time(s) for achieving Initial acceptance specified in the Schedule of Implementation shall be extended if the Bidder is delayed or impeded in the performance of any of its obligations under the Contract by reason of

**Initial
acceptance**

any of the following:

- a) any Change in the System as provided in GCC Clause 39 (Change in the IT system);
- b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- c) default of the Contracting entity or any of its other bidders or any legal authority; or
- d) any other matter specifically mentioned in the Contract;

With regard to the foregoing, the extension must be for a reasonable and fair period in all circumstances, so that it reflects the effect of delay or obstruction on the bidder fairly.

40.2 Except where otherwise specifically provided in the Contract, the Bidder shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Initial acceptance, together with particulars of the event or circumstance justifying such extension and a waiver of any of its rights to any other compensation of whatever nature as soon as reasonably practicable after the commencement of such event or circumstance but not later than (fifteen) 15 days from the date of commencement of such an event or circumstance.

Failure to abide by such a notice requirement will be considered as a waiver of the Bidder's entitlements to any Extension of Time.

As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim but not later than 30 days thereof, the Contracting entity will respond to such a claim. In case the Bidder does not accept the Contracting entity's estimate of a fair and reasonable time extension, the Bidder shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 6 .

Notices submitted after the date of Provisional Acceptance will be automatically rejected.

40.3 The bidder shall, at all times , make reasonable efforts to minimize any delay in the performance of his contractual obligations

41.

Termination

41.1 Termination for Contracting entity's Convenience

41.1.1 The Contracting entity may at any time terminate the Contract for any reason by giving the Bidder a notice of termination that refers to this GCC Clause 41.1 and as indicated in the SCC.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Bidder 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 Contracting entity 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 Contracting entity pursuant to GCC Clause 41.1.2 (d) (2) below;
- c) remove all Bidder's Equipment from the site, repatriate the Bidder's and its Subbidders' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- d) in addition, the Bidder, subject to the payment specified in GCC Clause 41.1.3, shall
 - (1) deliver to the Contracting entity the parts of the System executed by the Bidder up to the date of termination;
 - (2) to the extent legally possible, assign to the Contracting entity all right, title, and benefit of the Bidder to the System, or Subsystem, as at the date of termination, and, as may be required by the Contracting entity, in any subcontracts concluded between the Bidder and its Subbidders;
 - (3) deliver to the Contracting entity all nonproprietary drawings, specifications, and other documents prepared by the Bidder or its Subbidders 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 Contracting entity shall pay to the Bidder the following amounts:

- a) the Contract Price, properly attributable to the parts of the System executed by the Bidder as of the date of termination;
- b) the costs reasonably incurred by the Bidder in the removal of the Bidder's Equipment from the site and in the repatriation of the Bidder's and his own bidders;
- c) any amount to be paid by the Bidder to its Subbidders in connection with the termination of any subcontracts, including any cancellation charges;
- d) costs incurred by the Bidder 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 Bidder 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 withdrawal of work for Bidder's Default

41.2.1 The Contracting entity, without prejudice to any other rights or remedies it may possess, may withdraw the work forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Bidder, referring to this GCC Clause 41.2 :

- a) if the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a settlement 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 Bidder takes or suffers any other analogous action in consequence of debt;
- b) if the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or
- c) If it shows favoritism or not in favor of or against the interest of any person related to the contract, or if any of the contractor's employees, agents, or subcontractors promised to give any bribery (directly or indirectly) to any person or reward as described in Paragraph (f), However, the provision of any legal incentives and bonuses to the contractor employees does not

require the termination of the contract. If the bidder is involved, in the opinion of the contacting entity, in any of the fraud or corruption practices in his competition for the contract or in its implementation.

These practices include, but are not limited to, intentionally distorting facts (i.e. presenting them in a manner contrary to the truth) intentionally regarding

By having the appropriate authorization and / or license from the primary owner (the third party) to provide the hardware, software or other materials (subject to this contract) in his bid.

For the purposes of this article, the contacting entity adopts the definition of "corruption and illegal acts" in accordance with the relevant and applicable Iraqi laws. The contacting entity will also be guided by the following definitions:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“coercive practice” means 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;

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party .

"obstructive practice" is

- deliberate destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Contracting entity investigation into allegations of a corrupt, fraudulent, coercive or collusive practice as per the relevant applicable Iraqi Laws; 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 acts intended to materially impede the exercise of the Contracting entity's inspection and audit rights provided for under this contract in accordance with the relevant applicable Iraqi Laws and through the competent authorities.

41.2.2 The contracting entity may, without prejudice to any of its other rights under the contract, send a notice of default or default to the bidder, if:

- 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 submitted under GCC Clause 19 at rates of progress that give reasonable assurance to the Contracting entity that the Bidder can attain Initial acceptance of the System by the Time for Achieving Initial acceptance as extended including the situation of GCC Clause 28.2;

then the Contracting entity may, without prejudice to any other rights it may possess under the Contract, give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice, then the Contracting entity may terminate the Contract forthwith by giving a notice of termination to the Bidder 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 Bidder 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 Contracting entity 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 Contracting entity pursuant to GCC Clause 41.2.3 (d) below;
 - c) deliver to the Contracting entity the parts of the System executed by the Bidder up to the date of termination;
 - d) to the extent legally possible, assign to the Contracting entity all right, title and benefit of the Bidder to the System or Subsystems as at the date of termination, and, as may be required by the Contracting entity, in any subcontracts concluded between the Bidder and its Subbidders;
 - e) deliver to the Contracting entity all drawings, specifications, and other documents prepared by the Bidder or its Subbidders as at the date of termination in connection with the System.
 - f) comply with all other requirements and instructions of the Acceleration Committee as set forth in GCC Clause 28.2.

41.2.4 The Contracting entity may enter upon the site, expel the Bidder, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Contracting entity thinks appropriate, the Contracting entity may give notice to the Bidder that such Bidder's Equipment will be returned to the Bidder at or near the site and shall return such Bidder's Equipment to the Bidder in accordance with such notice. The Bidder 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 Bidder 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 Contracting entity from the Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this Contract.

41.2.6 If the Contracting entity completes the System, the cost of completing the System by the Contracting entity shall be determined on the basis of the actual costs incurred plus administrative expenses of 20% of the actual costs. If the sum that the Bidder is entitled to be paid, pursuant to GCC

Clause 41.2.5, plus the reasonable costs incurred by the Contracting entity in completing the System, exceeds the Contract Price, the Bidder shall be liable for such excess. If such excess is greater than the sums due the Bidder under GCC Clause 41.2.5, the Bidder shall pay the balance to the Contracting entity, and if such excess is less than the sums due the Bidder under GCC Clause 41.2.5, the Contracting entity shall not pay the balance to the Bidder.

41.2.7 The Contracting entity, without prejudice to any other rights it may possess under the Contract, may submit the particulars of the Bidder along with a request to enlist this Bidder under the Suspension/Black List to the Ministry of Planning and Development Cooperation that will take the necessary measures in this regard .

41.2.8 In case of termination based on GCC Clause 28.2, the Bidder may request withdrawal of the termination decision within a maximum of fifteen (15) days from the date of receipt of termination decision accompanied by a declaration of commitment to complete the activities as per the Agreed and Finalized Project Plan and details of his plans to do so. In such a case and if the progress till the termination date is 70% or more, the Contracting entity may decide to withdraw the termination decision but will continue applying liquidated damages as stipulated in GCC Clause 28.2.

41.3 Termination by Bidder

41.3.1 the bidder can send a notification to the contracting entity if :

- a) the Contracting entity has failed to pay the Bidder 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 Bidder may give a notice to the Contracting entity that requires payment of such sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Contracting entity to remedy the same, as the case may be. If the Contracting entity fails to pay such sum together with any additional resulting costs, 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 twenty

nine (29) days after receipt of the Bidder's notice; or

- b) the Bidder is unable to carry out any of its obligations under the Contract for any essential and justifiable reason attributable to the Contracting entity, including but not limited to the Contracting entity'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;

Within 29 days from the date of receiving the supplier's notice, if the contacting entity fails to pay the amounts due, or if it fails to agree to the payment request or any supporting documents and does not specify a reason for that, or fails to fix the breach, or if the provider continues to fail to fulfill its contractual obligations for reasons that return to the contacting entity, then the supplier may terminate the contract by sending a notification to that of the contacting entity stating this GCC 41.3.1

41.3.2 If the Contract is terminated under GCC Clauses 41.3.1, then the Bidder 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 by the bidder to the Contracting entity pursuant to Clause 41.3.2 (d) (2);
- c) remove all Bidder's Equipment from the site and repatriate the Bidder's and its Subbidder's personnel from the site.
- d) In addition, the Bidder, subject to the payment specified in GCC Clause 41.3.3, shall:
 - (1) deliver to the Contracting entity the parts of the System executed by the Bidder up to the date of termination;
 - (2) to the extent legally possible, assign to the Contracting entity all right, title, and benefit of the Bidder to the System, or Subsystems, as of the date of termination, and, as may be required by the Bidder, in any subcontracts concluded between the Bidder and its Subbidders;
 - (3) to the extent legally possible, deliver to the Contracting entity all drawings,

specifications, and other documents prepared by the Bidder or its Subbidders as of the date of termination in connection with the System.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1, the Contracting entity shall pay to the Bidder all payments specified in GCC Clause 41.1.3, and reasonable settlements for all loss, except for loss of profit, or damage sustained by the Bidder arising out of, in connection with, or in consequence of such termination.

41.3.4 Termination by the Bidder pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Bidder 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 Bidder 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 Contracting entity to the Bidder, account shall be taken of any sum previously paid by the Contracting entity to the Bidder under the Contract, including any advance payment paid pursuant to the SCC.

42.
Assignment

42.1 The Bidder shall not assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Bidder 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 only with the prior written consent of the Contracting entity and as indicated in the SCC.

Section VII. Special Conditions of Contract (SCC)

Notes on the Special Conditions of Contract (SCC)

{The SCC are used to specify in one place all the important information, deletions, changes, and additions relating to the GCC. The structure of the SCC presented here is designed to mirror that of the GCC themselves.

The Contracting Entity shall 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 Contracting Entity and the winning Bidder.

Illustrative sample text and explanatory notes are provided for each Special Condition to assist the Contracting Entity in preparing more appropriate and focused SCC. Much of the sample text may be adopted directly. The Contracting Entity may have to amend or expand the suggested text, however, to accommodate the specific circumstances of the Contracting Entity and/or the System the Contracting Entity wishes to procure.

In preparing the SCC, the Contracting Entity shall avoid at all costs introducing duplications and/or contradictions between the SCC and the GCC. In addition, the Contracting Entity shall also ensure that the Technical Requirements (and the Implementation Schedule that is part of the Technical Requirements) and the SCC remain internally consistent. }

Table of Clauses

A. Contract and Interpretation	201
1. Definitions (GCC Clause 1)	201
2. Contract Documents (GCC Clause 2)	202
3. Interpretation (GCC Clause 3)	202
4. Notices (GCC Clause 4)	202
6. Settlement of Disputes (GCC Clause 6)	203
B. Subject Matter of Contract	204
7. Scope of the System (GCC Clause 7)	204
8. Time for Commencement and Initial acceptance (GCC Clause 8)	205
9. Bidder’s Responsibilities (GCC Clause 9)	205
10. Contracting entity’s Responsibilities (GCC Clause 10)	205
C. Payment	205
11. Contract Price (GCC Clause 11)	205
12. Terms of Payment (GCC Clause 12)	206
13. Securities (GCC Clause 13)	208
14. Taxes and Duties (GCC Clause 14)	209
D. Intellectual Property	210
15. Copyright (GCC Clause 15)	210
16. Software License Agreements (GCC Clause 16)	212
17. Confidential Information (GCC Clause 17)	213
E. Supply, Installation, Testing, Commissioning, and Acceptance of the System	213
18. Representatives (GCC Clause 18)	213
19. Project Plan (GCC Clause 19)	214
20. Subcontracting (GCC Clause 20)	215
21. Design and Engineering (GCC Clause 21)	215
22. Supply, Delivery, and Transport (GCC Clause 22)	216
23. Product Upgrades (GCC Clause 23)	216
24. Implementation, Installation, and Other Services (GCC Clause 24)	217
25. Inspections and Tests (GCC Clause 25)	217
27. Commissioning and Initial acceptance (GCC Clause 27)	217
F. Guarantees and Liabilities	218
28. Initial acceptance Time Guarantee (GCC Clause 28)	218
29. Defect Liability (GCC Clause 29)	218
G. Risk Distribution	219
37. Insurances (GCC Clause 37)	219
39. Changes to the System (GCC Clause 39)	220
41. Termination (GCC Clause 41)	220

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

{Note: The following are sample clauses. The Contracting Entity shall complete, amend, add, or delete the following sample SCC clauses as appropriate. If a GCC clause is not applicable to the specific supply, 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 (a) (7)	The applicable Regulations in Iraq that govern Public Supply are the following:
	<ul style="list-style-type: none"> • CPA: Order no. 87 of year 2004
	<ul style="list-style-type: none"> • Cabinet instructions for implementing governmental Contracts No.1 of 2008 and subsequent amendments;
	<ul style="list-style-type: none"> • Government decisions
	<ul style="list-style-type: none"> • items in the Iraqi constitution and
	<ul style="list-style-type: none"> • relevant Iraqi laws and regulations.
GCC 1.1 (b) (1)	The Contracting Entity is: [insert: name of Contracting entity]
GCC 1.1 (b) (2)	The Contracting entity nominates staff and representatives in Contractual Formations to manage the implementation of the Contract. Hence, such formation will fulfill the Project Manager’s function under this contract, and the formation will be under the supervision of the “Public Contracts Formation Manager”.
	The director of formations for general contracts is : { insert: name & Job Title }
	Contract formations consist of the following employees Whose { names and Job Titles }.

	{ Note: If the Project Manager is not named in time for the preparation of the Tender Documents, he/she shall be named within fourteen days of the Effectiveness Date as specified in GCC Clause 18.1.}
GCC 1.1 (e) (3)	The Project Site(s) is/are: [insert: identity of site, street address, and city , or insert: “ as specified in the Implementation Schedule in the Technical Requirements Section ”].
GCC 1.1 (e) (10)	[State: “ The Contract shall continue in force until the IT system and all the Services have been provided unless the Contract is terminated earlier in accordance with the terms set out in the Contract. ” or insert: necessary and appropriate dates.]
GCC 1.1. (e) (12)	The Post-Warranty Services Period that is calculated starting from the termination of defects guarantee period shall be [insert: number of months]

2. Contract Documents (GCC Clause 2)

GCC 2	[Insert: necessary and appropriate clauses , or state “ There are no Special Conditions of Contract applicable to GCC Clause 2. ”]

3. Interpretation (GCC Clause 3)

GCC 3.1.1	All contractual correspondence and communications to be given shall be in the Language of the Contract. The language of the Contract shall govern the contractual relations between the Contracting entity and the Bidder.
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4. Notices (GCC Clause 4)

GCC 4.1	<p>[Specify if communication by cable shall also or shall not include electronic emails to be followed by a signed confirmation letter.]</p> <p>Notice notes shall be addressed to: [insert: name, or if notices shall be delivered to the Contracting entity given in GCC Clause 1.1 (b) (1), state: “name as given in GCC Clause 1.1 (b) (1)”].</p> <p>Notice notes shall be delivered to the above named person at: [as appropriate, insert: postal, personal delivery, cable, telegraph, telex, facsimile, and electronic mail addresses.]</p>
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6. Settlement of Disputes (GCC Clause 6)

GCC 6.1.3	Determine " 5there will be costs charged by the dispute settlement broker" or " there will be no costs".
GCC 6.1.4	The Appointing reference Authority for the Dispute Settlement Broker is: [insert: the name of an impartial reference authority, or, if no Broker is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Broker, state: “not applicable.”].
GCC 6.2.3	Dispute Settlement through Arbitration is: [insert: applicable based on the following rules of procedure " or insert: "not applicable and the dispute shall be referred to competent Iraqi courts"].
	<u>{Note: The following proposed text shall be used only if arbitration is applicable.</u>
	The rules of procedure for arbitration proceedings are:
	(1) <u>if the Bidder is foreign (including a Joint Venture when at least one partner is foreign):</u>
	Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the [insert: name of organization e.g UNCITRAL]Arbitration Rules as at present in force.}
	(2) <u>If the Bidder is Iraqi Nationality:</u>
	<u>{Note: in Contracts signed with an Iraqi bidder the Contract may specify arbitration procedures under Iraqi laws}.</u>
	Any dispute between the Contracting entity and a Bidder who is a national of the Contracting entity’s country arising in connection with the present

	Contract shall be resolved in accordance with the relevant applicable Iraqi Laws and may be referred to arbitration in accordance with the arbitration rules of Iraq
	<u>{Note: The Tender Documents shall contain one Clause (a) to be retained in the event of a Contract with a foreign Bidder and one Clause (b) to be retained in the event of a Contract with a Bidder who is a Iraqi</u>

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System (GCC Clause 7)

GCC 7.3	The Bidder's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost Form in the Bidder's Bid:
	[specify: 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.]
	<u>{Note: The requirements in terms of recurrent cost items shall be defined here, reflected in the Recurrent Cost Table as applicable to either Warranty or Post-Warranty periods, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.</u>
	<u>If the Contracting entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Contracting entity technical staff will perform these repair and replacement tasks, the Contracting entity may wish to consider adding the following clause to the SCC that obligates the Bidder to stock and/or provide certain spare parts.</u>
	The Bidder agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for the [insert: number of years] beginning with Initial acceptance. Moreover, the prices of such spare parts shall be those specified in the spare parts price schedule submitted by the Supplier as part of its bid. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Bidder's fees) relating to the supply of spare parts.

	[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Bidder’s bid, if the Bidder is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]
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8. Time for Commencement and Initial acceptance (GCC Clause 8)

GCC 8.1	The Bidder shall commence work on the System within: [insert: number] of days from the Effective Date of the Contract.
GCC 8.2	Initial acceptance will occur on or before: [insert: Initial acceptance date consistent with the Implementation Schedule in the Technical Requirements Section.]

9. Bidder’s Responsibilities (GCC Clause 9)

GCC 9.1	[insert if possible: “The Bidder commits to employ not less than 50% of its Staff and Workers from Iraqi nationals through Employment Centers in Baghdad and Districts unless such Employment Centers certify in writing- within 30 days of receipt of a written request- that they are unable to provide the required numbers and/or qualifications of staff.”]
	[State: “If the Employment Centers could not satisfy the requirement fully, the Bidder shall endeavor as far as practical and reasonable to employ Iraqi Nationals in implementing this Contract”; or state: “There are no special requirements concerning the employment of Iraqi Nationals.”]
GCC 9.9	The Bidder shall have the following additional responsibilities: [as appropriate, insert: additional responsibilities ; or state: “none”].

10. Contracting entity’s Responsibilities (GCC Clause 10)

GCC 10.11	The Contracting entity shall have the following additional responsibilities: [as appropriate, insert: additional responsibilities; or state: “none”]
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C. PAYMENT

11. Contract Price (GCC Clause 11)

GCC 11.2(b)	<p>Amendments to the Contract Price shall be as follows: [state: “none” or specify: the items, amendment formula or formulas, and the relevant price indices in accordance with the relevant applicable Iraqi Laws].</p> <p><u>{Note: It is recommended not to use price amendments in single stage ICT supply where the contract implementation period is 18 months or less.</u></p>
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12. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Contracting entity shall pay the Contract Price to the Bidder in the manner specified below. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p>
	(a) Advance Payment
	<p>Ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.</p>
	<p><u>{Note: The advance payment may be higher than 10% in cases where Bidder's mobilization costs are likely to be much larger than the advance payment. This happens primarily in projects where the Bidder shall acquire expensive items on its own account or customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.</u></p>
	<p><u>In case the Bidder is a Public Entity (Public Sector Company), then the Contracting entity may increase the Advance Payment to 100%, and the Public Entity is exempted from presenting Advance Payment Security. }</u></p>
	(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:
	<p>sixty percent (60%) of the total or pro-rata Contract Price of the relevant Good against Delivery</p>

	ten percent (10%) of the total or pro-rata Contract Price of the relevant Good against Installation
	ten percent (10%) of the total or pro-rata Contract Price of the relevant Good against Initial acceptance.
	(c) Custom Software and Custom Materials:
	sixty percent (60%) of the total or pro-rata Contract Price of the relevant software/material against Installation
	twenty percent (20%) of the total or pro-rata Contract Price of the relevant software/material against Initial acceptance.
	<u>{Note: Large custom software development or system integration contracts are usually paid in increments against Contracting entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones. In those cases, the above payment terms shall be modified accordingly and refer to the milestones in the Implementation Schedule.</u>
	<u>The payment terms shall allow the Bidder an adequate cash flow against objective achievements on the path to a working end product. }</u>
	(d) Services other than Training:
	eighty percent (80%) of the pro-rata Contract Price of relevant services performed will be paid monthly in arrears, on submission and Contracting entity's approval of invoices.
	<u>{Note: Some Contracts may involve considerable "Services other than Training" (and services other than software customization). In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. }</u>
	(e) Training
	thirty percent (30%) of the total Contract Price for training services at the start of the full training program.
	fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices

	(f) Complete System Integration
	ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Initial acceptance of the System as a complete, integrated system after obtaining the clearance of the competent authorities.
	<u>{Note: If a separate Initial acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.}</u>
	(g) Recurrent Costs
	one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Contracting entity's approval of invoices.
GCC 12.3	The Contracting entity will <i>[insert: not pay interest on delayed payments to the Bidder "</i>
	<i>or insert: pay to the Bidder interest on the amount of such delayed payment for the period of delay until payment has been made in full, whether before or after judgment or arbitration award, and at the rate established by the Central Bank of Iraq on the date of payment or other suggested settlements</i>
	<i>or insert other compensatory measures that may be employed by the Bidder: e.g. in case of a delay in the payment of a substantial amount for a substantial period of time, the Bidder may slow down the progress of implementation until the settlement of the delayed payment.</i>
GCC 12.4	<u>{Note: If the Contracting entity wishes to allow Bidders to quote and invoice payments in a currency other than the Iraqi Dinar notably for certain types of goods or services supplied from abroad, the same shall be elaborated here along with an explicit specification of allowable currency(ies) and modes of payment (e.g. Letter of Credit).}</u>
	In addition to the Iraqi Dinar, the Contracting entity will pay the Bidder in <i>[insert: currency of payment chosen from the list of currencies for which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar and as stated in the Bidder Bid]</i> for the goods or services <i>[insert: types of goods and services]</i> and the mode of such currency payment will be <i>[insert: mode of payment]</i> .

GCC 12.5	Payment for Goods supplied from outside the Contracting entity’s Country shall be in the form of: <i>[state: “an irrevocable unconfirmed letter of credit”, and insert details, or insert: alternative method of payment, or state “There is no special payment method for Goods supplied from outside the Contracting entity’s Country”]</i> .
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13. GURANTEES (GCC Clause 13)

GCC 13.2.1	The Bidder shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC Clause 12 above. The Security shall be issued by accredited bank in Iraq and in accordance to instructions of Central Bank of Iraq.
	<i>[if applicable, state: “If the Bidder is a Public Entity (Public Sector Company), the requirement for providing an Advance Payment Security is waived.”]</i>
GCC 13.2.2	<i>[If the Advance Payment Security will be reduced in proportion to recovered advances state: “The reduction in value and expiration of the Advance Payment Security are calculated as follows: [state, for example:</i>
	<i>“$P \cdot a / (100 - a)$, where “P” is the sum of all payments effected so far to the Bidder (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC 12.1.” or</i>
	<i>specify a method of reduction of the value and expiration of the Advance Payment Security explicitly linked to major milestones and/or payments, or</i>
	<i>state: some other appropriate rule.]</i>
GCC 13.3.1	The good performance guarantee shall be denominated in [insert currency] for an amount equal to 5% of the Contract Price excluding any Recurrent Costs.
GCC 13.3.4	Proportional reduction of the good performance guarantee after Achieving the Final Acceptance of Sub-systems (where applicable) is: <i>[state: “applicable” or state “not applicable”]</i>

14. Taxes and Duties (GCC Clause 14)

GCC 14	The collection of Government debts will be applicable as per the Iraqi Law for collecting government debts No.56 of year 1977
	<i>[state “There are no additional Special Conditions of Contract applicable to GCC Clause 14”. or insert: necessary and appropriate clauses such as:</i>
	Foreign Bidders are exempted from Income Taxes, Reconstruction of Iraq Taxes, and all other applicable taxes if the Contract is for Development Projects and listed under Development Program only.]

D. Intellectual Property

15. Copyright (GCC Clause 15)

GCC 15.3	The Contracting entity may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Bidder’s prior written consent, under the following circumstances:
	<i>[state: “none,” or else specify: circumstances]</i>
	<u>{Note: If the Contracting entity is a commercial entity or an Implementing Agency acting on behalf of another Contracting entity/Beneficiary/End User, it may choose to specify the Conditions under which contractual rights would be conveyed to any Contracting entity/End User of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Contracting Entities with other organizational structures may also need to add other similar provisions.}</u>
GCC 15.4	The Contracting entity’s and Bidder’s rights and obligations with respect to Custom Software or elements of the Custom Software are as follows [state: “not

	applicable” if Custom Software is not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos].
	The Contracting entity’s and Bidder’s rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows [<i>state: “not applicable” if Custom Materials are not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos</i>].
	<u>{Note: There is a broad spectrum of strategies that the Contracting entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Contracting entity retains all Intellectual Property Rights and tightly restricts what the Bidder can do with the Custom Software and information related to it. The other extreme case is where the Contracting entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Bidder. A wide variety of intermediate arrangements can be appropriate, depending on the circumstances.</u>
	<u>The Bidder’s rights in relation to the Custom Software may:</u>
	<ul style="list-style-type: none"> • Be limited to use in order to support the Contracting entity; or • Extend to commercial exploitation by re-licensing to third-party customers.
	<u>If the Bidder’s rights extend to commercial exploitation, they may be limited as follows:</u>
	<ul style="list-style-type: none"> • <u>There may be an interim period, designed to protect the Contracting entity’s competitive edge, during which the Bidder is not permitted to exploit commercially; and/or</u> • <u>The Bidder may be prohibited from licensing the Custom Software to certain categories of customer or in certain territories, either for a limited period or indefinitely; and/or</u> • <u>The Bidder may be required to pay royalties to the Contracting entity when it licenses third parties to use the Custom Software.</u>
	<u>The first two chapters aim to protect the competitive period for the contracting . the next two chapters aim to provide the contracting entity that the bidder participates in his future profits resulting from the exploitation of the customized software .Obligations to pay royalties through the obligations of the bidder support reporting of sale of the products in question and the obligations to allow the</u>

	<u>contracting entity to audit the bidder's reports to ensure their accuracy in accordance with Iraqi laws</u>
	<u>It is also permissible to limit the rights of the contracting entity in relation to the software designated for the right of use (user rights) only , or expand it to include commercial exploitation</u>
	<u>The Contracting entity’s rights in relation to the Custom Software may also be restricted to “user” rights or extended to commercial exploitation. If the Contracting entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default Job Title in the GCC is that the Custom Software will be licensed to the Contracting entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Contracting entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).</u>
	<u>Accordingly, the Contracting entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).}</u>

16. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (3)	The Standard Software license shall be valid [state: “throughout the territory of the Contracting entity’s Country;” or specify: geographical coverage other than the Contracting entity’s Country, if such coverage is necessary and appropriate, for example to cover the area in which the Contracting entity’s diplomatic missions abroad].
GCC 16.1 (a) (iv)	Use of the software shall be subject to the following additional restrictions [state: “none” or specify: restrictions].
	{Note: <u>In the interest of soliciting lower bid prices, Contracting Entities may wish to consider defining limitations in the use of the software. For example:</u> (a) <u>restrictions on the number of persons who may be authorized to use the System at any time;</u>

	<p><u>(b) restrictions on the number of persons who may access the System simultaneously at any time; or</u></p> <p><u>(c) restrictions on the number of workstations that may be connected to the System at any time.</u> }</p>
GCC 16.1 (b) (vii)	In addition to the persons specified in GCC Clause 16.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, <i>[specify: categories of person]</i> subject to the same restrictions as are set forth in this Contract.
	{Note: <u>The Contracting entity may, for example, wish to specify that it will obtain and provide the Bidder written evidence from such parties that such parties will abide by the terms of the Contract as if they were party to the Contract.</u> }
GCC 16.2	<i>[If the bidder is entitled to audit Standard Software use, state: The Bidder’s right to audit the Standard Software will be subject to the following terms:</i>
	<i>for example:</i>
	The Contracting entity will make available to the Bidder within seven (7) days of a written request accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement.
	<i>Or</i>
	The Contracting entity will allow the Bidder to execute pre-specified procedures to audit software usage.
	<i>or, if on-site audits are acceptable, the Contracting entity may specify Conditions on the duration and number of audits per year; the categories of software subject to audit; the procedures for access to Contracting entity’s hardware or software;] etc.</i>

17. Confidential Information (GCC Clause 17)

GCC 17.1	<i>[State: “There are no amendments to the confidentiality terms expressed in GCC Clause 17.1;” or, if necessary and appropriate, specify: persons, topics, and Conditions for which the confidentiality clause does not apply].</i>
	{Note: <u>The Contracting entity may wish to give affiliate entities or related agencies, for example, access to certain specific types of technical and/or financial information it obtains or develops with respect to the Bidder and its Information Technologies.</u> }

GCC 17.6	The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for <i>[insert: “the period specified in the GCC” or insert: number (x) years]</i> .

D. Supply, Installation, Testing, Commissioning, and Acceptance of the System

18. Representatives (GCC Clause 18)

GCC 18.1	The Contracting entity’s Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Contracting entity in matters relating to the Contract [state necessary and appropriate clauses, or state “no additional powers or limitations.”].
GCC 18.2.2	The Bidder’s Representative shall have the following additional powers and / or limitations to his or her authority to represent the Bidder in matters relating to the Contract [<i>state necessary and appropriate clauses, or state “no additional powers or limitations.”</i>].
	{ <u>Note: Any additional powers or limitations of the Bidder’s Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.</u> }

19. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject: <i>[for example, specify:</i>
	(a) <i>Project Organization and Management Plan;</i>
	(b) <i>Delivery and Installation Plan</i>
	(c) <i>Training Plan</i>
	(d) <i>Pre-commissioning and Initial acceptance Testing Plan</i>
	(e) <i>Warranty Service Plan</i>
	(f) <i>Task, Time, and Resource Schedules</i>
	(g) <i>Post-Warranty Service Plan (if applicable)</i>
	(h) <i>Technical Support Plan (if applicable)</i>
	(i) <i>etc.</i>
	Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section (insert: reference)].
	{ <u>Note: The outline for the Project Plan given above shall be essentially the same as that specified for the Initial Project Plan that Bidders were required to submit with their bids.</u> }
GCC 19.2	Within [insert: number (N); for example, thirty (30)] days from the Effective Date of the Contract, the Bidder shall present a Project Plan to the Contracting entity. The Contracting entity shall, within [insert: number (N); for example, fourteen (14)] days of receipt of the Project Plan, notify the Bidder of any “non-conformities”. The Bidder shall, within [insert: number (N); for example, seven (7)] days of receipt of such notification, correct the Project Plan and resubmit to the Contracting entity. The Contracting entity shall, within [insert: number (N); for example, seven (7)] days of resubmission of the Project Plan, notify the Bidder of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Contracting entity and the Bidder.
GCC 19.4	The Bidder shall submit to the Contracting entity the following reports: <i>[state “none,” or specify, for example:</i>
	(a) <i>Monthly / Quarterly progress reports, summarizing:</i>
	(1) <i>results accomplished during the prior period;</i>

	<i>(2) cumulative deviations to date from agreed schedule;</i>
	<i>(3) corrective actions to be taken; proposed revisions to planned schedule;</i>
	<i>(4) other issues and outstanding problems; proposed actions to be taken;</i>
	<i>(5) resources that the Bidder expects to be provided by the Contracting entity and/or actions to be taken by the Contracting entity in the next reporting period;</i>
	<i>(6) other issues or potential problems the Bidder foresees that could impact on project progress and/or effectiveness.]</i>
	<i>{<u>Note:</u> Other reports may be needed to monitor Contract performance/progress with System implementation, for example:</i>
	<i><u>(*) inspection and quality assurance reports</u></i>
	<i><u>(*) training participants test results</u></i>
	<i><u>(*) monthly log of service calls and problem settlements}</u></i>

20. Sub-Contracting (GCC, Clause 20)

GCC 20	Insert : [Necessary and appropriate provisions, or insert : "There are no special conditions in relation to Clause 20 of SCC]
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21. Design and Engineering (SCC, Clause 21)

GCC 21.2	When referring to standard specifications, measures, or rules considering the process of executing the contract, those versions or their amendments in effect will be approved on [insert: “as specified in SCC”, or insert: number of days before the last bidding deadline]
GCC 1. 3. 21	The contractor shall prepare the following documents and submit them to the contract manager, by obtaining his approval thereon before proceeding to implement any part of the system that was the subject of these documents or was related to them. [For example, specify the following: (*) Detailed site surveys (*) Final Subsystem configurations (*) Other technical documents mentioned in the technical requirements]

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

GCC 22. 4. 3	[Specify any special media / shipping / transport and / or special conditions for obtaining the insurance policies, otherwise insert: "As specified in the SCC."].
GCC 22.5	The contractor shall submit to the contracting authority the shipping documents and other following documents: [insert: “as specified in SCC”, or insert: other documentation requirements as necessary and appropriate].

23. Product Upgrades (GCC Clause 23)

GCC 23.3	The Bidder shall provide the Contracting entity: <i>[state “with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC,” or specify other requirements as necessary and appropriate].</i>
	<u>{Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which shall be balanced against the perceived costs.</u>
	<u>To require the Bidder to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective.</u>
	<u>Other solutions might be to shorten the time period during which updates, etc., would have to be supplied for free; or alternatively, a more narrow set of Standard Software could be covered.}</u>

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

GCC 24	<i>[Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 24.”]</i>
	<u>{Note: The Services appropriate for a particular System may include maintenance services during the Post-Warranty Service Period. They may also include a prearranged amount or type of technical assistance or certain types of operation support. These shall be specified in the Technical Requirement Section.}</u>

25. Inspections and Tests (GCC Clause 25)

GCC 25	<i>[Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 25.”]</i>
	{ <u>Note: Contracting Entities may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Contracting entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.</u> }

27. Commissioning and Initial acceptance (GCC Clause 27)

GCC 27.2.1	Initial acceptance Testing shall be conducted in accordance with <i>[specify: System or the Subsystems, the tests, the test procedures, and the required results for acceptance; alternatively reference the relevant section(s) of the Technical Requirements where acceptance testing details are given.]</i>
	{ <u>Note: Few aspects of Information Technology supply are more critical to the winning implementation of a System than the specification of Initial acceptance Tests for subsystems as well as for the whole system. It is imperative that the Contracting entity prepare the specification for these tests as carefully as the overall specification of the Subsystem/System itself. The description shall be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the Subsystem/System with minimal confusion or controversy between the Contracting entity, the Bidder, and any users.</u> }
GCC 27.2.2	If the Initial acceptance Test of the System, or Subsystem(s), cannot be winningly completed within <i>[insert: number no more than ninety (90)]</i> days from the date of Installation or any other period agreed upon by the Contracting entity and the Bidder, then GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate

F. Guarantees and Liabilities

28. Initial acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	Liquidated damages shall be assessed at the rate of
	Delay per day = total amount of contract/total period of contract x (10% - 25
	The maximum liquidated damages are 10% (ten percent) of the Contract Price, or the relevant part of the Contract Price that has not achieved Initial acceptance.

GCC 28.3	Liquidated damages shall be assessed [state “only with respect to achieving Initial acceptance;” otherwise, indicate: at other milestones, such as Installation].
	<u>{Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased financial risks on the part of Bidders leading most likely to higher bid prices.}</u>

29. Defect Liability (GCC Clause 29)

GCC 29.3 (3)	The Bidder warrants that the following items have been released to the market for the following specific minimum time periods: [state: “No specific minimum time requirements are established for this Contract other than that the Information Technologies shall have been previously released to the market;” or specify: specific types of technologies and specific minimum time periods; for example, “All Standard Software shall have been commercially available in the market for at least three months”].
GCC 29.4	The Warranty Period (N) shall begin from the date of Initial acceptance of the System or subsystem and extend for [state: “36 months;” or, if a different period is desired, specify: number of months; or, if appropriate, specify the periods that may apply to different types of technologies, e.g., hardware and software].
	<u>{Note: Industry practice with respect to warranties is evolving. Currently, many IT manufacturers offer a thirty-six (36) month warranty, particularly for certain Hardware. Warranties for software are seldom longer than one year. }</u>
GCC 29.10	During the Warranty Period, the Bidder shall commence the work necessary to remedy defects or damage within [insert: number of (working) days / number of hours] of notification.
	<u>{Note: The time specified here shall strike a reasonable balance between the response time the typical qualified Bidder can physically achieve and the importance of maintaining continued System operation.}</u>

G. Risk Distribution

37. Insurances (GCC Clause 37)

GCC 37.1 (c)	<p>The Bidder shall obtain Third-Party Liability Insurance in the amount of [insert: insurance value] with deductible limits of no more than [insert: insurance value]. The insured Parties shall be [list insured parties]. The Insurance shall cover the period from [insert: beginning date, in terms of the date of Contract Effectiveness] until [insert: expiration date, in terms of the date of Contract Effectiveness or Completion].</p>
GCC 37.1 (e)	<p><i>[State “There are no Special Conditions of Contract applicable to GCC Clause 37” or Insert: necessary and appropriate clauses.</i></p> <p><i>For example:</i></p> <p>The Bidder shall obtain Worker’s Compensation Insurance in accordance with the statutory requirements of <i>IRAQ</i>. Specifically: <i>[insert: requirements]</i>. The Insurance shall cover the period from <i>[insert: beginning date, in terms of the date of Contract Effectiveness]</i> until <i>[insert: expiration date, in terms of the date of Contract Effectiveness or Completion]</i></p> <p>and/or</p> <p>The Bidder shall obtain Employer’s Liability Insurance in accordance with the statutory requirements of <i>IRAQ</i>. Specifically: <i>[insert: requirements]</i>. The Insurance shall cover the period from <i>[insert: beginning date, in terms of the date of Contract Effectiveness]</i> until <i>[insert: expiration date, in terms of the date of Contract Effectiveness or Completion]</i>.</p>

39. Changes to the System (GCC Clause 39)

GCC 39	<p>All correspondence relevant to changes shall be handled with the utmost attention and speed.</p> <p>The contracting Entity will respond to any correspondence/notifications of this type as soon as reasonably practical not later than thirty (30) days from the date of receipt of this notice</p> <p><i>[Insert: additional necessary and appropriate clauses]</i></p>
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41. Termination (GCC Clause 41)

GCC 41	<i>[Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 45.”]</i>
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SECTION VIII – CONTRACT FORMS

Notes on the Contract Forms

The Forms provided in this section of the SSBD provide standard formats for a number of the key documents that the Contracting entity and Bidders will exchange in the process of awarding, and implementing the Contract (i.e. they need not be filled or used prior to contract award)

General instructions or explanatory text aimed at the winning Bidder appear in standard roman typeface, but indicators are included showing they are aimed at Bidders .

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

Performance bond Form: Pursuant to GCC Clause 13.3, the winning Bidder is required to provide the Performance bond within fourteen (14), or twenty-eight (28) days as the case may be, from notification of Contract award.

Advance Payment Bank Guarantee: Pursuant to GCC Clause 13.2, the winning Bidder is required to provide a bank guarantee securing the advance payment, if the SCC related to GCC Clause 12.1 provides for one.

Installation and Initial acceptance Certificates :

{bid documents contain suggested and preferred forms for these certificates and they shall be adhered to without amendment unless the contracting front has a valid reason or to change it or change its texts or procedures}.

Change Order Procedures and Forms: Similar to the Installation and Initial acceptance Certificates, Change Proposal, Change Order, and related Forms shall be included in the Tender Documents unaltered.

Table of Contract Forms

1. Form of Contract Agreement	226
Appendix 1. bidder’s Representative	230
Appendix 2. Dispute Settlement party	231
Appendix 3. List of Approved Subbidders	232
Appendix 4. Categories of Software	233
Appendix 5. Custom Materials	234
Appendix 6. Revised Price Schedules	235
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments	236
2. GOOD PERFORMANCE BANKING GUARANTEE AND ADVANCE PAYMENT BANKING GUARANTEE	237
2.1 good performance banking guarantee	238
2.2 Advance payment guarantee	239
3. Installation and Acceptance Certificates	240
3.1 installation certificate form	241
3.2 initial acceptance certificate form	242
4. Change Order Procedures and Forms	243
4.1 Change Request Proposal Form	245
4.2 Change Proposal Form	247
4.3 Change Order Form	249
4.4 Application for Change Proposal Form	251

1. FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the *[insert: No.]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

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

WHEREAS the Contracting entity desires to engage the Bidder to supply, install, achieve Operational and Final Acceptance of, and support the following IT system *[insert: brief description of the IT system]* (“the System”), and the Bidder has agreed to such engagement upon and subject to the terms and Conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1.

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (2))

Contract

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

Documents

- (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 Bidder’s bid and original Price Schedules
- (f) [Add here: **any other documents**]

Article 2 .

1.2 Order of Precedence (Reference GCC Clause 2)

Contract Price and Terms of Payment

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

Bid No. []
Contracting Entity []

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.

Effective Date

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

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

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

Article 3 .

Effective Date

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

The time allowed for supply, installation, and achieving Initial acceptance of the System shall be determined from the date when the Contracting entity sends the winning bidder a Letter of Acceptance. The following subsequent actions follow in the same order :

- (a) The bidder submits to the contracting entity the performance bond in accordance with GCC Clause 13.3

- (b) This Contract Agreement is duly executed for and on behalf of the bidder within 14 days from the above mentioned date;
- (c) The bidder submits to the contracting entity the advanced payment guarantee, in accordance with GCC Clause 13.2;
- (d) The contracting entity pays to the bidder the advanced payment, in accordance with GCC Clause 12;
- (e) *specify here: any other steps, 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 Bidder, the parties shall discuss and agree on *[insert if applicable: an equitable amendment to the Contract Price and]* the Time for Achieving Initial acceptance and/or other relevant Conditions of the Contract.

Article
Appendixes

- 4. 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	Bidder’s Representative
Appendix 2	Dispute Settlement Broker <i>[if there is no Broker, state (“not applicable”)]</i>
Appendix 3	List of Approved Subbidders
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 Contracting entity and the Bidder 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 Contracting entity

Signed: _____

at the job title of [insert: title or any other definition]

in the presence of _____

For and on behalf of the Bidder

Signed : _____

at the job title of [insert: title or any other definition]

in the presence of _____

CONTRACT AGREEMENT

dated the [insert: **number**] day of [insert: **month**], [insert: **year**]

BETWEEN

[insert: **name of Contracting entity**], “the Contracting entity”

and

[insert: **name of Bidder**], “the Bidder”

Appendix 1. Bidder’s Representative

In accordance with GCC Clause 1.1 (b) (iv), the Bidder’s appointed Representative is:

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

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

Appendix 2. Dispute Settlement Broker

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

Name: [insert: **name**]

Title: [insert: **title**]

Address: [insert: **postal address**]

Telephone: [insert: **telephone**]

[Only if fees are applicable and expenses will be reimbursed, insert the following:

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 Contracting entity and the Bidder, a Dispute Settlement Broker will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subbidders

The Contracting entity has approved use of the following Subbidders nominated by the Bidder for carrying out the item or component of the System indicated. Where more than one Subbidder is listed, the Bidder is free to choose between them, but it shall notify the Contracting entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Contracting entity before the expected date to commence with subcontract works .

In accordance with GCC Clause 20.1, the Bidder is free to submit proposals for Subbidders for additional items from time to time. No subcontracts shall be placed with any such Subbidders for additional items until the Subbidders have been approved in writing by the Contracting entity and their names have been added to this list of Approved Subbidders, subject to GCC Clause 20.3.

[specify: **item, approved Subbidders, and their place of registration that the Bidder proposed in the corresponding Enclosure to its bid and that the Contracting entity approves that the Bidder engage during the performance of the Contract.** Add additional pages as necessary.]

Place of Registration	Approved Subbidders	Item

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: (1) System Software, (2) General-Purpose Software, or (3) Application Software; and to one of the two categories: (1) Standard Software or (2) Custom Software.

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

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 Bidder's Bid. These Revised Price Schedules reflect any corrections or amendments to the Bidder's bid price, pursuant to the ITB Clauses 18.3, 26.2, and 33.1 (IS1STG SSBD).

Appendix 7. Minutes of the contract completion discussions and the agreed upon 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) (2).

**2. GOOD PERFORMANCE BANKING GUARANTEE
AND ADVANCE PAYMENT BANKING GUARANTEE**

**2.1 Good performance banking guarantee
it is preferable to use the CBI model**

(unconditional)

2.2 Advance payment guarantee
(It is preferable to use the CBI model)

3. Installation and Acceptance Certificates

3.1 Installation Certificate Form

Date: [insert: **date**]

Tender name and No.: [insert: **tender name and No.**]

IFB: [insert: title and number of IFB]

Contract: [insert: name and number of Contract]

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

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 Contracting entity**] (hereinafter the “Contracting entity”) dated [insert: **date of Contract**], relating to the [insert: **brief description of the IT 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 Enclosure to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Initial acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Contracting entity

Signed:

Date:

at the job title of: [state: **“Project Manager”** or state the title of a higher degree than the contract manager at the contracting entity]

3.2 Initial acceptance Certificate Form

Date: [insert: **date**]

Tender name and No.: [insert: tender name and No.]

IFB: [insert: title and number of IFB]

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

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

Dear Sir or Madam:

Pursuant to GCC Clause 27 (initial acceptance and operation) of the Contract entered into between yourselves and the [insert: **name of Contracting entity**] (hereinafter the “Contracting entity”) dated [insert: **date of Contract**], relating to the [insert: **brief description of the IT system**], we hereby notify you the System (or the Subsystem or major component identified below) winningly completed the Initial acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Contracting entity 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 relevant Subsystem or major component): [insert: **description**]

2- Date of Initial 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 Contracting entity

Signed:

Date:

at the job title of: [state: **“Project Manager”** or the title of a higher degree than the contract manager at the contracting entity)

4. CHANGE ORDER PROCEDURES AND FORMS

Date: [insert: **date**]

Tender name and No.: [insert: **tender name and No.**]

IFB: [insert: title and number of IFB]

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

CONTENTS

General

Change Order Log

References to Changes

ANNEXES

4.1 Change Request Proposal Form

4.2 Change Proposal Form

4.3 Change Order Form

4.4 Application for Change Proposal Form

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Bidder shall keep an up-to-date Change Order Log to show the current status of Change Requests and Changes Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Bidder shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Contracting entity.

References to Changes

- (1) Change Request Proposals shall be serially numbered CR-X-nnn.
- (2) Change Proposals shall be serially numbered CP-X-nnn.
- (3) Change Orders shall be serially numbered CO-X-nnn.

4.1 Change Request Proposal Form

(Contracting entity's Letterhead)

Date: [insert: **date**]

Bid name and No. : [insert: **Name and number of the bid**]

IFB: [insert: title and number of IFB]

Contract name and No.: [insert: **name and number of the Contract**]

To: [insert: **name of Bidder 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. change address: [insert: **address**]
2. Change Request No./Rev.: [insert: **number**]
3. Originator of Change: Contracting entity: [insert: **name of originator**]

Bidder: (by Application for Change Proposal No. [insert: **number of proposal**]):

4. Brief Description of Change: [insert: **description**]
5. System (or Subsystem or major component affected by requested Change): [insert: **description**]
6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description

7. Detailed Conditions or special requirements of the requested Change: [insert: description]
8. Procedures to be followed:
 - (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date of Initial 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

Bid No. []

Contracting Entity []

other approaches that might achieve the same impact as the requested Change .

- (d) You shall also indicate what impact the Change will have on the number and mix of staff needed by the Bidder 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 Proposal Form addressing the points in paragraph 8 above pursuant to GCC Clause 39.2.1.

For and on behalf of the Contracting entity

Signed:

Date:

at the job title of: [state: **“Project Manager”** or higher level authority in the Contracting entity’s organization]

4.2 Change Request Form (Bidder's Letterhead)

Date: [insert: **date**]

Bid name and No. : [insert: **Name and number of the bid**]

IFB: [insert: title and number of IFB]

Contract name and No.: [insert: **name and number of the Contract**]

To: [insert: *name of Contracting entity and address*]

Attention: [insert: **name and title**]

Dear Sir or Madam:

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

1. Title of Change: [insert: **name**]
2. Change Proposal No./Rev.: [insert: **proposal number/revision**]
3. Originator of Change: Contracting entity: [insert: **name**]

Bidder: [insert: **name**])

4. Brief Description of Change: [insert: **description**]
5. Reasons for Change: [insert: **reason**]
6. The System, Subsystem, major component, or equipment that will be affected by the requested Change: [insert: *description*]
7. Technical documents and/or drawings for the requested Change:

Document or Drawing No.	Description

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: [insert: **amount in currencies of Contract**], as detailed below in the breakdown of prices, rates, and quantities.

Total lump sum cost of the Change:

9. Additional Time for Achieving Initial 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**]

Bid No. []

Contracting Entity []

12. Validity of this Proposal: for a period of [insert: **number**] days after receipt of this Proposal by the Contracting entity
13. Procedures to be followed:
 - 1- 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.
 - 2- The amount of any increase and/or decrease shall be taken into account in the amendment of the Contract Price.

For and on behalf of the Bidder

Signed:

Date:

at the job title of: [state: “**Bidder’s Representative**” or other higher level authority in the Bidder’s organization]

4.3 Change Order Form

(Contracting entity's Letterhead)

Date: [insert: **date**]

Bid name and No. :[insert: **Name and number of the bid**]

IFB: [insert: IFB No.]

Contract name and No.: [insert: **name and number of the Contract**]

To: [insert: **name of Bidder 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: **address**]
2. Change Request No./Rev.: [insert: **request number / revision**]
3. Change Order No./Rev.: [insert: **order number / revision**]
4. Originator of Change: Contracting entity: [insert: **name**]

Bidder: [insert: **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. Amendment of Time for Achieving Initial acceptance: [insert: **amount and description of amendment**]
7. Other effects, if any: [state: **“none” or insert description**]

For and on behalf of the Contracting entity

Signed:

Date:

at the job title of: [state: **“Project Manager”** or the title of a higher degree than the contract manager at the contracting entity)

For and on behalf of the Bidder

Signed:

Date:

at the job title of: [state **“Bidder’s Representative”** or the title of a higher degree than the contract manager at the contracting entity)

4.4 Application for Change Proposal Form

(Bidder's Letterhead)

Date: [insert: **date**]

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

IFB: [insert: IFB No.]

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

To: [insert: **name of Contracting entity 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 Bidder

Signed:

Date:

at the job title of: [state: “**Bidder's Representative**” or the title of a higher degree than the contract manager at the contracting entity)

Bid No. []

Contracting Entity []